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

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
November 5, 2019
Closed Session - 4:30 PM
Appointment Items - 5:30 PM
Regular Meeting - 6:00 PM

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Successor Agency, Financing Authority, and Housing Authority.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1)) (City Council)
   Name of Case: April Kittel v. City of Oxnard; et al.
   United States District Court Case No. CV-17-6709-MWF (GJSx)

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1)) (City Council)
   Name of Case: County of Alameda; et al. v. Richard S. Sackler; et al.
   Orange County Superior Court Case No. 30-2019-01101802-CU-BT-CXC

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1)) (City Council)
   Name of Case: County of Alameda; et al. v. Richard S. Sackler; et al.
   Orange County Superior Court Case No. 30-2019-01101802-CU-BT-CXC

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

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)

5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4)) (City Council)
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

6. CONFERENCE WITH LABOR NEGOTIATORS (Government Code section 54957.6) (City Council)
Agency designated representatives: Alex Nguyen, City Manager, Steve Naveau, Director of Human Resources; and Jennie Kelly, Assistant City Attorney. Employee organization: Service Employees International Union CTW, CLC, Local 721 (SEIU Local 721); International Union of Operating Engineers AFL-CIO, Local No. 501 (IUOE Local 501); and unrepresented employees: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Community Development Director, Fire Chief, Housing Director, Human Resources Director, I.T. Director, Cultural and Community Services Director, Police Chief, Public Works Director (Department Directors); Chief Assistant City Attorney, Assistant City Attorney, Deputy City Attorney; Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Senior Administrative Secretary (C55), Senior Human Resources Coordinator (C75), (Confidential Employees).

D. APPOINTMENT ITEMS (5:30 PM)

1. City Manager Department

SUBJECT: Presentation by Oxnard School Superintendent Karling Aguilera-Fort.

RECOMMENDATION: Informational presentation only.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. City Manager Department

SUBJECT: Ventura County Civic Alliance State of the Region Report.

RECOMMENDATION: That the City Council receive the State of the Region Report from the Ventura Civic Alliance.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

E. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

F. 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.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Attorney Department

SUBJECT: First Amendment to Agreement for Special Counsel on Water and Wastewater Issues.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a First Amendment to the Attorney Services Agreement with Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave") (Agreement No. 8603-19-CA, Purchase Order 7340) for services relating to water and wastewater issues for an increase of $300,000 for a total contract amount not to exceed $500,000.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

2. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the October 1, 2019 and October 15, 2019 regular meetings as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

3. City Manager Department

SUBJECT: 2020 Meeting Schedule for Legislative Bodies.

RECOMMENDATION: That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority approve the proposed meeting dates for the calendar year 2020.

Legislative Body: City Council, Community Development Commission Successor Agency, Financing Authority, Housing Authority Board

Contact: Alexander Nguyen, (805) 385-7430

4. Community Development Department

SUBJECT: Planning and Zoning Permit No. 18-680-01 (Mills Act Agreement-Henry T. Oxnard-Landmark No. 161), Daniel Barcela House at 320 South F Street. Filed by Jake Donaldson and Nicole Janelle, Property Owners.

RECOMMENDATION: That the City Council authorize the Mayor to execute a Mills Act Contract (Agreement No. A-8185) with Jake D. Donaldson and Nicole S. Janelle (Property Owners) to maintain and preserve a historic property located at 320 S F Street (Oxnard-Landmark No. 161).

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

5. Community Development Department

SUBJECT: California Department of Housing and Community Development Senate Bill (SB) 2 Planning Grant Application.

RECOMMENDATION: That the City Council:
1. Adopt a resolution authorizing the City Manager to submit an application for $625,000 in SB2 grant program funds to be used for 2021-2029 Housing Element Sites Inventory, Downtown Infrastructure Study, and Comprehensive Zoning Ordinance Update and Development of Web Based Zoning Code; and
2. Approve a budget appropriation, to be executed upon award, in the amount of $625,000 to be funded with SB2 State Grant Funds.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

6. Police Department

SUBJECT: Service Authority for Freeway Emergencies (SAFE) Grant Program.

RECOMMENDATION: That the City Council adopt a resolution:
1. Authorizing the City Manager to execute $50,000 in grant funds from the Service Authority for Freeway Emergencies (SAFE) Grant Program, to be used for the purchase of two variable

message trailers;
2. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for use of SAFE grant funds; and
4. Authorizing the Chief of Police or designee to submit all program related progress or status reports.
(Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

7. Police Department

SUBJECT: Department of Alcoholic Beverage Control / Office of Traffic Safety (ABC/OTS) Grant.

RECOMMENDATION: That the City Council adopt a resolution:
1. Authorizing the City Manager to execute and apply for $20,000 in grant funds from the Department of Alcoholic Beverage Control/Office of Traffic Safety (ABC/OTS) Grant Program, to be used for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, and two (2) IMPACT Inspections.
2. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award.
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for use of ABC/OTS grant funds.
4. Authorizing the Chief of Police or designee to submit all program related progress or status reports.
(Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

8. Public Works Department

SUBJECT: Award Contract to Taft Electric for Flashing Pedestrian Beacon Project.

RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement No. A-8186 in the amount of $540,581.56 with Taft Electric Company for the Flashing Pedestrian Beacon Project;
2. Approve $54,058.16 for project contingency for the Flashing Pedestrian Beacon Project;
3. Approve $54,058.16 for engineering, inspection, survey and project management for the Flashing Pedestrian Beacon Project; and
4. Approve a Budget Appropriation in the total amount of $297,864 for the Flashing Pedestrian Beacon Project. This amount includes $181,188 from the Air Pollution Buy Down fund (118) and, an increase in Congestion Mitigation Air Quality (CMAQ) grant revenue fund (275) in the amount of, $116,676 for project 163105.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

9. Public Works Department

SUBJECT: Award of a Three-Year Contract for Landscape and Ballfield Maintenance in RiverPark Community Facilities District 5.

RECOMMENDATION: That the City Council approve and authorize the Mayor to:
1. Execute Agreement A-8171 with Garcia's Landscaping Maintenance, Inc. to provide landscape

and ballfield maintenance services to RiverPark Community Facilities District 5 in the total amount of $3,120,435 for a three year term;
2. Approve a contingency in the amount of $150,000 for Agreement A-8171 for landscape and irrigation rehabilitation services with Garcia's Landscaping Maintenance, Inc., identified at the time of transfer of services from the previous contractor; and
3. Authorize the Public Works Director or designee to change service levels within the Agreement based on the available funding in the facilities district.

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

10. Public Works Department

SUBJECT: Approval of Second Amendment to Trade Services Agreement 8446-18-PW with U.S. Peroxide, LLC.

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8446-18-PW with USP Technologies, Inc. to increase the amount by $754,950 for a new total Agreement value of $947,232 through June 30, 2022, to control sulfide at the headworks and clarifiers of the Oxnard Wastewater Treatment Plant. (The Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Public Hearing for Issuance of Exempt Facility Bonds for a Qualified Residential Rental Project for The Holiday Manor Apartments. (5/10/5)

RECOMMENDATION: That the City Council:
1. Hold a public hearing regarding the issuance by the California Statewide Communities Development Authority of up to $68,000,000 of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 to finance or refinance the acquisition, rehabilitation and development of a 252-unit multi-family rental housing project located at 1924 and 1928 Camino Del Sol, 1805 and 1915 San Gorgonio, and 100 and 320 North Rose Avenue, Oxnard, California (known as The Holiday Manor Apartments); and
2. Adopt a resolution approving the issuance of bonds.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

2. Community Development Department

SUBJECT: Planning and Zoning Permit No. 19-580-04 - Zoning Text Amendment to Create Regulations for Short Term Rentals, to include recommendations of the City Council Housing and Economic Development Committee (HEDC). (10/30/20)

RECOMMENDATION: That the City Council:
1. Receive a report regarding the regulations for Short Term Rentals;
2. Open a public hearing;
3. Determine the zoning text amendment is exempt from the California Environmental Quality Act

(CEQA) pursuant to Sections 15061 and 15305 of Title 14, Division 6, Chapter 3 of the California Code of Regulations;

4. Introduce by title only and waive further reading of the following Ordinances by title only approving the following amendments to Chapters 7 (Nuisances), 16 (Zoning Code) and 17 (Coastal Zoning) of the Oxnard City Code:

a. Chapter 7: modify Section 7-56 (Civil Fines: Amounts) to establish fine amounts for violations;

b. Chapter 16: add Article XI to Chapter 16 regarding short-term rentals; add Subsection (19) to Section 16-21 (B) to the Residential Single-Family Zone and amend Section 16-148, Table 16-148 of the Downtown Code, add short-term rentals as an allowed, by right residential use in the DT-E, DT-G and DT-C zones subject to Article XI of Chapter 16;

c. Chapter 17: add Section 17-53 to Chapter 17 in Article IV regarding short term rentals and amend Chapter 17 of the Oxnard City Code by adding Subsection (B) (10) to Section 17-10; R-B-1, Single-Family Beach, Sub-Zone; Subsection (B) (10) to Section 17-11. R-W-1, Single-Family Water-Oriented, Sub-Zone; Subsection (B) (10) to Section 17-12. R-W-2, Townhouse Water-Oriented, Sub-Zone; Subsection (B) (10) Section 17-13; R-2-C, Coastal Multiple-Family, Sub-Zone; Subsection (B) (10) to Section 17-14; R-3-C, Coastal Medium Density Multiple-Family, Subsection (B) (3) to Section 17-15; CPC, Coastal Planned Community Sub-Zone; and Subsection (B) (9) to Section 17-25; R-BF, Beachfront Residential, Sub-Zone regarding allowing short-term rental units subject to Section 17.53;

d. Incorporate the following revisions to the proposed ordinances: (1) include a 100' separation between STRs, (2) add a 5% cap to the R-BF zone, (3) limit annual rental days to 100, (4) require property manager/owner to be within 25 miles of the STR, (5) prohibit outdoor amplified music during quiet hours, (6) include parking limitations on STR advertisements, and (7) increase fines as noted; and

5. Set the Ordinances for a second reading and adoption at the City Council meeting of November 19, 2019.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

3. Community Development Department

SUBJECT: California Building Standards Regulations. (10/10/10)

RECOMMENDATION: That City Council approve the first reading by title only and subsequent adoption of an ordinance repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

M. REPORTS

1. Community Development Department

SUBJECT: Exception to CalPERS 180 day Wait Period for Appointment of a Retired Annuitant to Perform Limited Term Specialized Project Work. (5/10/5)

RECOMMENDATION: That City Council adopt a resolution approving an exception to the CalPERS 180 day wait period for Paul Wendt.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

2. City Attorney Department

SUBJECT: Ballot Arguments for the Oxnard Government Accountability and Ethics Act. (5/5/5)

RECOMMENDATION: 1. That the City Council determine that City Council will file the written argument in support of the Oxnard Government Accountability and Ethics Act (measure designation to be determined) with five Councilmembers signing on behalf of the City; and
2. That the City Council determine that the Councilmembers that do not sign the argument in favor of the measure are authorized to sign the rebuttal argument along with representatives of organizations or members of the public designated by the Mayor.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

N. ADJOURNMENT

SPONSORS

RESEARCH SPONSOR

COMMUNITY FOUNDATION

Investing Together. For Good. For Ever.

Ventura County Community Foundation

PRESENTING SPONSOR

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT • MOORPARK • OXNARD • VENTURA

Ventura County Civic Alliance | 2019 State of the Region Report

DOMAIN SPONSORS

AERA
Great Todays Better Tomorrows

AT&T

Channel Islands
CALIFORNIA STATE UNIVERSITY

CENTER FOR ECONOMICS OF SOCIAL ISSUES

California Lutheran University

Ventura County Civic Alliance | 2019 State of the Region Report

DOMAIN SPONSORS

County of Ventura California

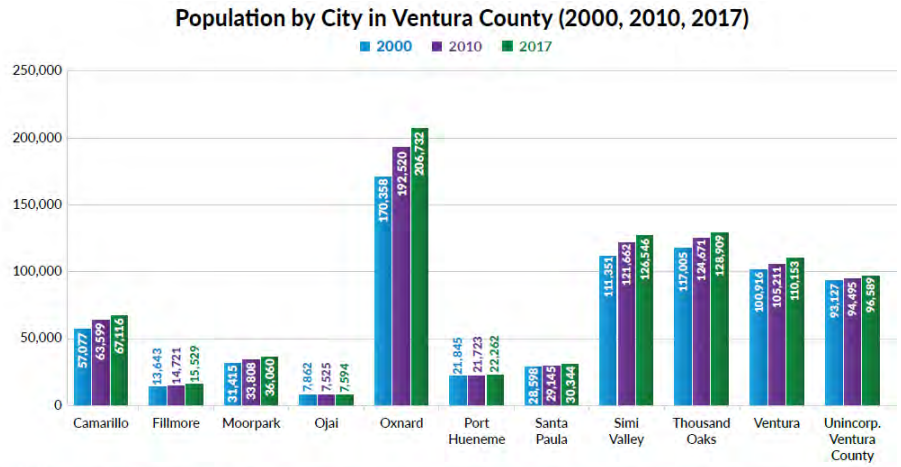
HAAS
Haas Automation Inc.

LIMONEIRA®
SINCE 1893

Montecito Bank & Trust®

Ventura County Civic Alliance | 2019 State of the Region Report

KEY STATISTICS – PAGE 8

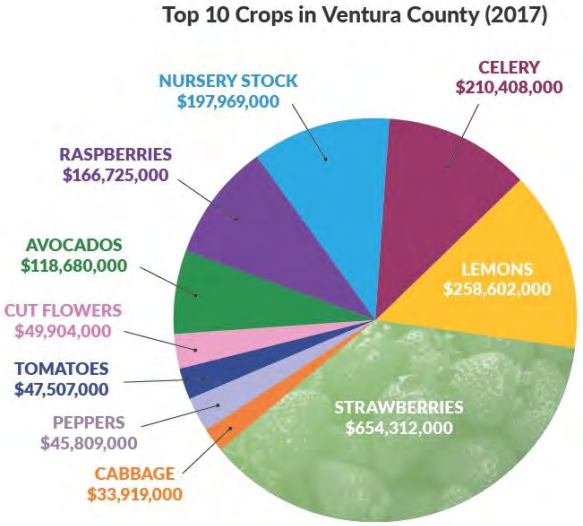


	Camarillo	Fillmore	Moorpark	Ojai	Oxnard	Port Hueneme	Santa Paula	Simi Valley	Thousand Oaks	Ventura	Unincorp. Ventura County
Under 18 (2017)	21.7%	28.6%	23.8%	20.7%	27.9%	23.2%	29.1%	22.3%	21.9%	22.2%	21.3%
65 Plus (2017)	19.2%	13.1%	11.0%	22.2%	9.5%	11.3%	10.9%	13.8%	17.9%	15.6%	16.0%

Ventura County Civic Alliance | 2019 State of the Region Report

Ventura County Civic Alliance | 2019 State of the Region Report

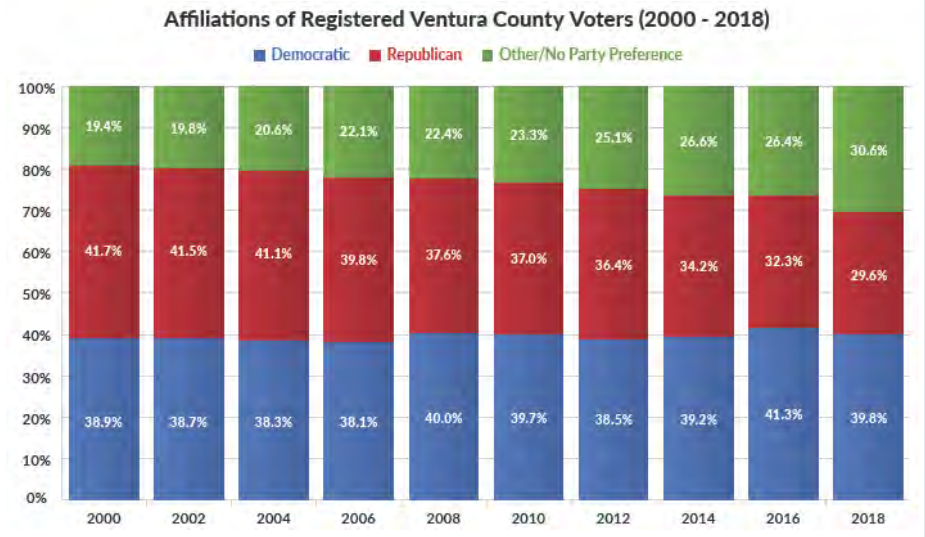
CROP CHANGES – PAGE 11



Ventura County Civic Alliance | 2019 State of the Region Report

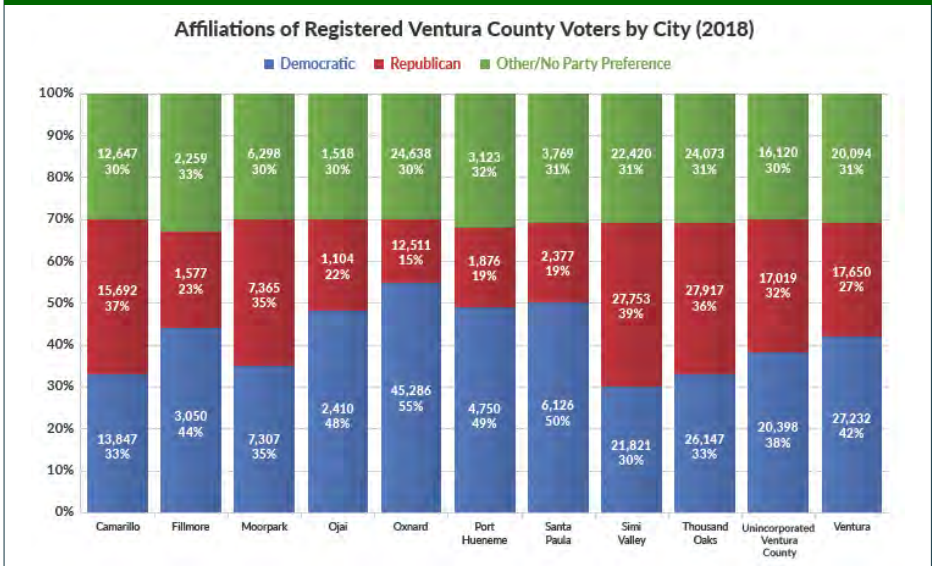
Ventura County Civic Alliance | 2019 State of the Region Report

COUNTY PARTY AFFILIATION – PAGE 21



Ventura County Civic Alliance | 2019 State of the Region Report

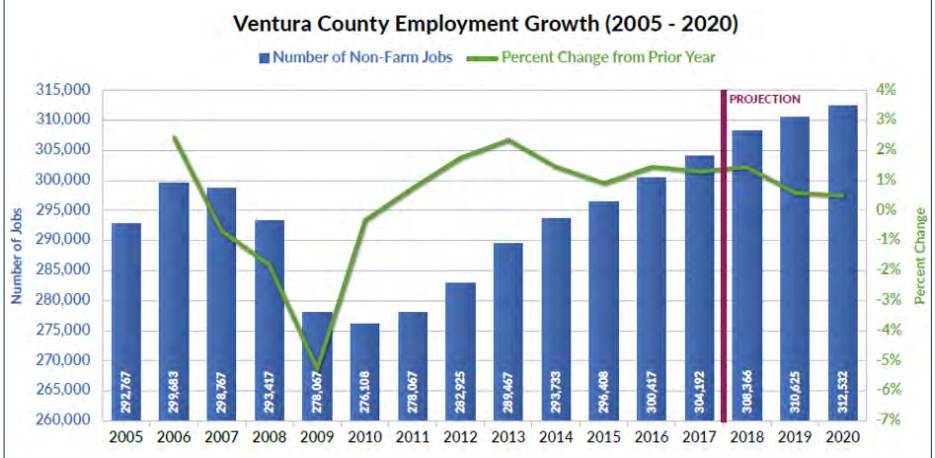
PARTY AFFILIATION BY CITY – PAGE 21



Ventura County Civic Alliance | 2019 State of the Region Report

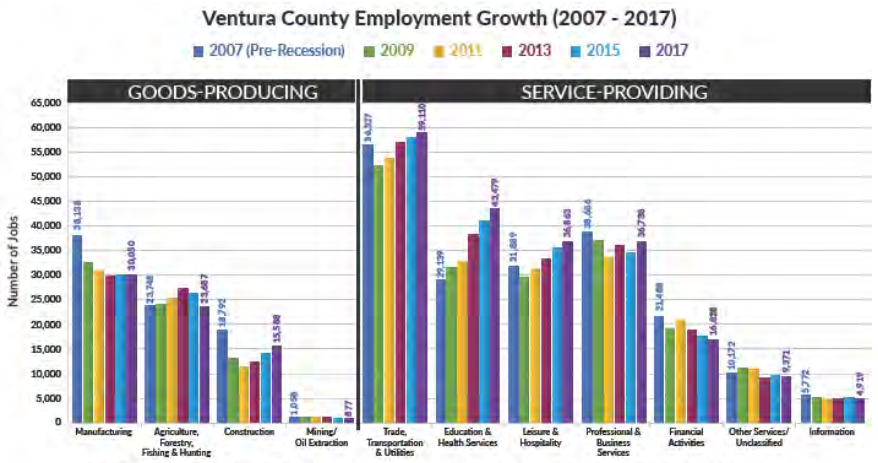
Ventura County Civic Alliance | 2019 State of the Region Report

EMPLOYMENT GROWTH – PAGE 29



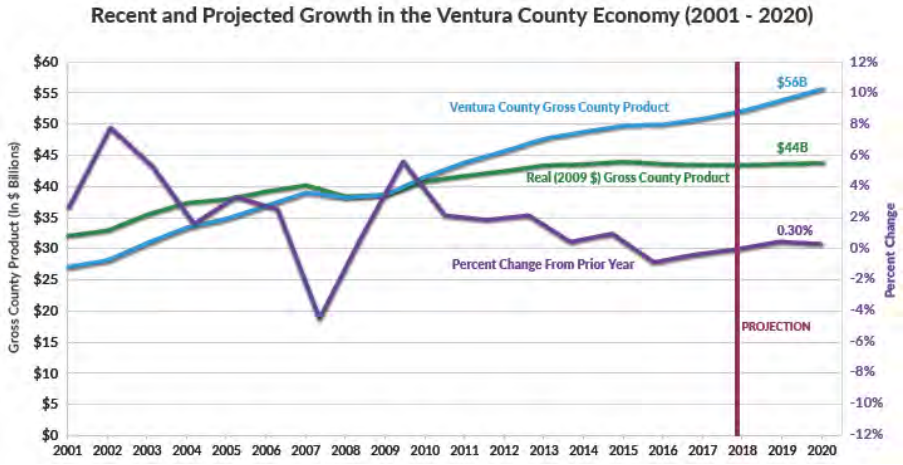
Ventura County Civic Alliance | 2019 State of the Region Report

EMPLOYMENT BY SECTOR – PAGE 30

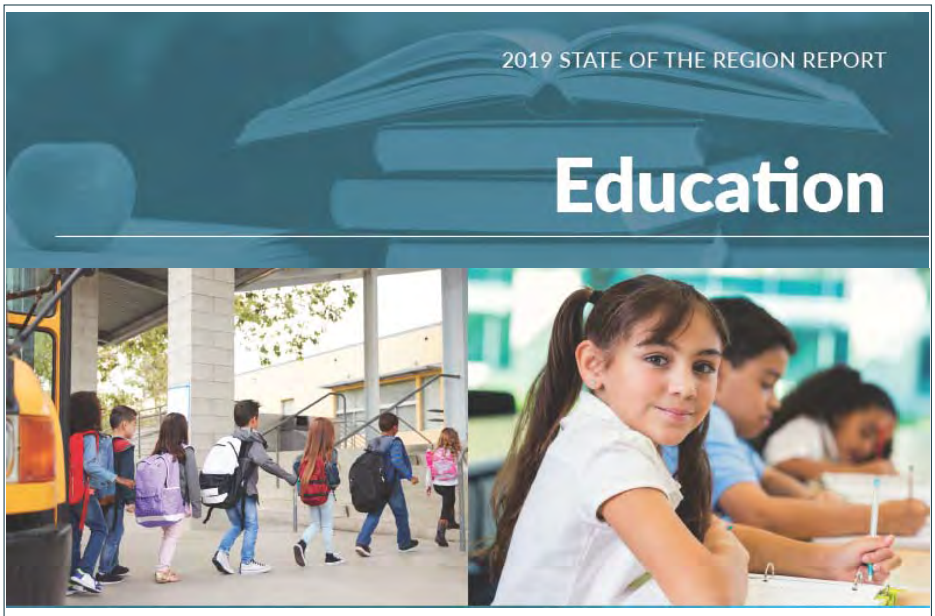


Ventura County Civic Alliance | 2019 State of the Region Report

GROSS COUNTY PRODUCT – PAGE 32

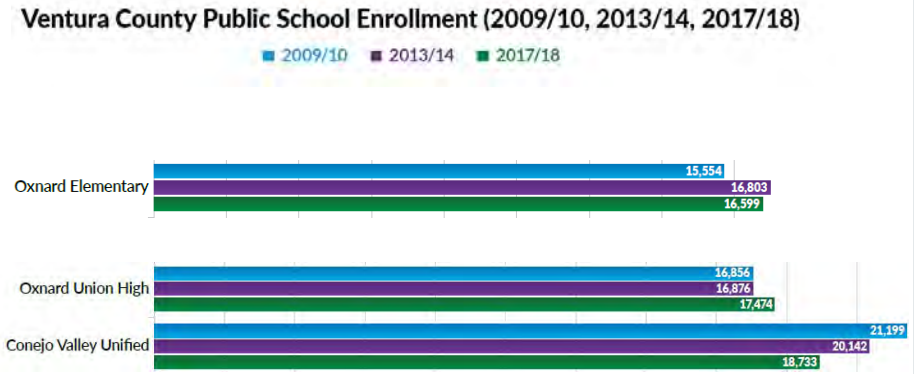


Ventura County Civic Alliance | 2019 State of the Region Report



Ventura County Civic Alliance | 2019 State of the Region Report

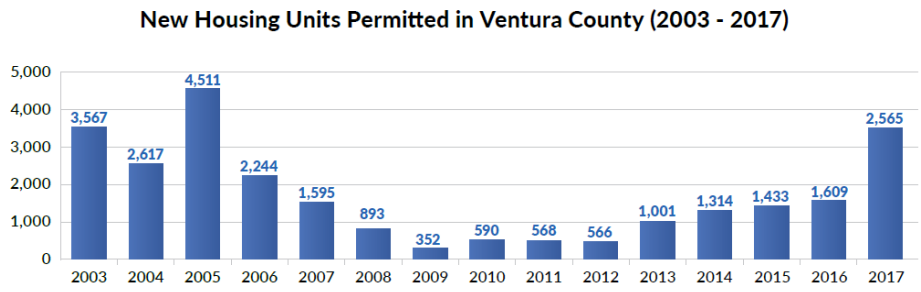
PUBLIC SCHOOL ENROLLMENT – PAGE 41



Ventura County Civic Alliance | 2019 State of the Region Report

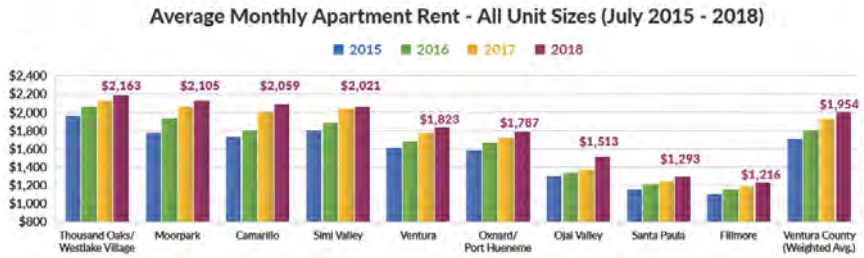
Ventura County Civic Alliance | 2019 State of the Region Report

NEW HOUSING STARTS - PAGE 59

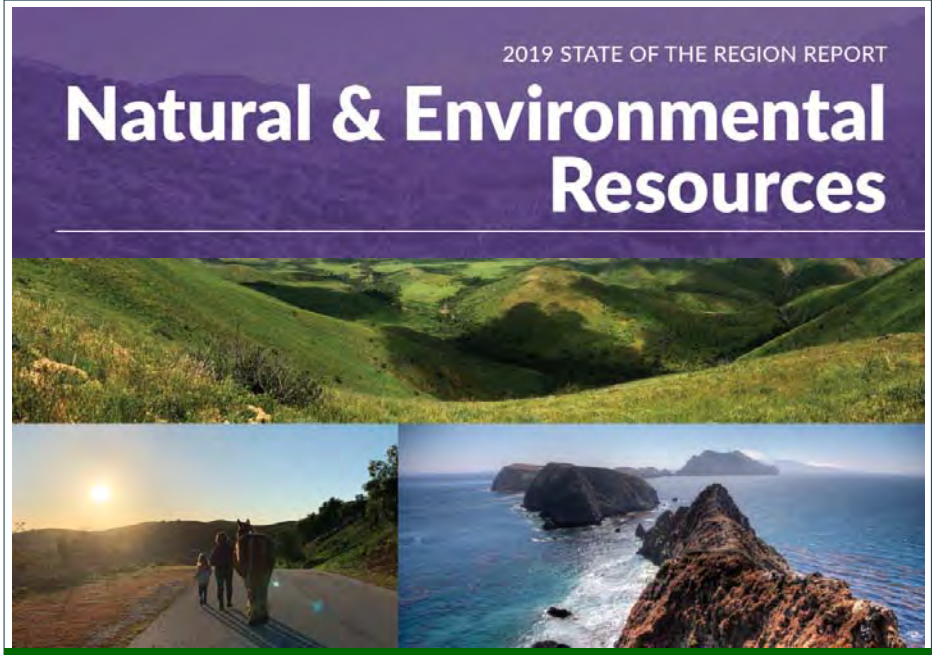


Ventura County Civic Alliance | 2019 State of the Region Report

APARTMENT RENTS - PAGE 62

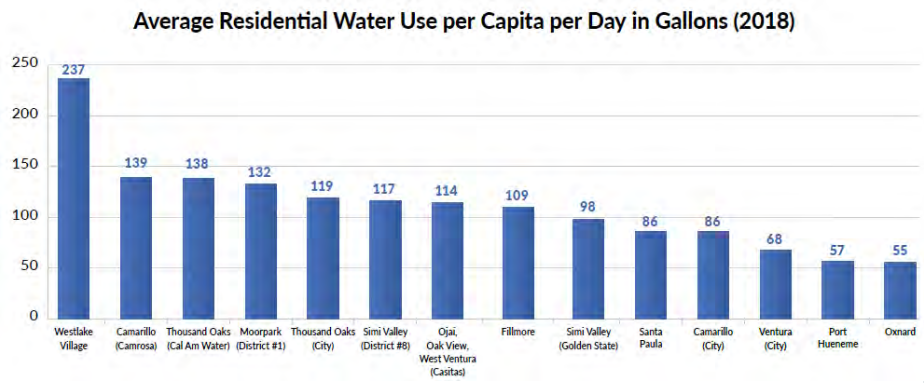


Ventura County Civic Alliance | 2019 State of the Region Report



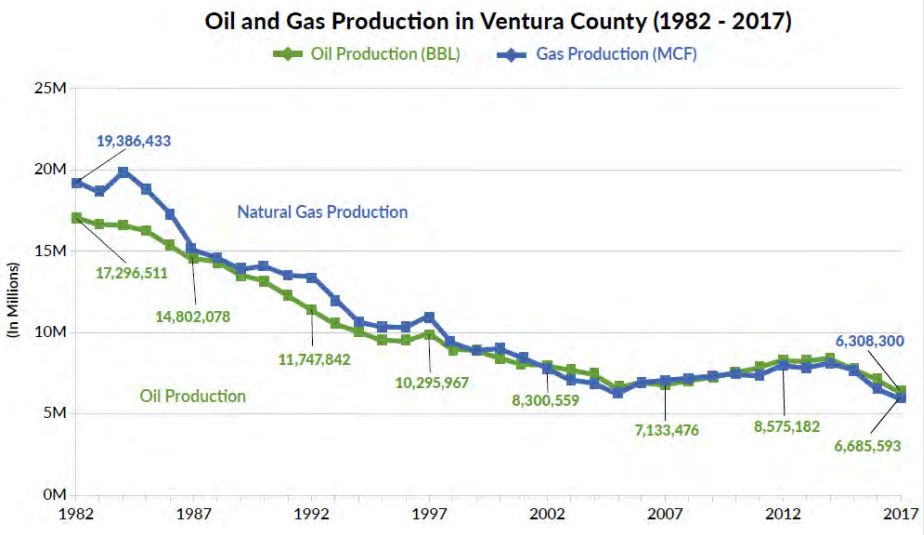
Ventura County Civic Alliance | 2019 State of the Region Report

WATER USE - PAGE 72



Ventura County Civic Alliance | 2019 State of the Region Report

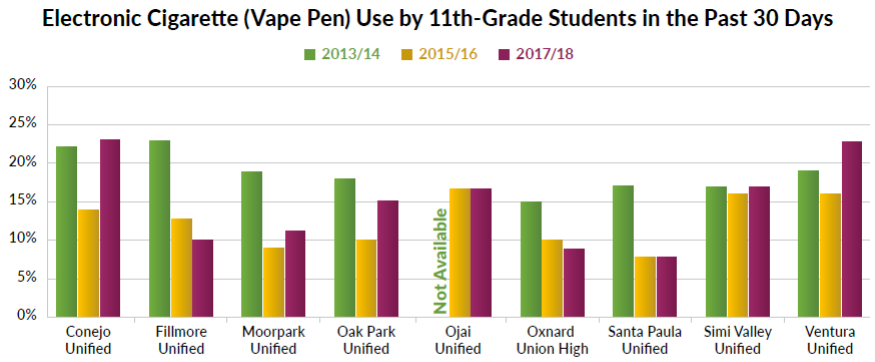
OIL & GAS PRODUCTION - PAGE 74



Ventura County Civic Alliance | 2019 State of the Region Report

Ventura County Civic Alliance | 2019 State of the Region Report

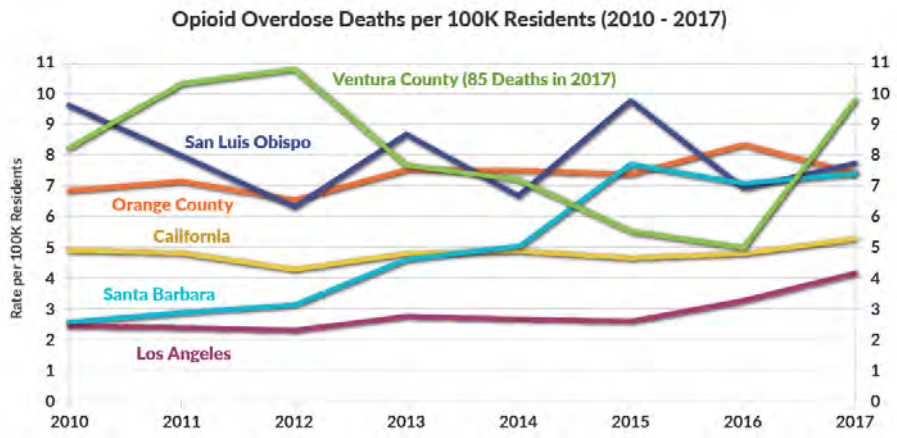
TEEN SUBSTANCE ABUSE - PAGE 83



Survey Question:
During the past 30 days, on how many days did you use electronic cigarettes?

Ventura County Civic Alliance | 2019 State of the Region Report

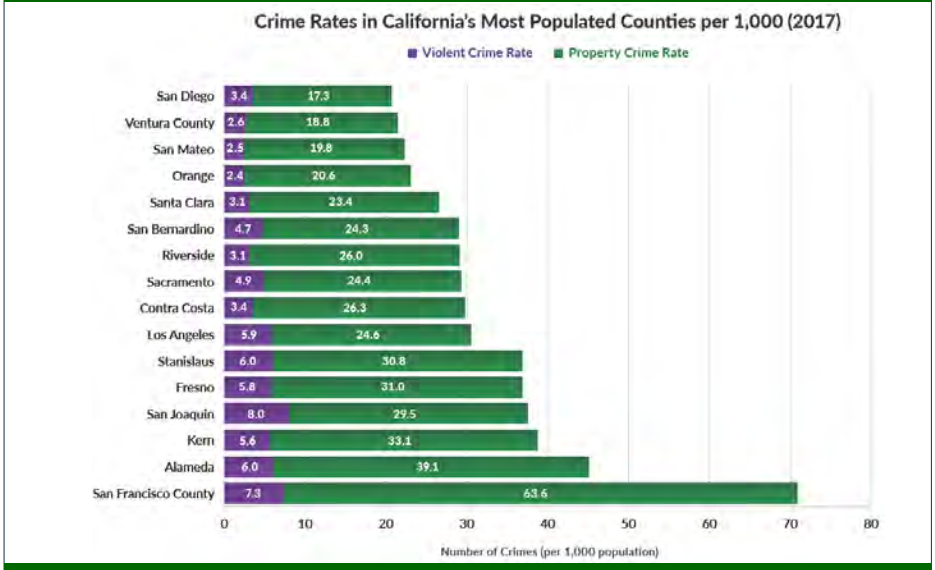
OPIOID DEATHS - PAGE 86



Ventura County Civic Alliance | 2019 State of the Region Report

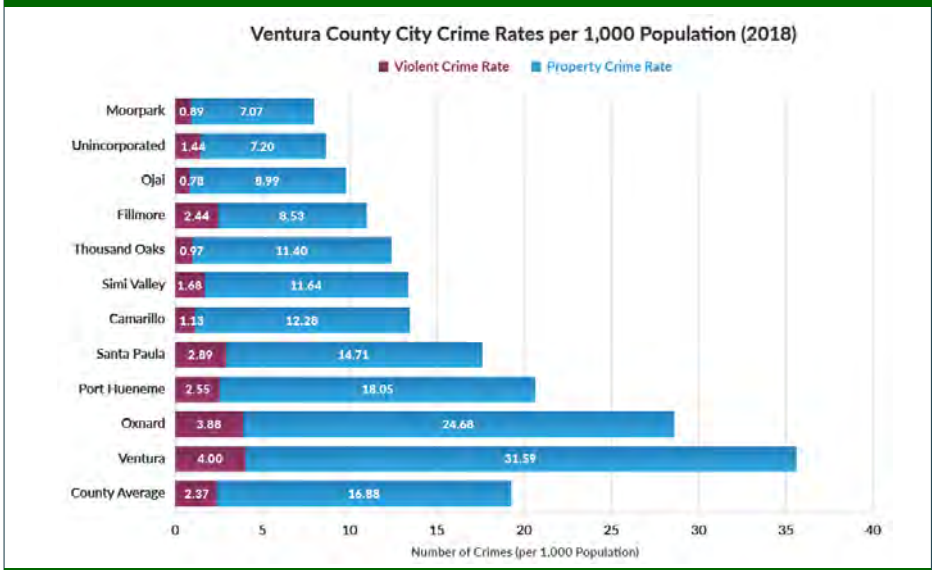
Ventura County Civic Alliance | 2019 State of the Region Report

COUNTY CRIME RATE – PAGE 89



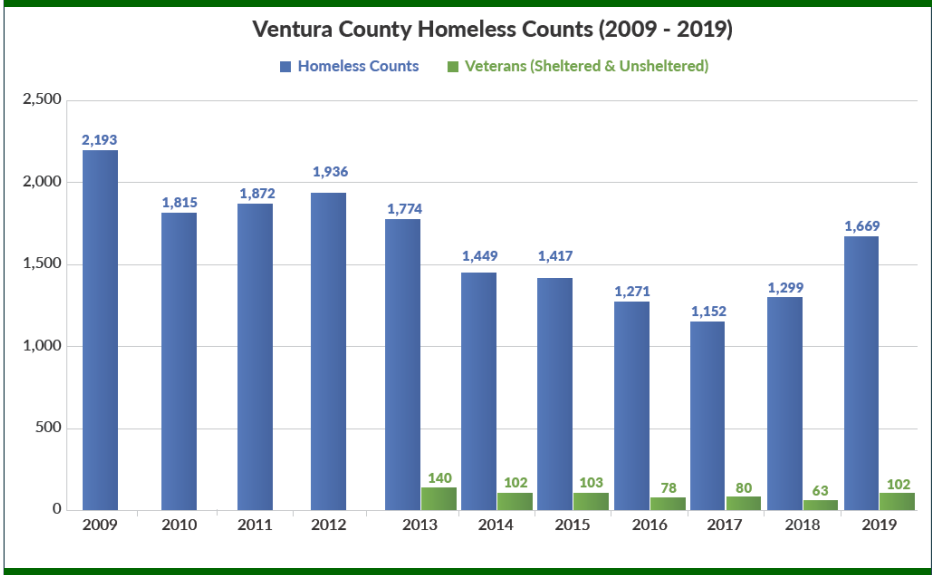
Ventura County Civic Alliance | 2019 State of the Region Report

CITY CRIME RATE – PAGE 90



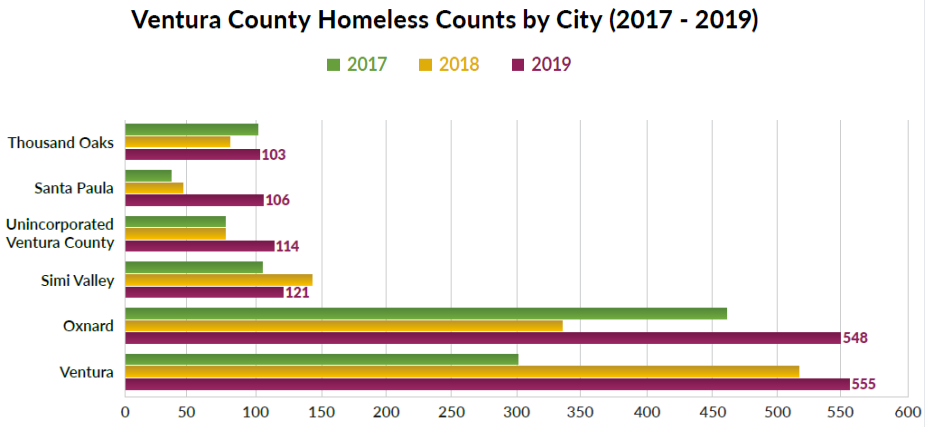
Ventura County Civic Alliance | 2019 State of the Region Report

HOMELESSNESS – PAGE 99



Ventura County Civic Alliance | 2019 State of the Region Report

HOMELESSNESS BY CITY – PAGE 99



Ventura County Civic Alliance | 2019 State of the Region Report

Ventura County Civic Alliance | 2019 State of the Region Report

2019 STATE OF THE REGION REPORT
Wildfire Impacts
Ventura County Civic Alliance | 2019 State of the Region Report

DELIVERING QUALITY RESEARCH SINCE 2002
2002
2007
2013
2015
STATE OF THE REGION REPORT
Ventura County Civic Alliance
2017
STATE OF THE REGION REPORT
VENTURA COUNTY CIVIC ALLIANCE
ADVANCING REGIONAL STEWARDSHIP & DIALOGUE
2019
STATE OF THE REGION REPORT
2017
2019
Ventura County Civic Alliance | 2019 State of the Region Report

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1.

DATE: November 5, 2019

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: First Amendment to Agreement for Special Counsel on Water and Wastewater Issues.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute a First Amendment to the Attorney Services Agreement with Meyers, Nave, Riback, Silver & Wilson ("Meyers Nave") (Agreement No. 8603-19-CA, Purchase Order 7340) for services relating to water and wastewater issues for an increase of $300,000 for a total contract amount not to exceed $500,000.

BACKGROUND

The City Attorney's office, in conjunction with the Public Works Department, entered into an agreement with Meyers Nave in March 2019 for services including, but not limited to, acting as the City's legal representative in connection with the wastewater pre-treatment program update (local limits update), GREAT program, negotiating and drafting agreements for the sale, delivery storage and injection of recycled water, assisting with environmental review, regulatory compliance efforts, and participation on the Fox Canyon Groundwater Management Agency (GMA) groundwater sustainability plan and water allocation ordinance review.

Staff anticipates ongoing work effort on the wastewater pre-treatment program update, the Fox Canyon GMA groundwater sustainability plan, and water allocation ordinance for the remaining fiscal year. Therefore, staff is recommending an amendment to increase Meyers Nave agreement to supply ongoing Fox Canyon GMA effort.

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 Water Operating Fund (Account no. 601-6010-842-8204) and Wastewater Operating Fund (Account nos. 611-6103-842.82-04 and 621-6202-842.82-04) will fund $200,000 and $100,000, respectively. Sufficient funds are available in the FY2019-20 budget. Any funding necessary in future fiscal years will be included in the budget of each fiscal year.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. Meyers Nave 8603-19-CA 1st Amendment
2. Meyers_Nave.8603-19-CA.03-2019

Agreement No. 8603-19-CA

FIRST AMENDMENT TO ATTORNEY SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of November, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Meyers, Nave, Riback, Silver & Wilson, PLC ("Special Counsel"). This First Amendment amends the Agreement entered into on March 27, 2019, by City and Special Counsel.

City and Special Counsel agree as follows:

1. In Section 10.a.(1) Compensation and Reimbursement the figure "$200,000" is deleted and replaced with the figure "$500,000".

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

[Signatures on next page]

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

CITY OF OXNARD

_____ _____
Tim Flynn, Mayor[1] Date

ATTEST:

_____ _____
Michelle Ascencion, Date
City Clerk

APPROVED AS TO FORM & CONTENT:

_____ _____
Stephen M. Fischer, Date
City Attorney

MEYERS, NAVE, RIBACK, SILVER & WILSON, PLC

_____ _____
David W. Skinner, CEO Date

_____ _____
Gregory J. Newmark, Date
Board Secretary

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

Agreement No. 8603-19-CA

ATTORNEY SERVICES AGREEMENT

This Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, by and between the City of Oxnard, a municipal corporation ("City"), and Meyers, Nave, Riback, Silver & Wilson, a professional law corporation engaged in the practice of law in the state of California ("Special Counsel").

WHEREAS, City desires to engage Special Counsel to represent City's interests and to provide legal advice and services to City in a variety of legal matters as determined by the City Attorney; and

WHEREAS, Special Counsel represents that Special Counsel's personnel possess the skills, qualifications and experience necessary to properly perform such services.

NOW, THEREFORE, City and Special Counsel hereby agree as follows:

1. Scope of Services

a. Special Counsel is hereby retained as special counsel for City to perform the following legal services:

i. *Sustainable Groundwater Management Act* – Special Counsel will provide advice to, and representation of, the City regarding application and implementation of the Sustainable Groundwater Management Act, including advocacy before the Fox Canyon Groundwater Management Agency and representation in any related litigation;

ii. *Santa Clara Waste Water Co. Site* – Special Counsel will provide advice, and representation of, the City regarding industrial pretreatment permitting of a waste treatment facility located on Mission Rock Road;

iii. *Tyler Technologies, Inc. Contract* – Special Counsel will provide advice regarding the City's negotiations of a contract for the purchase of an Enterprise Resource Planning System from Tyler Technologies, Inc., including review of draft contract language; and,

iv. *Additional Matters* – upon written agreement of Special Counsel and the City Attorney, the parties may agree to have Special Counsel perform legal services regarding additional matters as provided under this Agreement.

b. In litigation matters, the City Attorney is responsible for the ultimate resolution, amounts of damage awards, if any, and defense fees and costs of all cases. Special Counsel shall inform the City Attorney of the status of each case prior to arbitrations, voluntary settlement conferences, mandatory settlement conferences, motions for summary judgment, trial, settlement negotiations and of any significant developments during discovery.

c. Special Counsel shall regularly and reasonably discuss and review with

the City Attorney investigation issues, discovery, and case tactics and strategy.

d. Special Counsel shall send case evaluations, correspondence and status reports to the City Attorney.

e. Special Counsel shall inform the City Attorney of the legal staff assigned to cases and matters and shall promptly advise the City Attorney of any significant change in assignments. Upon request Special Counsel shall provide the City Attorney with resumes of legal staff.

f. If settlement authority is required from City Council, upon request, Special Counsel shall timely prepare and submit to the City Attorney a Confidential Briefing Report for City Council review.

g. Special Counsel shall use the expertise of City staff in lieu of outside experts whenever feasible and practical.

h. Special Counsel shall handle all significant aspects of the litigation or matter. If Special Counsel intends to assign other special counsels to assist the primary Special Counsel, Special Counsel shall notify the City Attorney in advance. Only those special counsels assigned and approved in advance in writing by the City Attorney may work on cases or matters.

2. Special Counsel Representative

Gregory J. Newmark shall be Special Counsel's representative and shall be personally responsible for the performance and/or coordination of legal services under this Agreement.

3. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Special Counsel from rendering any services for Special Counsel's own account or to any other person or entity as Special Counsel in its sole discretion shall determine. Special Counsel agrees that performing such services will not materially interfere with services to be performed for the City.

4. Direction and Coordination

The City Attorney is responsible for providing management and direction to Special Counsel. Special Counsel shall coordinate the services to be provided with the City Attorney to the extent required by the City Attorney, and such services shall be performed to the satisfaction of the City Attorney.

5. Place of Work

Special Counsel shall perform the services provided for in this Agreement at any place or location and at such times as the Special Counsel shall determine.

6. Permits, Licenses, Certificates

Special Counsel, at its sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business tax certificate.

7. City's Responsibilities

Through the City Attorney, City staff will cooperate with Special Counsel and will furnish any required information and materials as expeditiously as necessary for the orderly progress of the services. The City Attorney may examine documents submitted by Special Counsel and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of Special Counsel's services.

8. Term of Agreement

The term of this Agreement shall commence on March 27, 2019, and shall continue until terminated pursuant to this Agreement.

9. Termination of Agreement and Legal Services

This Agreement may be terminated at any time by written notice from either party to the other with or without cause. In such event, all finished or unfinished documents, data and reports in Special Counsel's possession regarding legal services under this contract (excluding drafts, work not billed, and Special Counsel's administrative documents, data and reports such as proprietary and financial/billing/accounting information) shall immediately be turned over to the City Attorney. In the event of such termination, City shall pay Special Counsel for all satisfactory services and costs unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

10. Compensation and Reimbursement

a. Compensation

(1) City shall pay Special Counsel in an amount not to exceed $200,000 annually for services provided under this Agreement.

(2) City shall pay for all services provided by attorneys under this Agreement at the following hourly rates:

Practice Chair	$450
Principal	$395
Of Counsel	$350

Associate	$295
Paralegal	$190

(3) The above hourly rate includes reimbursement to Special Counsel of the ordinary and usual expenses, except for those expenses listed in Section 10(b).

(4) Special Counsel charges for travel time to and from Oxnard for internal meetings with City staff shall not exceed one hour each way.

(5) All billing shall be for work done for the City's direct benefit. Work for the benefit of multiple clients shall be apportioned accordingly.

(6) The above hourly rate may be altered by a writing signed by the City Attorney. Notwithstanding the provisions of Section 33, the City Attorney's written approval under this Section may be provided by electronic mail and will be effective upon transmission.

b. Reimbursement

(1) In addition to the compensation provided above, the City shall reimburse Special Counsel as follows:

(A) Actual Cost to Special Counsel:
Air travel (other than to and from City) - coach
Consultant fees
Extraordinary (in excess of $100) copying/printing services fees
Extraordinary (in excess of $100) in-house copying costs
Court reporting services fees
Expert fees
Service of process fees
Court/filing fees
Out of basic plan legal research
Witness fees

(B) Items with Maximums:
Lodging per night at current IRS rate
Mileage (other than to and from City) at current IRS rate

(2) Any reimbursement over $1,000 requires preapproval in writing by the City. Please send all such requests to the City Attorney's Office Manager at leanne.daly@oxnard.org.

11. Method of Payment

a. Special Counsel shall submit monthly a statement of account which clearly sets forth by dates the designated items of services and respective time for each item for which the statement is submitted and the identity of the attorney performing the services in a form similar to Exhibit A, attached hereto and incorporated in full herein by this reference.

b. Special Counsel shall mail the invoice for payment to City of Oxnard—Office of the City Attorney, 305 W. Third Street, Suite 100E, Oxnard, California 93030, Attention: Stephen M. Fischer, City Attorney.

c. City shall timely pay Special Counsel for services rendered and costs incurred at the rates and in the amounts provided on a monthly basis in accordance with the statements as approved by the City Attorney.

12. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Special Counsel in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by Special Counsel, including but not limited to rent, vehicle, entertainment, promotion, general liability insurance, health insurance, workers' compensation insurance, and all compensation and benefits of employees or agents engaged by Special Counsel. Special Counsel 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 Special Counsel in the performance of such services.

13. Non-Appropriation of Funds

Payments to be made to Special Counsel by City for 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 Special Counsel's services beyond the current fiscal year, this Agreement shall cover payment for Special Counsel's 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.

14. Approved Attorneys and Paralegals

a. The following attorneys shall be the only attorneys assigned to perform services for City:

Practice Chair	Amrit S. Kulkarni
Practice Chair	John D. Bakker

Principal	Gregory J. Newmark
Principal	Julia Bond
Principal	Tim Cremin
Principal	Richard Pio Roda
Principal	Sky Woodruff
Of Counsel	Viviana Heger
Associate	Vidya Venugopal
Associate	TrevorTaniguchi
Associate	Kris Kokotaylo
Paralegal	Patricia McBride
Paralegal	Julie Pfister
Paralegal	Chris McNeese

b. This list of approved attorneys may be altered by a writing approved by the City Attorney. The writing may add paralegals to those professionals authorized to perform services and provide for rates to be paid for such paralegals. Notwithstanding the provisions of Section 33, the City Attorney's written approval under this Section may be provided by electronic mail and will be effective upon transmission.

15. Engagement of Other Counsel, Specialists or Experts

Special Counsel shall not engage or otherwise incur an obligation to pay other legal counsel, specialists or experts for services in connection with this Agreement without the prior written approval of the City Attorney. City shall not pay a mark-up for outside services obtained by Special Counsel.

16. Confidentiality

Any documents and materials given to or prepared or assembled by Special Counsel under this Agreement shall be confidential and shall not be made available to any third person or organization by Special Counsel without prior written approval of the City Attorney.

17. Indemnity and Defense

a. To the fullest extent permitted by law, Special Counsel 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 Special Counsel's reckless or negligent performance of this Agreement or Special Counsel'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. Special Counsel'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 any Indemnified Party, Special Counsel'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 Special Counsel's duty to indemnify. Special Counsel shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Special Counsel 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 Special Counsel 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 Special Counsel 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, Special Counsel may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Special Counsel's work or work product by the Indemnified Party shall not affect, relieve or reduce Special Counsel'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.

18. Insurance

a. Special Counsel shall obtain and maintain during the performance of any

services under this Agreement the insurance coverages as specified in Exhibit INS-A, 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 Special Counsel obtain and maintain such insurance coverages.

b. Special Counsel shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Special Counsel is a material element of this Agreement. Special Counsel's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

19. Independent Contractor

a. In the performance of the services, Special Counsel shall be, and is, an independent contractor, and Special Counsel and its employees are not employees of City. Special Counsel has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Special Counsel.

b. Special Counsel shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Special Counsel'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. Special Counsel 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, or health, life, dental, long-term disability and workers' compensation insurance benefits.

20. Special Counsel Not Agent

Except as provided for in this Agreement, Special Counsel shall have no authority, expressed or implied, to act on behalf of City Attorney in any capacity whatsoever as agents or otherwise. Special Counsel shall have no authority, expressed or implied, unless pursuant to this Agreement to bind the City to any obligation whatsoever.

21. Conflict of Interest

Special Counsel shall scrupulously avoid performing services for any party or entering into any contractual or other relationship with any party which might create a conflict with the rendering of services under this Agreement. Special counsel shall immediately inform the City Attorney of any conflict of interest or potential conflict of interest which may arise during the term of this Agreement by virtue of any past, present, or prospective act or omission of Special

Counsel.

22. Assignability of Agreement

This Agreement contemplates personal performance by Special Counsel's personnel and is based upon a determination of the unique competence and experience of Special Counsel's personnel and upon the specialized personal knowledge of Special Counsel's personnel. Assignment of any or all rights, duties or obligations of Special Counsel under this Agreement shall be permitted only with the express written consent of the City Attorney.

23. Fair Employment Practices

a. All persons employed by Special Counsel shall be treated equally by Special Counsel 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. During the performance of this Agreement, Special Counsel and any other parties with whom Special Counsel 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. Special Counsel shall 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. Special Counsel shall provide City with access to and, upon request, provide copies to City of all of Special Counsel's records pertaining or relating to Special Counsel's employment practices, to the extent such records are not confidential or privileged under State or federal law.

e. Special Counsel shall recruit vigorously from protected classes and to encourage businesses owned by persons in a protected class to bid subcontracts.

24. Time of Essence

Time is of the essence in regard to performance of, or lack of performance of, any of the terms and conditions of this Agreement.

25. Covenants and Conditions

Each term and each provision of this Agreement to be performed by Special Counsel shall be construed to be both a covenant and a condition.

26. Governing Law; Venue

The construction and interpretation of this Agreement and the rights and duties of City and Special Counsel hereunder shall be governed by the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Ventura County Superior Court.

27. Compliance with Laws

Special Counsel shall comply with all federal, state and local laws, rules, and regulations, now or hereafter in force, pertaining to the services performed pursuant to this Agreement.

28. Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

29. Waiver

No waiver of a breach of any provision of this Agreement by either Special Counsel 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 Special Counsel 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.

30. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

31. Arbitration

In the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Special Counsel's compensation, the dispute may be submitted to 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.

32. Authority to Execute

a. The person or persons executing this Agreement has or have been duly authorized by the City Council to do so on behalf of the City.

b. The person or persons executing this Agreement has or have been duly authorized by Special Counsel to do so on behalf of Special Counsel.

33. Notices

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 (i) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (ii) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below or at such other address as one party may notify the other in writing:

a. Any notice to Special Counsel shall be addressed to Meyers Nave, 707 Wilshire Blvd., 24th Floor, Los Angeles, CA 90017 Attention: Gregory J. Newmark.

b. Any notice to City shall be addressed to City of Oxnard—Office of the City Attorney, 305 W. Third Street, Suite 100E, Oxnard, California 93030, Attn: Stephen M. Fischer, City Attorney.

34. Amendment

This Agreement may be amended at any time in writing by the City Attorney and Special Counsel.

35. Entire Agreement

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

3/27/19

Stephen M. Fischer, City Attorney

MEYERS, NAVE, RIBACK, SILVER & WILSON, PLC

David W. Skinner, CEO

Gregory J. Newmark, Board Secretary

The City requires the following for any agreement:

- For a corporation, two signatures: (1) the Board President, CEO or Vice President; and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, two signatures, both of whom must be managers of the LLC; or
- For a partnership or limited partnership, the signatures of all partners.

If your entity 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 Special Counsel.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2.

DATE: November 5, 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 October 1, 2019 and October 15, 2019 regular meetings 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 items 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 10.01.2019 CC regular meeting
2. Minutes 10.15.2019 CC regular meeting

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
October 1, 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 Community Development Successor Agency and the Oxnard Financing Authority) in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Vianey Lopez, Bryan A. MacDonald, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present. Councilmembers Oscar Madrigal and Gabriela Basua were absent (arrived at 4:35 p.m. and 5:03 p.m., respectively).

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

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

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code section 54956.9 (d)(1)) (City Council)
   Name of case: Melissa Stillwagon v. City of Oxnard; and the California Public Employees' Retirement System.
   Ventura County Superior Court, Case No. 56-2018-00511341-CU-WM-VTA

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
   Name of case: Andrew Ulrich v. City of Oxnard.
   Workers' Compensation Case No. ADJ10883734

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

4. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code Section 54956.9(d)(4)) (Successor Agency)
   Based on existing facts and circumstances, the Successor Agency shall decide whether to initiate litigation in one potential case.

5. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code section 54956.8) (City Council)
   Property: 1258 Saviers Road, Oxnard
   Agency Negotiators: Emilio Ramirez, Housing Director

DRAFT

Negotiating Party: Mahmoud Farahani
Under negotiation: Price and terms of payment.

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: 1. Melissa Stillwagon v. City of Oxnard, and the California Public Employees' Retirement System; and 2. Andrew Ulrich v. City of Oxnard.

"The City Council will also recess to closed session pursuant to Government Code section 54956.9, subdivision (d)(2) to confer with its attorneys regarding significant exposure to litigation against the City resulting from the temporary suspension of the City Treasurer's e-mail account for the duration of a confidential personnel investigation.

"The City Council will also recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its real property negotiators, Emilio Ramirez, Housing Director, concerning negotiations with Mahmoud Farahani regarding Item C-5 of the meeting agenda.

"The Successor Agency will recess to a closed session, pursuant to Government Code section 54956.9(c) to decide whether to initiate litigation in one potential case."

At 4:36 p.m., the City Council recessed to a closed session. At 6:18 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement:

"The City Council by a unanimous vote approved seeking appellate review of the ruling in Stillwagon v. City of Oxnard ordering the city to grant plaintiff industrial disability retirement. The Successor Agency by a vote of 4-2 with Mayor Flynn, Mayor Pro Tem Ramirez, Councilmember Perello, and Councilmember Lopez voting for, and Councilman MacDonald and Councilmember Madrigal voting no (Councilwoman Basua was absent) has directed the City Attorney to initiate an action. The action, the defendants, and the other particulars shall, once unsealed, be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage."

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Jeffrey Lambert, Community Development Director; Scott Whitney, Police Chief; Keith Brooks, Chief Information Officer; Kevin Riper, Chief Financial Officer; Steve Naveau, Human Resources Director; Beth Vo, Budget Manager; and Delia Campbell, Police Finance Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating October 2, 2019 as "Clean Air Day" in the City of Oxnard.

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

2. SUBJECT: Presentation of a Proclamation Designating the Month of October 2019 as "Multicultural Month" in the City of Oxnard.

Mayor Flynn read the proclamation and presented it to the Community Relations Commission. Chairwoman Tiffany Lopez made some remarks about the upcoming Multicultural Festival.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Chief Scott Whitney (recent pedestrian fatality), Neal Berger (short term rentals in Oxnard Shores), Lisa Guillen (overgrown trees at Imperial Oxnard mobile home park), Jill Van Zeebroeck (short term rentals at The Colony at Mandalay Beach), William Hernandez (overgrown weeds and lack of landscape maintenance),Walter Ontiveros (dead/dying trees, crosswalk safety), Jeff Miller (labor negotiations), Pat Brown (trucks on Oxnard Boulevard), Maria Contreras (recent pedestrian collisions), Angie Quintino (pedestrian safety in La Colonia), Carmen Ruiz (pedestrian safety in La Colonia), Carolina Gallardo Magana (recent Neighborhood Resource Fair in Southwinds, neighborhood council meeting flyers, pedestrian safety), Sofia Vega (recent Southwinds PAL event), Kevin Pisacich (recent tree trimming), Diane Delaney (short term rentals in the beach area), Larry Barbarine (acknowledged upcoming Jewish holidays and Columbus Day), Peggy Rivera (negotiations for homeless shelter property), and Aurora Ortiz-Alcantar (pedestrian safety in La Colonia).

G. REPORT OF CITY MANAGER

The Deputy City Manager introduced Dianna Guevara of the U.S. Census Bureau - Ventura County Region, who gave a report on the upcoming 2020 Census. Discussion ensued among the Council and Ms. Guevara.

The Assistant City Manager gave an update on the PAL gymnasium roof replacement project.

H. CITY COUNCIL REPORTS

Councilmember Lopez commented on pedestrian safety and driving carefully, and reported on the recent Cal-Gisler neighborhood cleanup event and the Southwinds Community Resource Fair.

Councilmember Perello commented on pedestrian safety and driving carefully, the recent passing of Harry Cortez, the Library Board citizen advisory group, a grand opening event for veterans affordable housing, and a free medical event at Our Lady of Guadalupe church.

Councilman MacDonald announced upcoming Gold Coast Transit District and Ventura County Transportation Commission meetings, and a police department "Coffee for a Cause" event to benefit breast cancer awareness.

Mayor Pro Tem Ramirez commented on pedestrian safety and driving carefully, a fundraiser for the family of the student killed in the traffic accident, and the recent passing of Harry Cortez.

DRAFT

Councilwoman Basua commented on traffic around schools in the La Colonia area and the recent student fatality. She wished her mother a happy birthday

Councilmember Madrigal commented on the recent student fatality and a fundraiser for his family. He reported on the Lemonwood School grand opening, Rose Park neighborhood meeting, Boys & Girls Club kids day event, 5k walk at Camino Del Sol Park, and the Banana Festival.

Mayor Flynn commented on landscaping issues in the city and the upcoming volunteer day to help clean up the city. He announced that there will regular updates given on what the city is doing to address homelessness.

City Manager Department

1. SUBJECT: "No Place Like Home - Ventura County" Presentation.
   RECOMMENDATION: That the City Council receives a presentation from Ventura County Behavioral Health.

Susan White Wood of Ventura County Behavioral Health gave a report. Discussion ensued among the Council and staff. No action was required.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Item K-8 was discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Pat Brown and Lucy Cartagena.

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the City Council approve the minutes of the September 17, 2019 regular meeting as presented.

City Manager Department

2. SUBJECT: Resolution Commemorating the Life of Karen Renee Burnham and her Thirty-Seven Years of Service to the City of Oxnard.
   RECOMMENDATION: That City Council adopt **Resolution No. 15,259** commemorating the life of former longtime employee Karen Renee Burnham and her thirty-seven years of service to the city.

City Attorney Department

3. SUBJECT: Adoption of Camping, Removal and Storage of Personal Property, Park Exclusion, and Aggressive Panhandling and Solicitation Ordinance.

DRAFT

RECOMMENDATION: That City Council adopt **Ordinance No. 2966** amending Article XVIII of Chapter 7 of the Oxnard City Code related to Ormond Beach, and adding Articles XX, XXI and XXII to Chapter 7 of the Oxnard City Code regulating Camping, Removal and Storage of Personal Property, Park and Park Facility Exclusion, and Aggressive Panhandling and Solicitation.

Cultural and Community Services Department

4. SUBJECT: Agreement No. 8503-18-LI with Baker & Taylor, LLC for Purchasing, Cataloging, and Processing of Library Materials.
RECOMMENDATION: That the City Council authorize the Mayor to execute Agreement No. 8503-18-LI for the total amount of $570,000 with Baker & Taylor, LLC for three years for the purposes of purchasing library materials, cataloging, and processing. (Community Services Committee approved 3-0)

Community Development Department

5. SUBJECT: Adoption of Ordinance No. 2965.
RECOMMENDATION: That the City Council adopts **Ordinance No. 2965** (read by title only, waiving further reading) approving Planning & Zoning Permit No. 19-580-03 (Zoning Text Amendment - ZTA) – Amendment to Ordinance No. 2960 - Chapters 11 and 16 of the Oxnard City Code (OCC) Pertaining to Buffer Requirements and Approval Authority for Manufacturing, Testing, and Distribution of Cannabis.

Fire Department

6. SUBJECT: Purchase Order with L.N. Curtis & Sons for fire/rescue equipment and supplies.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute the change order to Purchase Order No. 6673 with L.N. Curtis & Sons (L.N. Curtis) for a not-to-exceed amount of $351,000 for Fiscal Year 19/20 and $125,000 for Fiscal Year 20/21 for the purchase of Fire Department supplies and equipment for two years. (Public Safety Committee approved 2-0)

Human Resources Department

7. SUBJECT: Third Amendment to Agreement with York Insurance Services.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Third Amendment to Agreement No. 7494-16-FN with York Insurance Services Group, Inc. in the amount of $195,000, for a total contract value of $780,000 for liability claims administration and adjustment services.

Public Works Department

8. SUBJECT: Notice of Completion – Durley Park Improvement Project.
RECOMMENDATION: That the City Council receive an update following the Durley Park Improvement Project Notice of Completion recorded on August 15, 2019.

9. SUBJECT: Approval of Agreements for On-Call Professional Engineering Services.

DRAFT

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute:
1. Agreement No. A-8164 with Huitt-Zollars, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed $500,000.
2. Agreement No. A-8165 with Dokken Engineering, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed $250,000.
3. Agreement No. A-8166 with Wallace Group for On-Call Professional Engineering Services for a three year term, not to exceed $1,000,000.
4. Agreement No. A-8167 with AECOM for On-Call Professional Engineering Services for a three year term, not to exceed $750,000.
5. Agreement No. A-8168 with Kier & Wright Civil Engineers and Surveyors, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed $250,000.
6. Agreement No. A-8170 with Interwest Consulting Group, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed $1,000,000.
(Public Works and Transportation Committee approved 3-0)

10. SUBJECT: Approve Trade Services Agreement No. A-8175 for Foaming Root Control Services to Various Locations Within the City of Oxnard for Duke's Root Control, Inc.
RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement No. A-8175 to Duke's Root Control, Inc., for a three (3) year term for an amount not to exceed $325,561.50. (Public Works and Transportation Committee approved 3-0)

11. SUBJECT: Sustainable Transportation Planning Grant Application - California Department of Transportation.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,260** authorizing the City Manager to submit an application for $410,000 in California Department of Transportation Sustainable Transportation Planning Grant Program funds, to be used for multimodal transportation and land use planning that furthers sustainable community strategies and contributes to the State's greenhouse gas reduction targets. This grant would require a match of 11.47%, or $53,121 which can be in-kind.

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

L. REPORTS

Information Technology Department

1. SUBJECT: Enterprise Resource Planning (ERP) System Purchase.
RECOMMENDATION: That the City Council:
1. Award and authorize the Mayor to execute the agreement with Tyler Technologies, Inc. for an enterprise resource planning (ERP) system in an amount not to exceed $9,117,985 (which is $8,245,085 plus $872,900 implementation contingency) over a five-year term with future years' funding contingent on Council budget approval (recognizing the agreement is one component of the total, five-year project cost of $14,893,817, which also includes $5,775,832 in additional implementation costs and hardware/ software costs);
2. Authorize the Mayor to approve a budget appropriation in amount of $522,644

($81,992 of Tyler fees plus $440,652 of implementation costs) for FY 2019-20 from future debt proceeds based on proposed Resolution of Intent to Reimburse from Lease Revenue Bond Proceeds; and
3. Adopt **Resolution No. 15,261** amending Resolution No. 15,241 to increase by two the full-time equivalent positions in the City service pursuant to Chapter 4 of the City Personnel Rules and Regulations.
(Finance & Governance Committee approved 3-0)

The Chief Information Officer and Chief Financial Officer gave a report. Public comments were received from Nancy Lindholm. 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.

M. PUBLIC HEARINGS

Finance Department

1. SUBJECT: Refinancing of 2011 Lease Revenue Bonds.
RECOMMENDATION: 1. That the City Council approve **Resolution No. 15,262**:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE ISSUANCE BY THE CITY OF OXNARD FINANCING AUTHORITY OF (I) NOT TO EXCEED $9,050,000 OF CITY OF OXNARD FINANCING AUTHORITY LEASE REVENUE BONDS, SERIES 2019A (FEDERALLY TAXABLE), AND (II) NOT TO EXCEED $22,940,000 OF CITY OF OXNARD FINANCING AUTHORITY LEASE REVENUE REFUNDING BONDS, SERIES 2021A (TAX EXEMPT); APPROVING THE EXECUTION AND DELIVERY OF VARIOUS RELATED DOCUMENTS IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS; AND AUTHORIZING OTHER MATTERS RELATED THERETO; and
2. That the City of Oxnard Financing Authority approve **Resolution No. 53**:
A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF OXNARD FINANCING AUTHORITY AUTHORIZING THE ISSUANCE OF (I) NOT TO EXCEED $9,050,000 OF CITY OF OXNARD PUBLIC FINANCING AUTHORITY LEASE REVENUE BONDS, SERIES 2019A (FEDERALLY TAXABLE), AND (II) NOT TO EXCEED $22,940,000 OF CITY OF OXNARD FINANCING AUTHORITY LEASE REVENUE REFUNDING BONDS, SERIES 2021A (TAX EXEMPT); APPROVING THE EXECUTION AND DELIVERY OF VARIOUS RELATED DOCUMENTS IN CONNECTION WITH THE OFFERING AND SALE OF SUCH BONDS; AND AUTHORIZING OTHER MATTERS RELATED THERETO.
(Finance & Governance Committee approved 2-0)

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Chief Financial Officer introduced Craig Hill of NHA Advisors, who gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. No one requested to speak. Without objection, the Council approved closing the public testimony portion of the public hearing.

DRAFT

Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilwoman Basua, 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: Citywide General Plan Consistency Zone Change Program Planning and Zoning (PZ) Permit No. 17-570-02 (Zone Change).
RECOMMENDATION: That the City Council:
1. Receive a report regarding the General Plan Consistency Zone Change Program;
2. Open a public hearing;
3. Introduce and waive the first reading of an Ordinance by title only approving a Zone Change to parcels as listed in Exhibit A; and
4. Set the Ordinance for a second reading and adoption at the City Council meeting of October 15, 2019

The City Clerk announced the affidavit of mailing and stated that three written communications had been received. The Community Development Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Luis Alberto Torres Martinez and Sukhi Sandun. Written comments were received from Gene Haake, Mary Louise Meeker, and Janet Marie Wolf.

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 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.

Police Department

3. SUBJECT: Justice Assistance Grant ("JAG") FY 2019.
RECOMMENDATION: That City Council conduct a public hearing and adopt **Resolution No. 15,263**:
1. Authorizing the City Manager to execute and submit an application for U.S. Department of Justice (DOJ) grant funds in the amount of $117,724 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY 2019 Local Solicitation;
2. Authorizing the City Manager to execute a Memorandum of Understanding with the County of Ventura and the Cities of San Buenaventura and Simi Valley designating the City of Oxnard as the lead agency and fiscal agent for the JAG;
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award;
4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget appropriation for the use of JAG funds upon award; and

5. Authorizing the Chief of Police or designee to submit all program related progress or status reports.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Police Finance 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 Madrigal, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

N. REPORTS

Police Department

1. SUBJECT: Use of Small Unmanned Aerial Vehicles ("Drones") for Public Safety.
RECOMMENDATION: That the City Council receive a report from the Police Department regarding its progress towards the use of small unmanned aerial vehicles in public safety applications.

(This item was postponed due to time.)

Public Works Department

2. SUBJECT: Update on Lease and Operating Agreement with the Oxnard Historic Farm Park Foundation.
RECOMMENDATION: That the City Council consider selling the Farm Museum. (Public Works and Transportation Committee voted 2-0 to forward the item for City Council consideration)

(This item was postponed due to time.)

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:48 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

DRAFT

M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
October 15, 2019

A. ROLL CALL, POSTING OF AGENDA

At 4:34 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California (also at a teleconference location at the Westgate Hotel, 1055 Second Avenue, San Diego, California). The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua (via telephone), Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

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

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

C. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Government Code Section 54956.9(d)(1)) (City Council)
   Name of case: Karen Hernandez v. City of Oxnard Workers' Compensation Case Nos. ADJ2668365; ADJ9975613; ADJ2595162; ADJ10575192

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

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

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 title of the litigation being discussed is Karen Hernandez v. City of Oxnard.

"The City Council also will recess to a closed session pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case involving the City's contractual obligations to Riverpark B LLC regarding conveyance of the Riverpark reclamation basins.

DRAFT

"The City Council will also recess to a closed session pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, to decide whether to initiate litigation in two potential cases."

At 4:36 p.m., the City Council recessed to a closed session. At 6:03 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement:

"In closed session, the Council considered initiation of litigation in two cases. In one case, on a vote of 6-1 with Councilmember Madrigal voting no and all others voting yes, the Council has directed the City Attorney to initiate an action. The action, the defendants, and the other particulars shall, once unsealed, be disclosed to any person upon inquiry, unless to do so would jeopardize the City's ability to effectuate service of process on one or more unserved parties, or that to do so would jeopardize its ability to conclude existing settlement negotiations to its advantage. On the second matter, the City Council unanimously approved directing the City Attorney to seek appellate review of an action by the Department of Finance related to disposition of loan repayment proceeds, and more information will be available once that matter has been filed."

Mayor Flynn announced that Councilwoman Basua was joining the meeting remotely from San Diego, and public hearing item L-1 is pulled from the agenda and rescheduled for November 5, 2019.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Dave Walker, Police Sergeant; Scott Whitney, Police Chief; Rosemarie Gaglione, Public Works Director; Kenneth Rozell, Chief Assistant City Attorney; Tatiana Arnaout, City Engineer; and Jason Benites, Assistant Police Chief.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2019 as "Domestic Violence Awareness Month" in the City of Oxnard.

Mayor Flynn read the proclamation and presented it to Police Sergeant Walker, who made some remarks. Olga Lydia Media of Lideres Campesinas read a poem about domestic violence.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Walter Hagedohm (short-term rentals), Robert Murphy (short-term rentals), Ben Di Benedetto (short-term rentals), Ray Blattel (employee benefits), Roberto Garcia (downtown improvement projects), Robert Dushane (short-term rentals), Jill Van Zeebroeck (short-term rentals), Cruz Castillo Chaidez (proposing a football stadium), Jack Villa (recent Hobson Park East neighborhood cleanup, new PACC operator), Nancy Cozza (upcoming Monarch Butterfly Festival, dumping on Olds Road), Pat Brown (proposed Building Codes Ordinance, short-term rentals), Lucy Cartagena (potential homeless shelter near Five Points), Aaron Starr (bylaws for council committees; city website complaint), and Julie Pena (homelessness, the housing crisis, and short-term rentals).

DRAFT

G. REPORT OF CITY MANAGER

The Police Chief reported on the recent Oxnard Serve Day event where churches performed various community service projects. The City Manager commented on the free fruit tree giveaway program, upcoming Plaza Park homeless outreach event, Great Shakeout annual earthquake preparedness event, availability of safety videos for pedestrians and motorists, an upcoming mobility forum at Oxnard College, and a special meeting on the proposed Fisherman's Wharf project on November 7, 2019.

H. CITY COUNCIL REPORTS

Councilmember Madrigal reported on the Rio Lindo and Bryce Canyon North neighborhood meetings, the La Colonia Green Alley Project event, parent meetings at Ramona and Cesar Chavez school regarding a recent student pedestrian fatality, the Wagon Wheel grand opening, Multicultural Festival, Knights of Columbus Civic Night, and the recent Pacifica v. Oxnard High football game. He later announced a free medical, dental, and vision exams event at Our Lady of Guadalupe church.

Mayor Pro Tem Ramirez commented on the recent NAACP awards, the fruit tree giveaway program, housing and services for the homelessness, the Regional Housing Needs Assessment process, and pedestrian safety. She later thanked the Public Works Grant Specialist on his work for the fruit tree giveaway program.

Councilman MacDonald reported on the Multicultural Festival, the grand opening ceremony for the new dog park, and the Wagon Wheel grand opening.

Councilmember Perello commented on the fruit tree giveaway program, Knights of Columbus Civic Night event, the importance of modern building standards, development near airport fly zones, and council committee bylaws.

Councilmember Lopez reported on visiting a class at Fremont Junior High school and participated in a police ride along.

Mayor Flynn commented on the upcoming Plaza Park homeless outreach event, transitioning people into permanent housing, efforts to secure state funding, and the recently adopted camping/pan-handling ordinance.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-6, K-7, and K-11 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

Community Development Department

1. SUBJECT: Notice of Pending Approval - Fourth Phase of Planning & Zoning Permit No. 06-300-19 (Tract No. 5644-4) to subdivide 11 open space lots previously associated with

DRAFT

sand and gravel mining operations for detention basins, maintenance roads, and a public multi-use trails located northwest of the Vineyard Drive and Thames River Drive intersection within the RiverPark Specific Plan Area; inclusive of ownership quitclaim deeds by RiverPark and City for ownership lots subdivided, filed by Tony Talamante with RiverPark Legacy, LLC.
RECOMMENDATION: That City Council:
1. Authorize the Mayor to sign the owner statement on the title page of the Tract 5644-4 Final Map Phase 4;
2. Authorize the Mayor to sign a deed that quitclaims certain properties from the City to RiverPark Legacy;
3. Authorize the Mayor to sign a Certificate of Acceptance and a deed that quitclaims certain properties from RiverPark Legacy to the City of Oxnard; and
4. Receive and file a Notice of Pending Approval for Planning and Zoning Permit No. 06-300-19 (Final Map for Tract 5644-4 Phase 4).

2. SUBJECT: Adoption of **Ordinance No. 2967**.
RECOMMENDATION: That the City Council approve for second reading (by title only and waive further reading) and adoption of Ordinance No. 2967, authorizing Citywide General Plan Consistency Zone Change Program Planning and Zoning (PZ) Permit No. 17-570-02 (Zone Change).

Cultural and Community Services Department

3. SUBJECT: Appropriate Funds for FY 18-19 for the Oxnard Performing Arts and Convention Center (PACC).
RECOMMENDATION: That the City Council ratify a one-time appropriation of $70,000 for costs associated with operating the PACC during FY 18-19.

Information Technology Department

4. SUBJECT: Purchase of Cisco network equipment from Insight Public Sector, Inc.
RECOMMENDATION: That the City Council approve a purchase order of $362,946.50 for Cisco networking equipment from Insight Public Sector, Inc., and a budget appropriation adjustment (Finance & Governance Committee approved 3-0)

Police Department

5. SUBJECT: Resolution Amendments for Reclassification of Full Time Positions and Salary Schedules.
RECOMMENDATION: That the City Council approve the establishment of a new classification title and salary range for Supervising Animal Safety Officer by:
1. Approving and adopting **Resolution No. 15,264** to amend Resolution No. 15,241 authorizing full-time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations; and
2. Approving and adopting **Resolution No. 15,265** to amend Resolution No. 15,242 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations;
3. Approving a budget adjustment, shifting budget of Community Services Officer from

DRAFT

Patrol Division to Supervising Animal Safety Officer in Animal Services Division, with no net impact to General Fund.

Public Works Department

6. SUBJECT: Notice of Completion – Fire Station Generator Installation Project at Stations 1, 2, 3 and 5.
RECOMMENDATION: That the City Council receive an update following the Fire Station Generator Installation Project at Stations 1, 2, 3 and 5 and acknowledge the Notice of Completion recorded on August 7, 2019.

7. SUBJECT: Notice of Completion – Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Project.
RECOMMENDATION: That the City Council receive an update following a Notice of Completion for the first phase of the Oxnard Wastewater Treatment Plant Cogeneration Engine Refurbishment Project recorded on August 15, 2019.

8. SUBJECT: CalRecycle Rubberized Pavement Grant Program Application.
RECOMMENDATION: That City Council adopt **Resolutions No. 15,266 and 15,267** ratifying authorization for the City Manager to submit grant applications for $348,760 in California Department of Recycling and Recovery (CalRecycle) Rubberized Pavement Grant Program funds, to be used for the resurfacing of several streets identified in the FY19-20 and FY20-21 Capital Improvement Plan (CIP).

9. SUBJECT: Parks and Recreation Per Capita Grant Program.
RECOMMENDATION: That City Council adopt **Resolutions No. 15,268 and 15,269** approving the filing of project application(s) for the State Department of Parks and Recreation Per Capita Grant Program.

10. SUBJECT: Approval of Second Amendment to Aquatic Bioassay Laboratories, Inc. Professional Services Agreement A-8093.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Second Amendment to Professional Services Agreement A-8093, with Aquatic Bioassay Laboratories, Inc. (Consultant), that:
1. Adds $400,000 for testing requirements to the wastewater treatment plant ocean monitoring program in order to comply with the National Pollutant Discharge Elimination System (NPDES) permit; and
2. Increases the Agreement from $759,933 to a new total of $1,159,933.

11. SUBJECT: Ratification of Purchase Orders for Auto Parts and Fuel for the Fleet Division.
RECOMMENDATION: That City Council ratify Purchase Orders for auto parts and fuel adding additional time and increasing the dollar amounts as follows:
1. PO 7155, adding $640,000 for a total of $840,000, extending time through 12/31/2019;
2. PO 6260, adding $980,000 for a total of $17,647,000, extending time through 12/31/2019; and
3. PO 6279, adding $120,000 for a total of $420,000, extending time through 12/31/2019.

DRAFT

12. SUBJECT: Appropriation for Fleet Services in Fiscal Year 2018/19.
RECOMMENDATION: That City Council;
1. Adopt **Resolution No. 15,270** approving a four-year loan of $306,808 from the General Fund (101) to the Fleet Services Fund (741) for Fiscal Year 18/19 in connection with restructuring the on-site parts program;
2. Authorize the City Manager to sign a Financial Agreement (A-8189) approving a four-year loan of $306,808 from the General Fund (101) to the Fleet Services Fund (741); and
3. Approve a budget appropriation in the amount of $306,808 to cover the budget shortfall.

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

L. PUBLIC HEARINGS

Community Development Department

1. SUBJECT: California Building Standards Regulations.
RECOMMENDATION: That City Council approve the first reading by title only and subsequent adoption of an ordinance repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.

(This item was pulled from the agenda.)

M. REPORTS

City Manager Department

1. SUBJECT: The Oxnard Government Accountability and Ethics Act.
RECOMMENDATION: That the City Council approve **Resolution No. 15,271** placing the Oxnard Government Accountability and Ethics Act (the Act) on the March 3, 2020 primary election ballot.

The City Manager gave a report. Public comments were received from Jeff Burum, Alicia Percell, Aaron Starr, Angel Garcia, Chuck Covarrubias, and Pat Brown. Written comments were received from Gabriel Teran. Discussion ensued among the Council and staff.

It was moved by Councilmember Lopez, 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.

DRAFT

Public Works Department

2. SUBJECT: Update on Lease and Operating Agreement with the Oxnard Historic Farm Park Foundation.
RECOMMENDATION: That City Council consider selling the Farm Museum. (Public Works and Transportation Committee voted 2-0 to forward the item for City Council consideration)

The Public Works Director gave a report. Public comments were received from Jeff Maulhardt, Forrest Weatherhead, and Pat Brown. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to direct staff to work towards selling the property, and for the deed restrictions to include that the property reverts back to the city should any conditions not be met. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

3. SUBJECT: Acceptance of Conveyance of Title to the Recharge Basins Property from RiverPark B, LLC to the City of Oxnard.
RECOMMENDATION: That City Council adopt a Resolution authorizing acceptance of a Grant Deed for the conveyance of title to the recharge basins parcels from RiverPark B, LLC pursuant to the terms of the Four Party Agreement Regarding Oxnard Plain Groundwater Recharge Program and RiverPark Reclamation Plan.

The City Engineer gave a report. Discussion ensued among the Council and staff. Public comments were received from Tony Talamante.

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.

Police Department

4. SUBJECT: Use of Small Unmanned Aerial Vehicles ("Drones") for Public Safety.
RECOMMENDATION: That the City Council receive a report from the Police Department regarding its progress towards the use of small unmanned aerial vehicles in public safety applications.

The Assistant Police Chief gave a report. Public comments were received from Pat Brown. Discussion ensued among the Council and staff. No action was required.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:32 p.m.

MICHELLE ASCENCION, CMC City Clerk	TIM FLYNN Mayor

DRAFT

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3.

DATE: November 5, 2019

TO: City Council, Community Development Commission Successor Agency, Financing Authority, Housing Authority Board

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: 2020 Meeting Schedule for Legislative Bodies.

RECOMMENDATION

That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority approve the proposed meeting dates for the calendar year 2020.

BACKGROUND

On November 13, 2018, the City Council adopted Ordinance No. 2949 amending Chapter 2, Article 1, Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular City Council meeting schedule and establishing City Council committees, to take effect January 1, 2019.

Per Oxnard City Code section 2-1.1, the City Council will meet the first and third Tuesdays of the month. City Committees will meet the second and fourth Tuesdays of the month. The Council has the ability to schedule additional meetings as necessary or to cancel meetings due to lack of business.

Staff proposes the following meeting dates for the City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority as following for the calendar year 2020.

City Council Meetings (First and Third Tuesdays) are as follows:

January	7 and 21
February	4 and 18
March	17
April	7 and 21
May	5 and 19
June	2, 16 and 30*
July	7, 21 and 29*
September	1 and 15
October	6 and 20
November	17
December	1 and 15

City Council Committees (Second and Fourth Tuesdays) are as follows:

January	14 and 28
February	11 and 25
March	10 and 24
April	14 and 28
May	12 and 26
June	9 and 23
July	14 and 28
September	8 and 22
October	13 and 27
November	10 and 24*
December	8

*Staff is recommending meeting on this date.

The Tuesdays on which the Council **would not** meet, along with the reasons are listed below:

March 3	Statewide Primary Election
August 4, 11, 18 and 25	Council recess the month of August
November 3	General Presidential Election Day
December 22 and 29	December 22 and 29

This schedule results in a total of 43 meetings scheduled for the 2020 calendar year. The Council has the ability to schedule additional special meetings as needed. It is further recommended that Council continue the practice previously authorized by Council on June 4, 2013, of commencing the public portion of meetings at 6:00 p.m. Closed sessions would continue to start as early as 4:30 p.m., as needed. The City Council meetings are televised on Spectrum, Channel 10 and Frontier Communications, Channel 35. Residents also have access to Council meetings via the Internet, both in real time and archived following the meeting at www.oxnard.org/city-meetings.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact to the recommended action.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. 2020 City Council Calendar

2020 OXNARD CITY COUNCIL MEETINGS

City Council (1st & 3rd Tues)

Committees (2nd & 4th Tues)

JANUARY

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

FEBRUARY

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
1	2	3	4	5	6	7

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	1	2	3	4
5	6	7	8	9	10	11

APRIL

S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

MAY

S	M	T	W	T	F	S
26	27	28	29	30	1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	1	2	3	4	5	6

JUNE

S	M	T	W	T	F	S
31	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	1	2	3	4
5	6	7	8	9	10	11

JULY

S	M	T	W	T	F	S
28	29	30	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1
2	3	4	5	6	7	8

AUGUST

S	M	T	W	T	F	S
26	27	28	29	30	31	1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31	1	2	3	4	5

SEPTEMBER

S	M	T	W	T	F	S
30	31	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	1	2	3
4	5	6	7	8	9	10

OCTOBER

S	M	T	W	T	F	S
27	28	29	30	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
1	2	3	4	5	6	7

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	1	2	3	4	5
6	7	8	9	10	11	12

DECEMBER

S	M	T	W	T	F	S
29	30	1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	1	2
3	4	5	6	7	8	9

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4.

DATE: November 5, 2019

TO: City Council

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

SUBJECT: Planning and Zoning Permit No. 18-680-01 (Mills Act Agreement-Henry T. Oxnard-Landmark No. 161), Daniel Barcela House at 320 South F Street. Filed by Jake Donaldson and Nicole Janelle, Property Owners.

RECOMMENDATION

That the City Council authorize the Mayor to execute a Mills Act Contract (Agreement No. A-8185) with Jake D. Donaldson and Nicole S. Janelle (Property Owners) to maintain and preserve a historic property located at 320 S F Street (Oxnard-Landmark No. 161).

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 August 31, 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 December 20, 2018, 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 320 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 eight 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 $1,250 per year and $3,750 per year. Since the City receives approximately 22% of each property tax dollar, the annual loss to the General Fund would be between $550 and $1,100. 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

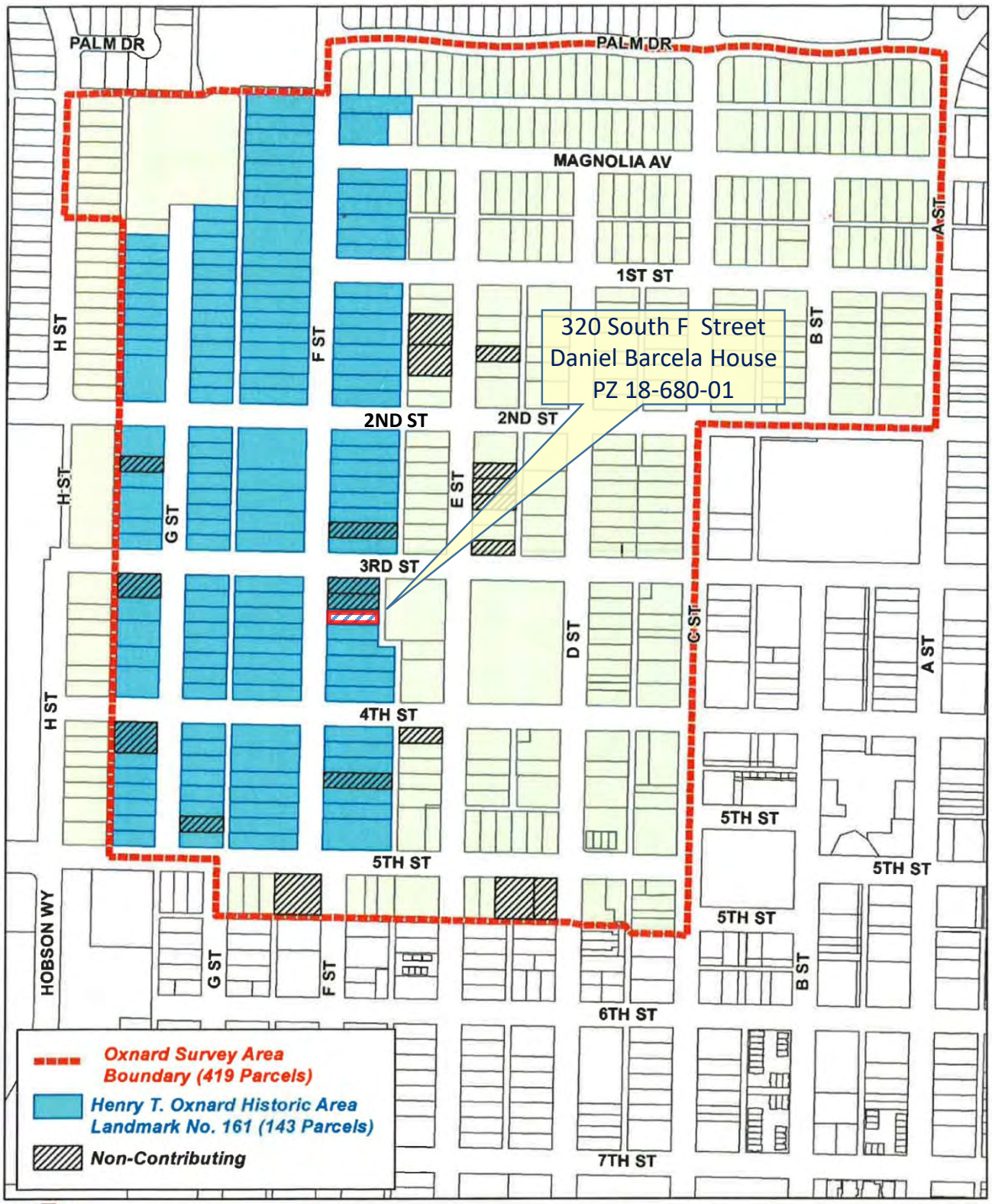
This item did not originate in Committee.

Prepared by: Juan Martinez, Associate Planner

ATTACHMENTS

1. Attachment A - Vicinity Map
2. Attachment B - Memo to OCHRB
3. Attachment C - Mills Act Agreement No. A-8185
4. Exhibit A - Legal Description
5. Exhibit B - Historic Characteristics and Photos
6. Exhibit C - Ten Year Rehabilitation Plan

Vicinity Map



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

RMA GIS

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 the 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) 654-2461 · ventura.org/rma/planning

Date: December 20, 2018

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 – 320 South F Street, Oxnard (Landmark 161)

On November 26, 2018, 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 320 South F Street (CH18-0031)

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. Jake Donaldson and Nicole Janelle possess, and own real property located at 320 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, 320 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 Contact 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

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

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- 8185

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

Jake D. Donaldson and Nicole S. Janelle, 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 October, 2019.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF OXNARD

_____
Tim Flynn, Mayor

OWNER/S

_____
Jake D. Donaldson, Property Owner

_____
Nicole S. Janelle, Property Owner

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

LEGAL DESCRIPTION

Real property in the City of Oxnard, County of Ventura, State of California, described as follows:

LOT 28 OF THE HENRY T. OXNARD SUBDIVISION, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 5, PAGE 49 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 202-0-073-070

DESCRIPTION OF HISTORIC PROPERTY CHARACTERISTICS

The "Daniel Barcela House" — 320 South F Street

Jake Donaldson & Nicole Janelle

29 August, 2018

- The subject structure is a one and a half story front gable **California bungalow**, located in the center of the narrow, deep Lot #52 (50 ft x 163 ft) in the Henry T. Oxnard National Historic District (320 South F Street).

- The **main architectural features** include tiered gables with apical trusses and triangular knee braces, and a moderate-pitched roof with broad eves and exposed rafter tails.

- **EXTERIOR:**
  - Gables **(FIG 1, 2)**:
    - Front face: Separate gable over the original porch (now enclosed)
    - Back face: Separate gable over the "den" addition
    - Both front and back gables with triangular knee braces at the cornices. Front gables have decorative apical trusses.
  - Front Yard: Large front yard, with a lattice archway **(FIG 3)**.
  - Roof: Moderate-pitched roof with broad eves. Composition shingle. Exposed rafter tails under the eves.
  - Lights: Antique outdoor wall lantern above front door **(FIG 4)**.
  - Windows: Decorative front bedroom window shutters **(FIG 5)**
  - Siding: Clapboard siding (likely redwood, though I'm not sure).
  - Chimney: Masonry, with "extensive patching and metal bracing" (1974 repairs, **FIG 6**)
  - Garage: Later addition (1950 permit)
  - Fencing: Wood; Block wall
  - Doors: Front door is 10-panels (glass), matching many of the original interior doors.
  - Steps: Wrought iron railing, front steps only.

- **INTERIOR:**
  - **General Features:**
    - Walls: Crown molding throughout living room, dining room, front and middle bedrooms **(FIG 7)**. Baseboards in kitchen, living room, bedrooms.
    - Floors: Hardwood floors throughout dining room, living room, and bedrooms.
    - Windows: Double hung, with craftsman casing. Broken sash cords in living room and dining room **(FIG 8)**. Upstairs windows are casement **(FIG 9)**. One frosted, decorative window in upstairs master bedroom **(FIG 10)**.
    - Doors: 10-panel glass or 5-panel wood, with craftsman casing

  - **First Floor:**
    - Porch **(FIG 11)**: Enclosed; L-shaped. Tongue & groove pine wall panels. Cased opening between the foyer and the living room (likely site of the original front door).
    - Living Room **(FIG 12, 13)**:
      - Fireplace: Serves as the focal point of the living room. The hearth has been resurfaced with green marble.
      - Doorways: Original, with craftsman-style casing
    - Dining Room **(FIG 14, 15, 16)**:
      - Wainscoting: Shoulder height, recessed panel, with plate rail.
      - Bay window
      - Cabinetry: Original built-in
    - Kitchen **(FIG 17, 18)**:
      - Floor and counter tops: Stone tile
      - Most of the drawers and cabinetry appear original. Original ice box still present.
      - Vintage butter-colored Chambers stove/oven.
    - Laundry Room: Appears to be a later addition to the house (see map). Stone tile.
    - First Floor Bedrooms **(FIG 19, 20, 21)**
      - Front Bedroom:
      - Middle Bedroom: Murphy bed (might be original)
      - Back Bedroom/Den: Later addition. Lacks crown molding. Back door matches originals throughout the rest of the home.

- First Floor Bathroom **(FIG 22, 23)**:
  - Jack & Jill style
  - Floor & shoulder-height wainscoting: Tile

- **Second Floor:**
  - Upstairs/Master Bedroom **(FIG 24)**: Casement and and decorative, frosted windows as described above **(FIG 9, 10**). Attic space on both sides for storage.
  - Stairway **(FIG 25)**: Currently carpeted, though appears to be original hardwood underneath.
  - 2nd Floor Bathroom **(FIG 26)**: 1963 addition.
  - Attic Space:

SUMMARY OF APPARENT/LIKELY ALTERATIONS TO THE HOME:

- Enclosed porch (date unknown)
- Back den (date unknown)
- Back laundry room (date unknown)
- Detached garage (1950)
- Composition shingle roofing
- Green marble fireplace (date unknown)
- Upstairs bathroom added (1963, not an original door)
- Carpet on stairs
- Block wall fence (done by neigh-boring church)

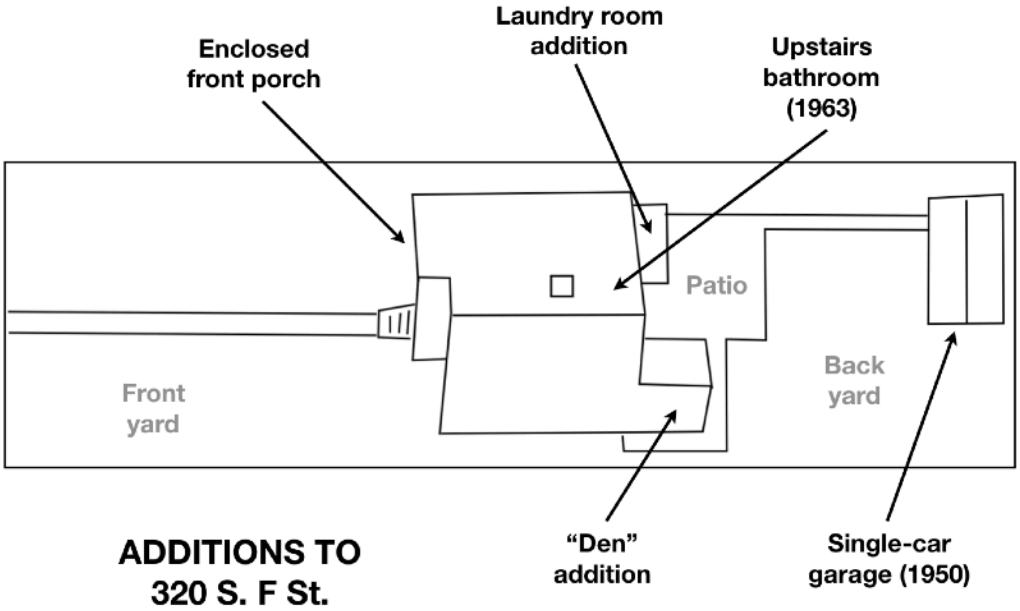


PHOTO GALLERY

(addendum to "Description of Historic Property Characteristics")

The "Daniel Barcela House" — 320 South F Street

Jake Donaldson & Nicole Janelle

29 August, 2018

FIG 1 — Front (West-facing) face (obtained from realtor's photo gallery)

FIG 2 — Back (East-facing) face (obtained from realtor's photo gallery)

FIG 3 — Lattice archway
(Front yard, from street)

FIG 4 — Antique outdoor wall lantern over front door

FIG 5 — Decorative shutters
(front bedroom)

FIG 6 — Chimney (from the general inspection report)

FIG 7 — Crown molding

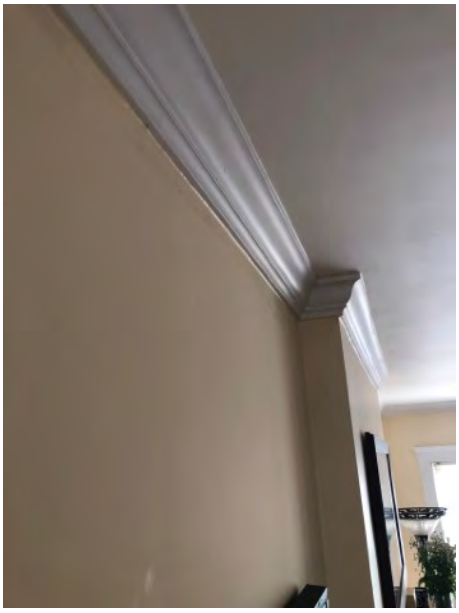


FIG 8 — Double hung windows, broken sash cord

FIG 9 — Casement windows (master bedroom)

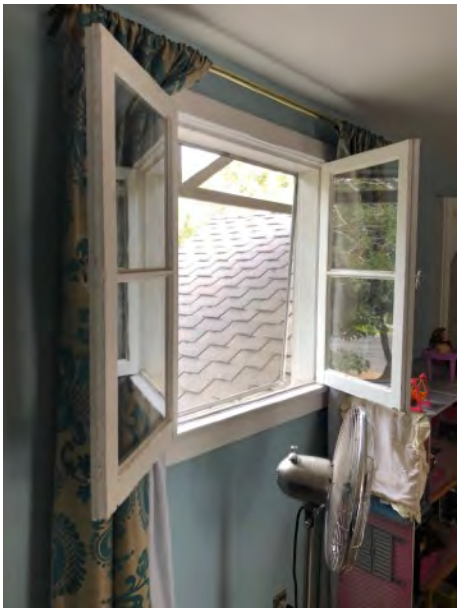


FIG 10 — Frosted, decorative window (master bedroom)

FIG 11 — Enclosed porch (obtained from realtor's photo gallery)

FIG 12 — Living room, looking East (realtor's gallery)

FIG 13 — Living room, looking West (realtor's gallery)

FIG 14 — Dining room, looking North (realtor's gallery)

FIG 15 — Dining room cabinetry & wainscoting, SE corner

FIG 16 — Dining room cabinetry, South wall

FIG 17 — Kitchen, with built-in cabinetry & Chambers stove/oven (from realtor's gallery).

FIG 18 — Original ice box

FIG 19 — Front bedroom (SW corner of the house, realtor's gallery)

FIG 20 — Middle bedroom, with Murphy bed (realtor's gallery)

FIG 21 — Back bedroom/den, later addition (realtor's gallery)

FIG 22, 23 — Jack & Jill bathroom (first floor), with tile floor and wainscoting.

FIG 24 — Master bedroom (2nd floor, realtor's gallery)

FIG 25 — Stairway, with carpet (appears to be original wood underneath)

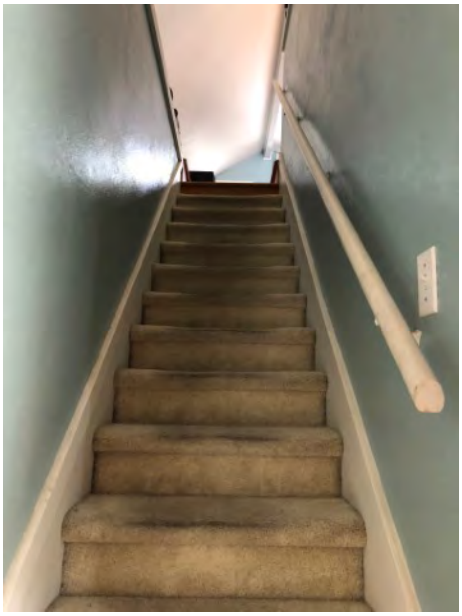


FIG 26 — Master bathroom (added in 1963)

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

Year	Proposed Project* (*Describe the rehabilitation project in detail*)	Estimated Cost
Year 1	Termite repairs	7000
Year 2	Bolt foundation	11,000
Year 3	Structural repair -- Fix beam under back room/den	2000
Year 4	Electrical -- Minor electrical repairs vs. partial re-wire (if needed)	2000 to 20,000
Year 5	HVAC -- Replace deteriorated/rusted floor furnace	5000
Year 6	Indoor stairs -- Remove carpet and restore underlying hardwood	1000
Year 7	Painting -- Exterior touch up, including detached garage	3000
Year 8	Roof -- Inspection, application of sealant, minor repairs if needed	3000
Year 9	Windows -- Repair window sash cords in living and dining rooms	2000
Year 10	Chimney -- Sleeve (for structural support), minor repairs if needed	4000

*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.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5.

DATE: November 5, 2019

TO: City Council

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

SUBJECT: California Department of Housing and Community Development Senate Bill (SB) 2 Planning Grant Application.

RECOMMENDATION

That the City Council:
1. Adopt a resolution authorizing the City Manager to submit an application for $625,000 in SB2 grant program funds to be used for 2021-2029 Housing Element Sites Inventory, Downtown Infrastructure Study, and Comprehensive Zoning Ordinance Update and Development of Web Based Zoning Code; and
2. Approve a budget appropriation, to be executed upon award, in the amount of $625,000 to be funded with SB2 State Grant Funds.

BACKGROUND

SB2, approved in 2017, is part of a $15M housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, SB2 established a permanent source of revenue intended to increase the affordable housing stock in California. SB2 is intended to provide funding and technical assistance to all local governments in California to help cities and counties prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production.

SB2 program funds are implemented through the State of California Department of Housing and Community Development (HCD), Planning Grant Program (PGP). The PGP program is a one-time component of SB 2 that, among other provisions, provides financial and technical assistance to local governments to update planning documents in order to:

- Accelerate housing production;
- Streamline the approval of housing development affordable to owner and renter households at all income levels;
- Facilitate housing affordability, particularly for lower- and moderate-income households;
- Promote development consistent with the State Planning Priorities; and
- Ensure geographic equity in the distribution and expenditure of the funds

SB2 grant funds are non-competitive and formula based grant funds meaning there is no required City match and the City receives the funds provided the projects meet the aforementioned bulleted criteria. The City is considered a large jurisdiction (a population of over 200,000 residents) and is therefore eligible to apply for the maximum award amount of $625,000. In addition, eligibility is met if the City has a certified Housing Element, and has submitted HCD required Annual Progress Reports.

ANALYSIS/DISCUSSION

In discussion with HCD's SB2 technical advisory consultant the following projects are considered eligible, including streamlined approval and funding. Streamlined approval means the projects clearly meet the intent of the SB2 program and a summary description of the projects are the only documentation needed to apply for the funding. Funds can be adjusted between projects as scopes of work and contracts are finalized. Lump sum payments can be made to the City with verification required via invoices to document services paid by project. Accounting associated with this grant will require minimal staff time; the grant program is intended to be highly municipal friendly.

The recommended Projects are in alignment with and serve to implement the Council's previously approved Housing Element, and Downtown Development Code, and for which the Housing and Community Development Departments recommend be implemented with SB2 funds are:

2021-2029 Housing Element Sites Inventory
The SB2 funds will assist with conducting a robust sites inventory to determine where additional housing sites of all income levels can be accommodated. This includes an analysis of underutilized, vacant, and mixed use sites. The sites inventory implements various 2013-2021 Housing Element programs, but particularly Program 26. With the 6th Regional Housing Needs Assessment (RHNA) cycle, identification of sites will be necessary and critical to accomplishing housing mandates. As part of the 6th Housing Element cycle and as needed, rezoning of necessary parcels may also occur. The estimated cost for the sites inventory would be $25,000.

Downtown Infrastructure Study
Utility Capacity Study to analyze the capacity and infrastructure upgrade needs for water/wastewater, storm water, recycle water, refuse, and as needed a parking analysis/inventory to support new housing units downtown as part of the recent Downtown Development code. The Council's recent approval of the Downtown Development Code may result in approximately 1,800 more housing units in downtown. This study will help ensure that the City's facilities are adequate to serve future development. The study will look at potable water, wastewater, and recycled water developing a data gap analysis, and conducting field surveys/investigations. The study will also identify financing strategies and provide a conceptual implementation schedule. The study is estimated to cost approximately $200,000.

Comprehensive Zoning Ordinance Update and Development of Web Based Zoning Code
The City last comprehensively updated its Zoning Ordinance in 1964. However, since this time there have been additional updates to address legislative mandates. The City recently updated the industrial code section of the City's Zoning Ordinance. A comprehensive update to the Zoning Ordinance represents a significant opportunity for the City to update zoning to allow more by-right housing, will streamline plan submittal and review processes, and will provide baseline objective development standards for housing development. Opportunities for mixed use zoning code regulations will be evaluated. The comprehensive code update is a component of 2013-2021 Housing Element Programs 6&7/Zoning Code Amendments & Housing Permitting Process Review. The comprehensive zoning ordinance update and environmental analysis associated with this update is estimated to cost approximately $400,000.

ENVIRONMENTAL IMPACT

Application for grant funds is not considered a project under the California Environmental Quality Act (CEQA). CEQA review will occur as part of the Zoning Ordinance update.

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.

Goal 3. Enhance business retention and attraction.

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 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 3a. Maximize funding sources.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

This grant does not require any minimum in-kind matching of staff time or cash match to support the project. The City will receive $625,000 without any financial matching requirement due to the City's population size. This type of money, known as "Formula Funds". All funds are required to be expended by June 30, 2022. Upon award, $625,000 of SB2 Grant funding will be recognized and appropriated to SB2 Planning Grant Project 774101.

COMMITTEE OUTCOME

As this action is simply an application for grant funding, with no match required from the City, this item did not originate in the Committee. The Project identified for implementation have previously been considered by City Council.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Resolution of Approval
2. Budget Appropriation - CA HCD SB2 Planning Grant

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS.
FILED BY JEFF LAMBERT, COMMUNITY DEVELOPMENT DIRECTOR ON BEHALF OF THE CITY OF OXNARD.

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City of Oxnard, desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to $123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

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

SECTION 1. The City Council of the City of Oxnard is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application released March 28, 2019 in the amount of $625,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of $625,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City of Oxnard is authorized to execute the City of Oxnard Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

PASSED AND ADOPTED by the City Council of the City of Oxnard on this 5th day of November, 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

REQUEST FOR BUDGET APPROPRIATION - FY19-20

Department: Community Development **Date:** November 5, 2019
Project/Program Manager: Jeffrey Lambert **Phone:** 805-385-7882

Reason for Appropriation:

Recognize grant revenue and appropriate funds from the California Department of Housing and Community Development Senate Bill (SB) 2 Planning Grant

Accounts and Descriptions		AMOUNT
Fund: STATE/LOCAL MULTI-YEAR GRANTS (219)		
Revenues/Transfers In		
SB2 Planning Grant Program (Project 774101)		
219-4122-532.72-31	STATE / LOCAL SOURCES / STATE GRANT REVENUES	625,000
	Sub-total Revenues	625,000
Expenditures/Transfers Out		
SB2 Planning Grant Program (Project 774101)		
219-4122-804.82-09	SVCS-OTHER PROF/CONTRACT	500,000
219-4122-804.84-51	SERVICES FROM OTHER PROG	125,000
	Sub-total Expenditures	625,000
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**625,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____
BA DOC.# (Finance)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6.

DATE: November 5, 2019

TO: City Council

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

SUBJECT: Service Authority for Freeway Emergencies (SAFE) Grant Program.

RECOMMENDATION

That the City Council adopt a resolution:
1. Authorizing the City Manager to execute $50,000 in grant funds from the Service Authority for Freeway Emergencies (SAFE) Grant Program, to be used for the purchase of two variable message trailers;
2. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award;
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for use of SAFE grant funds; and
4. Authorizing the Chief of Police or designee to submit all program related progress or status reports.
(Public Safety Committee approved 3-0)

BACKGROUND

The California Legislature established Service Authorities for Freeway Emergencies (SAFE) in order to encourage the development of the motorist aid system comprised of multiple service elements and infrastructure along the California Freeway and Freeway System to enable motorists in need of assistance to obtain aid.

Public Safety Agencies that respond to freeway and highway incidents play a significant role in providing assistance to motorists in need of aid or those simply caught in the congestion resulting from such as incident. Public Safety Agencies use a variety of tools to both assist motorists and reduce congestion.

The Ventura County SAFE finds it beneficial to Ventura County motorists for incident responders to have the best tools available for their use. Ventura County SAFE established an Incident Responder Grant Program to provide funds to incident responders in Ventura County. Funding is provided by Ventura County SAFE, which received a $1 vehicle registration fee on all vehicles registered in Ventura County.

Eligible grant participants in this grant program consists of government agencies that respond to roadway incidents on segments of Ventura County's roadway network that include portions of the California Freeway and Expressway System, and the unincorporated county roads and state highway routes that connect the segments of those systems.

The Police Department has applied for grant funds in the amount of $50,000 to purchase two variable message sign trailers. These trailers will assist the Police Department in providing traffic safety messages to motorists traveling on roadways with high collision statistics, during special events, and when road closures occur due to police investigations or natural disasters. The variable message trailers provide a strong measure of traffic calming and information sharing. These signs are mobile, making them readily available for deployment to areas of need and provide an easy to read and

highly visible message that can be changed based on need and environment.

The total cost of the trailers, including tax and delivery charges, is $49,247.54. The trailers would be ordered after the grant funds are awarded and delivery is expected within 30-45 days. The trailers would be purchased pursuant to the GSA Cooperative Purchasing Program. All remaining unused funds after the purchase is complete would be returned as requested by the terms of the grant.

STRATEGIC PRIORITIES

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

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

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

There is no financial impact. The Service Authority for Freeway Emergencies (SAFE) grant does not require ongoing or one-time matching contributions. Upon confirmation of the grant award, grant will be recognized and appropriated accordingly.

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on October 8, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Denise Shadinger, Police Commander

ATTACHMENTS

1. SAFE Grant
2. SAFE Grant Resolution

Item # 12

June 7, 2019

MEMO TO: SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

FROM: STEVE DEGEORGE, PLANNING AND TECHNOLOGY DIRECTOR

SUBJECT: INCIDENT RESPONDER GRANT PROGRAM

RECOMMENDATION:

- Approve an Incident Responder Grant Program to provide funds to agencies that respond to highway incidents within Ventura County.

DISCUSSION:

In November the Commission approved the development of new programs funded through the Service Authority for Freeway Emergencies (SAFE) to provide expanded services to Ventura County motorists. Among the suggested programs was a grant program to provide financial assistance to agencies that respond to highway incidents. Entities responding to freeway and highway incidents play a significant role in providing assistance to motorists involved as well as those simply caught in the resultant congestion until the incident is cleared.

Entities responding to freeway and highway incidents use a wide variety of tools to assist motorist, from life saving devices to photographic equipment for incident analysis. These tools heighten the efficiency of incident responders allowing them to save lives as well as reduce congestion. To accommodate the purchase of the widest possible array of tools and/or equipment by agencies both large and small, a very wide grant range was established with $5,000 being the minimum and the full $500,000 being the maximum grant available.

VCTC engaged WPSS Legislative Advocacy and Government Consulting for the purposes of using the expertise of former Ventura County Sheriff Geoff Dean to assist with the development and implementation of, if approved, the first round of grants under this new program. While the full outline and schedule of the grant program can be found in Attachment 1 to this item, some of the highlights are:

- Minimum and maximum grant amounts to be $5,000 and $500,000 respectively;
- Open to government agencies either singularly or working in collaboration that respond to highway incidents;
- Must be on the roadway network as defined in SAFE statutes;
- Grants to be for capital expenditures only.
- Grant recommendations will be brought back to the Commission for final approval

Staff believes that it is beneficial to Ventura County motorist for incident responders to have the best tools available for their use. To that end, staff is recommending that Ventura County SAFE approve and establish the Incident Responder Grant Program to provide funds to incident responders in Ventura County. Funds for this grant program are included in the Fiscal Year 2019/2020 Motorist Aid Services Task Budget with funding provided through the Ventura County SAFE which receives a $1 vehicle registration fee on all vehicles registered in Ventura County.

Attachment 1, SAFE Incident Responder Grant Program

Ventura County
Service Authority for Freeway Emergencies (SAFE)
Incident Responder Grant Program

Introduction

The California Legislature established Service Authorities for Freeway Emergencies (SAFE) in order to encourage the development of a motorist aid system comprised of multiple service elements and infrastructure along the California Freeway and Freeway System to enable motorists in need of assistance to obtain aid.

Entities responding to freeway and highway incidents play a significant role in providing assistance to motorists involved as well as those simply caught in the resultant congestion until the incident is cleared. Entities responding to freeway and highway incidents use a variety of tools to assist motorist from life saving devices to photographic equipment for incident analysis. These tools heighten the efficiency of incident responders allowing them to save lives as well as reduce congestion.

The Ventura County SAFE finds it is beneficial to Ventura County motorists for incident responders to have the best tools available for their use. To that end, Ventura County SAFE establishes the Incident Responder Grant Program to provide funds to incident responders in Ventura County. Funding is provided through the Ventura County SAFE, which receives a $1 vehicle registration fee on all vehicles registered in Ventura County.

1. Grant Participant Eligibility

Eligible participants in this grant program consist of government agencies, either singularly or in collaboration, that provide roadway incident response on the segments of Ventura County's roadway network shown in Figure 1 below and that meet the following criteria:

"….money's received by [the Service Authority] pursuant to subdivision (b) of Section 9250.10 of the Vehicle Code shall be used for the implementation, maintenance, and operation of a motorist aid system on the portions of the California Freeway and Expressway System and, the unincorporated county roads that county, and on state highway routes that connect segments of these systems, which are located within the county in which the authority is established."

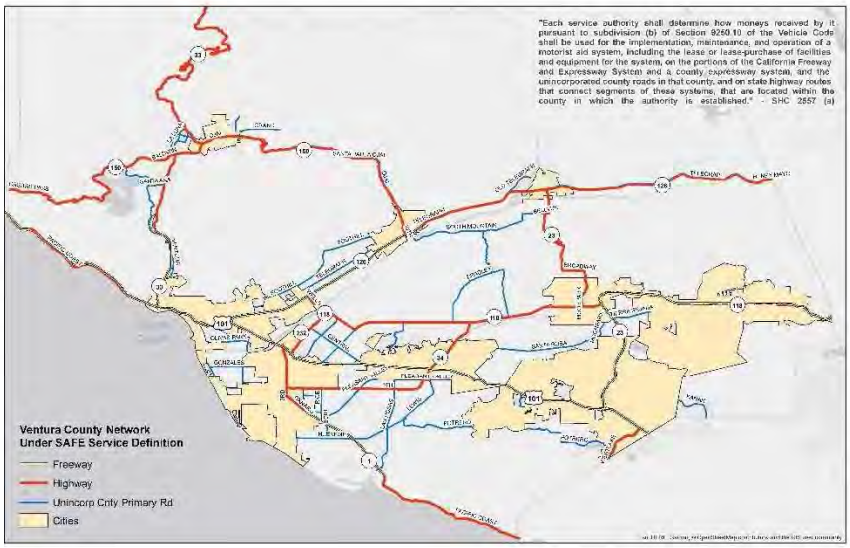


Figure 1

2. Eligible Grant Expenditures

Eligible grant expenditure categories include capital assets including computer hardware and software, equipment used to clear, manage, analyze, and prevent roadway incidents on the roadways that conform with Section 1 above. Grant funds may not be used for personnel costs or ongoing operational costs. Capital assets must remain with the grant recipient for the reasonable life cycle of the asset; they may not be sold, transferred, or assigned to other agencies or entities.

3. Grant Amount and Frequency

The SAFE Board shall determine the total amount of and frequency of grant allocations based a review of the SAFE Fund Balance every two years. The review of the SAFE Fund Balance shall occur with the development of the draft SAFE budget with grant application process beginning July 1 of the fiscal year for which the budget is appropriated. Subject to available funding the SAFE Board will consider setting the minimum total grant allocation at not less than $500,000 to ensure the greatest value to incident responders.

4. Grant Expenditure Lifecycle

Government agencies receiving Incident Responder Grant funds shall expend funds in accordance with the following criteria:

a. Agencies must expend funds within two (2) years of receipt of funds, with a one (1) year extension possible upon submission of a request from the agency that received the grant showing the necessity of the extension and upon, approval by SAFE. If funds are not expended by the government agency that received the funds within the approved time period, the agency that received the funds shall return the funds to Ventura County SAFE.
b. Any unused or excess grant funds related to the capital project funded by the grant shall be returned to Ventura County SAFE within sixty days of the determination that there are unused or excess grant funds.
c. Grant funds may not be transferred or assigned to another government agency or sub recipient or to another project without prior approval by Ventura County SAFE.
d. Each December, recipients of grant funds must provide an accounting of grant funds for the previous fiscal year to Ventura County SAFE providing the status of grant funds and when grant closeout is anticipated.
e. If assets purchased through this grant program are damaged within their reasonable lifespan and the agency receives reimbursement funds through property insurance or other mechanisms, the reimbursed funds may be; 1) used to purchase replacement assets with the agency responsible for any balance above the reimbursement; 2) if the amount of reimbursement funds are $5,000 or greater, the reimbursement funds shall be returned to Ventura County SAFE; 3) if the reimbursement funds are less than $5,000 they may be retained by the agency that received the grant and the funds applied to the agency's ongoing efforts in roadway incident responses.
f. When all or needed grant funds have been expended or at the end of three (3) years, the grant fund recipient shall submit a grant close out report to Ventura County SAFE. The close out report shall include copies of receipts and point of delivery for capital purchases.

5. Ownership

Grant recipients will hold ownership, title, maintenance responsibilities and all liability associated with the purchases made through this grant program. Ventura County SAFE is not responsible for the proper use or training associated with equipment purchased through this grant program.

6. Application Process

Qualifying government agencies shall follow the application process as detailed in Attachment 1 to this document. The Grant Application process may be amended by the Ventura County SAFE Board at any time and in the Board's sole discretion.

Grant applicants may receive partial grant funding if grant requests are in excess of total grant funds available or the Ventura County SAFE Board may choose to appropriate additional SAFE funds into the grant program to fully fund any one partially funded application.

7. Application Scoring

A Grant Scoring Committee comprised of one (1) Ventura County SAFE staff member and two (2) experts in incident response, and one (1) local jurisdiction representative selected by the SAFE Executive Director shall be convened and grant applications shall be scored and ranked according to the criteria below. Final grant allocations are subject to approval by the SAFE Board.

Incident Responder Grant Program Scoring Rubric					
	Rating Factor	**Point Range**	**Percent of Total Value**	**Maximum Points**	**Total**
1	Qualifications	1-5	20%	20	
2	Project description, goals and objectives	1-5	25%	25	
3	Collaboration	1-5	20%	20	
4	Capability and Qualifications to provide services	1-5	15%	15	
5	Proposal Budget: Cost effectiveness and budget review.	1-5	20%	20	
	Total		**100%**	**100**	

Attachment 1 Grant Application

Grant Submittals

Applicants shall submit four (4) hard copies, including one (1) original with wet signatures and three copies, plus one electronic copy of the application package below. All grant submittals must conform to the schedule detailed below and must be delivered no later than **4:00 PM** of the grant submittal deadline to:

Ventura County SAFE Grant Program
950 County Square Drive #207
Ventura, CA 93003

Grant submittals received after the application deadline **will not be considered**.

Grant Submittal Schedule

June, 10 – 14 2019 – Grant Informational packages distributed

July, 2 2019 – 10:00 AM informational meeting at VCTC offices at the address above

August 30, 2019 – Proposals due to Ventura County Safe no later than **4:00 PM**

September 5, 2019 – Proposals scored

October 4, 2019 – Ventura County SAFE Board Grant consideration and approval*

*Authorization to proceed and grant funds for approved grants will be distributed to grant recipients no later than thirty (30) after Board approval.

Ventura County Service Authority for Freeway Emergencies (SAFE)
Incident Responder Grant Program
Application Form

Page 1

Minimum Grant Amount: $5,000 - Maximum Grant Amount: $500,000			
Date: *8/21/19*		**Amount of Request:** *$50,000*	
Willing to accept partial grant:	**Yes** [X]	**No** [ ]	
Multi Agency Application (please fill out Page 1 for each partner agency): [ ]			
Agency Name:	*Oxnard Police Department*		
Agency Contact:	*Denise Shadinger*		
Contact Title:	*Commander*		
Agency Street Address:	*251 South C Street*		
City: *Oxnard*		**Zip Code:** *93030*	
Telephone: *805-385-7619*		**Email:** denise.shadinger@oxnardpd.org	
Agency Type:			
Law Enforcement [X]	**Fire** [ ]	**Municipal** [X]	**Other** [ ]
Explain:	**Municipal Police Department**		
Jurisdictional Boundaries (mark all that apply):			
Camarillo [ ]	**Fillmore** [ ]	**Moorpark** [ ]	**Ojai** [ ]
Oxnard [X]	**Port Hueneme** [X]	**Santa Paula** [ ]	**Simi Valley** [ ]
Thousand Oaks [ ]	**Ventura** [ ]	**County of Ventura** [X]	**Ventura County** [ ] **(countywide)**
Other [ ]	**Explain:** **The city of Oxnard borders the city of Port Hueneme and the incorporated areas of Ventura County between Oxnard and the cities of Camarillo and Ventura.**		

Ventura County Service Authority for Freeway Emergencies (SAFE)
Incident Responder Grant Program
Application Questionnaire

Please answer the questions below with as much specificity as needed to fully answer the questions. If additional space is required, it is allowable to attached additional sheets to this application.

1. What is your agency's role in responding to roadway incidents?

The Oxnard Police Department responds to injury traffic collisions and other traffic safety issues within the city limits. Other traffic safety issues may be related to pedestrian safety, disabled vehicles or other motorist related incidents. Oxnard Police Department and other city personnel (Public Works) also control the roadway during construction, special events (run/bike events, parades, etc) by both personnel and equipment deployment to direct and control motor vehicle and pedestrian traffic.

2. Please describe the problem that your agency has identified concerning roadway incident response within your jurisdiction that would be improved by grant funding for capital assets.

The city of Oxnard is committed to reducing the number of injury traffic collisions. When evaluating primary collision factors for injury collisions, unsafe speed is listed as one of the highest primary collision factors on Oxnard roadway. In evaluating specific intersections and roadways that are identified as "high collision locations," unsafe speed is listed as a primary collision factor at the following intersections: Oxnard Blvd/Fifth St, Vineyard/Oxnard Blvd, Gonzales/Oxnard Blvd; and the following roadways: Oxnard Blvd from Wooley Rd to Roderick Ave and Oxnard Blvd from Citrus Grove to Forest Park Blvd.

3. Please describe how grant funding would provide the solution that your agency is proposing to the problem identified above. Please include specific tasks, timelines, processes and possible collaboration with other agencies.

The purchase of two variable message sign trailers would assist Oxnard Police Department in providing information to motorists traveling on the previously identified high collision roadways on traffic related incidents, special events, and road closures. They would also highlight speed and other safe driving messages to provide a strong measure of traffic calming and information sharing. These signs are mobile, making them readily available for deployment to areas of need and provide an easy to read and highly visible message that can be changed based on need and environment.

4. Please describe your agency's capability to carry out the proposed solution described above.

The Oxnard Police Department is capable of purchasing and providing storage for two variable message trailers. The department has a fleet of trucks equipped with tow hitches compatible with these type of trailers and department personnel are currently trained to use and deploy them. The department currently uses variable messages trailers and the City's Fleet Services Division is equipped with personnel who can perform periodic maintenance and any needed repairs.

Ventura County Service Authority for Freeway Emergencies (SAFE)
Incident Responder Grant Program
Application Questionnaire

Please answer the questions below with as much specificity as needed to fully answer the questions. If additional space is required it is allowable to attached additional sheets to this application.

5. Please describe how other agencies might benefit from your agency's proposal.

The Oxnard Police Department currently works with local agencies when needed for traffic control during special events that have routes traveling through multiple jurisdictions. Examples of these events would be the Amgen Tour of California, Special Olympic Torch Run, California Coast Classic and AIDS/LifeCycle. During these events, variable message trailers are used along the route to notify motorist of closed roads and traffic delays. During natural disasters (Thomas Fire) and large scale incidents variable messages trailers were used to provide important messages to the community.

6. Please describe in detail how grant funds are proposed to be expended. Include a draft budget and timeline for expenditures.

The grant funds would be used to purchase two variable message trailers. The total cost of the trailers, including tax and delivery charges, is $49,247.54. The trailers would be ordered after the grant funds are awarded and delivery is expected within 30-45 days. The trailers would be purchased pursuant to the GSA Cooperative Purchasing Program. All remaining unused funds after the purchase is complete would be returned as requested by the terms of this grant.

7. How will your agency measure the outcomes and impacts of that result from the capital asset funded with the Ventura County SAFE grant funds? If available, please share any evidence or research that supports your agency's proposal and expected outcomes.

The Oxnard Police Department conducts monthly analysis of traffic collisions to identify high collision intersections and primary collision factors. Monthly reports are generated to capture the statistics. The strategies used to reduce collisions are also analyzed to determine effectiveness, this includes the use of enforcement and variable message trailer deployment. Reports can be shared on a quarterly basis.

The representative below has read and agrees to the Ventura County SAFE guidelines and is authorized to submit grant applications and accept funds for the agency named above.

Agency Director (please Print)	**Agency Director Signature**
Agency Contact (if different)	**Agency Contact Signature**

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF GRANT APPLICATION FOR THE VENTURA COUNTY TRANSPORTATION COMMISSION SAFE GRANT

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

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the Ventura County Transportation Commission for $50,000 in grant funds, to be used for the purchase of two variable message board trailers.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used for the purchase of two variable message boards and resolves to recognize grant revenue in the amount of $50,000 from the Ventura County Transportation Commission. 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 Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 5th day of November, 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 OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7.

DATE: November 5, 2019

TO: City Council

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

SUBJECT: Department of Alcoholic Beverage Control / Office of Traffic Safety (ABC/OTS) Grant.

RECOMMENDATION

That the City Council adopt a resolution:
1. Authorizing the City Manager to execute and apply for $20,000 in grant funds from the Department of Alcoholic Beverage Control/Office of Traffic Safety (ABC/OTS) Grant Program, to be used for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, and two (2) IMPACT Inspections.
2. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon confirmation of grant award.
3. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for use of ABC/OTS grant funds.
4. Authorizing the Chief of Police or designee to submit all program related progress or status reports.
(Public Safety Committee approved 3-0)

BACKGROUND

The Department of Alcoholic Beverage Control (ABC), sponsored by the Governor's Office of Traffic Safety, through the National Highway Traffic Safety Administration, is awarding grant funding to local law enforcement agencies to be utilized for the Minor Decoy Program, Shoulder Tap Program, and IMPACT Program.

The Oxnard Police Department is committed to the reduction of alcohol related crimes and improving the quality of life for community members through innovative approaches and proven techniques while working closely with outside agencies. The City of Oxnard is applying for $20,000 in grant funds to be used to fund personnel costs for overtime to conduct four (4) Minor Decoy Operations, four (4) Shoulder Tap Operations, and two (2) IMPACT Inspections. The increased ABC enforcement will increase awareness and help to reduce the use of alcohol by minors.

The goal of the Minor Decoy Program is to reduce the number of licensees who sell alcoholic beverages to minors. The Minor Decoy Program is a significant and effective tool for law enforcement officials in combating sales of alcoholic beverages to persons under the age of 21 years. Local law enforcement agencies began using the program in the early 1980's and on April 4, 1994, the California Supreme Court issued a unanimous decision upholding the use of underage decoys by law enforcement officials.

The Shoulder Tap Program targets adults who furnish alcoholic beverages to minors. "Shoulder Tapping" refers to the practice used by minors to obtain alcohol from adult strangers near off-sale retail outlets. An underage decoy approaches adults outside an alcohol outlet and requests that the adult purchase alcohol on their behalf. Both the Minor Decoy and Shoulder Tap Programs are conducted under the supervision of law enforcement officers.

IMPACT (Informed Merchants Preventing Alcohol-Related Crime Tendencies) inspections focus on licensee education. Officers randomly select licensed outlets to conduct business friendly compliance inspections. The officers look for loitering, litter, graffiti, posted signs, lack of food service in restaurants, illegal weapons, or other violations. A checklist is used to note any violations observed and is given to the licensee. The Licensee is then provided an opportunity to fix any problems. Follow-up visits are conducted to ensure the licensee has corrected the problems. If not, the information is given to the local ABC office for follow-up and potential disciplinary action.

The Police Department seeks to accomplish the following goals and objectives by securing this grant funding:

- Partner with ABC and Ventura County District Attorney to increase the number of prosecutions and enforcement of ABC licensees
- Reduce the number of establishments selling alcohol to minors.
- Reduce the number of adults purchasing alcohol for minors.
- Promote public awareness that providing alcohol to minors is illegal and those that do will be prosecuted.

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.

FINANCIAL IMPACT

There is no financial impact. The Department of Alcoholic Beverage Control / Office of Traffic Safety grant does not require ongoing or one-time matching contributions. Upon confirmation of the grant award, grant will be recognized and appropriated accordingly.

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on October 8, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Denise Shadinger, Police Commander

ATTACHMENTS

1. 2019-20 ABC-OTS Grant Letter Submission
2. 2019-20 ABC-OTS Grant Resolution

OXNARD POLICE DEPARTMENT

Protecting Our Community with Exceptional Service

251 SOUTH C STREET, OXNARD, CALIFORNIA 93030-5789 * (805) 385-7600 * http://oxnardpd.org

August 27, 2019

Department of Alcoholic Beverage Control
Attn: Diana Fouts-Guter, Grant Unit
3927 Lennane Drive, Suite #100
Sacramento, CA 95834

Dear Ms. Fouts-Guter,

The City of Oxnard Police Department requests funding from the ABC-OTS Grant to conduct Minor Decoy Operations, Shoulder Tap Operations, and IMPACT Inspections.

Summary

The Oxnard Police Department is comprised of 375 employees, of which 249 are sworn officers and 126 are civilian support staff. The City of Oxnard has a resident population of approximately 210,000 people over an area of approximately 27 square miles. The demographics of Oxnard are made up of 73% Hispanic, 15% White, 7% Asian, and 3% African-American. Oxnard has 314 ABC Active Retail Licenses – the most of any jurisdiction in Ventura County.

The Oxnard Police Department will conduct ABC approved Minor Decoy Operations, Shoulder Tap Operations, and IMPACT Inspections by using $20,000 in grant funds to finance officer overtime. The goal of the project is to increase awareness of the consumption of alcohol by minors and enhance the Department's efforts to reduce alcohol related crimes and other issues related to the consumption of alcohol by minors.

Problem Statement

According to the 2016 California Office of Traffic Safety (OTS) Rankings, Oxnard has the 12th highest rate with 170 victims killed or injured where alcohol was involved and 15th highest overall rate of Total Fatal and Injury collisions with 1,530. Oxnard also has the 21st highest rate for less than 21 years of age that had been drinking. The issue of alcohol consumption by persons over 21 and by minors, coupled with driving, is clearly demonstrated by these statistics. Alcohol continues to be a significant challenge to the Department with regards to keeping the City's roadways safe. The Oxnard Police Department remains committed to lowering these statistics through a multi-faceted approach, including enforcement of alcohol related laws and through public education and awareness. The Department continues to work towards its goal of reducing alcohol related collisions by developing comprehensive and effective strategies however, as with many other issues, problem solving techniques cannot be executed without sources of funding.

In recent years, the City of Oxnard has been faced with significant fiscal challenges. Going into Fiscal year 2019-20, the City was facing a $9 million deficit. As is the case with many municipalities, much of this was a result of unfunded liabilities, due largely to employee pensions. City Departments were forced to make difficult budget cuts. The Police Department was asked to cut $1 million from its operating budget. These cuts have had a significant impact on the level of service the Department is able to provide. Significant reductions in overtime costs has limited the Department's ability to provide anything other than a basic

level of law enforcement services to the community. In spite of these struggles the Oxnard Police Department is committed to remaining proactive in crime-reducing efforts.

Project Description

The Oxnard Police Department seeks to accomplish the following goals and objectives:

- Partner with ABC and Ventura County District Attorney to increase the number of prosecutions and enforcement of ABC licensees
- Reduce the number of establishments selling alcohol to minors.
- Reduce the number of adults purchasing alcohol for minors.
- Promote public awareness that providing alcohol to minors is illegal and those that do will be prosecuted.

The Department will utilize ABC funding for overtime salary and benefits of police personnel to conduct the following operations during the grant period:

- 4 Minor Decoy Operations, 4 Shoulder Tap Operations, and 2 IMPACT Inspections in various locations throughout the City of Oxnard. The grant funding will allow 4 officers to conduct the operations at locations deemed to be problem areas by officers and members of the community. The Oxnard Police Explorer Program will volunteer two minors to be used as decoys during each operation. Local ABC Agents will continue to work hand in hand with the Oxnard Police Department in each operation. The Oxnard Police Department will publish the results of the operations through multiple forms of social media including Facebook, Nextdoor.com, etc., and via media releases.
- The Oxnard Police Department will host at least 1 Licensee Education on Alcohol and Drugs classes for ABC licensees that operate within our jurisdiction.

The ABC-OTS Grant Project Director will be Officer David Castillo, who has been an officer with the Oxnard Police Department since 2010. Previously, he was part of the department's Central Business District for over three years. During that time, he worked closely with ABC Agents in Ventura County to reduce calls for service and reports generated associated with ABC licensed establishments in Oxnard. The Oxnard Police Department was awarded the ABC-OTS grant in 2016-2017 and Officer Castillo was the grant manager. He conducted several Minor Decoy and Shoulder Tap Operations with, which resulted in numerous arrests for furnishing alcohol to minors. He will coordinate all grant activities, track the effectiveness of each operation and submit reports and evaluations as required. Financial tracking and reporting will be provided by Police Finance and Grants Manager Delia Campbell.

Final Summary

The City of Oxnard requests $20,000 to fund personnel costs for overtime to conduct 4 Minor Decoy Operations, 4 Shoulder Tap Operations, and 2 IMPACT Inspections. The increased ABC enforcement will increase awareness and help to reduce the use of alcohol by minors. The Oxnard Police Department is committed to the reduction of alcohol related crimes and improving the quality of life for community members through innovative approaches and proven techniques while working closely with outside agencies.

Sincerely,

Scott Whitney
Chief of Police

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION FOR THE
MINOR DECOY OPERATION PROGRAM

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

WHEREAS, the Police Department has requested that City Council approve the submittal of an application to the Department of Alcoholic Beverage Control for $20,000 in grant funds, to be used to conduct Minor Decoy Operations, Shoulder Tap Operations, and IMPACT Inspections.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for grant funds to be used conduct Minor Decoy Operations, Shoulder Tap Operations, and IMPACT Inspections, and resolves to recognize grant revenue in the amount of $20,000 from the Department of Alcoholic Beverage Control. 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 Chief of Police or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED THIS 5th day of November, 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 OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8.

DATE: November 5, 2019

TO: City Council

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

SUBJECT: Award Contract to Taft Electric for Flashing Pedestrian Beacon Project.

RECOMMENDATION

That City Council:
1. Award and authorize the Mayor to execute Agreement No. A-8186 in the amount of $540,581.56 with Taft Electric Company for the Flashing Pedestrian Beacon Project;
2. Approve $54,058.16 for project contingency for the Flashing Pedestrian Beacon Project;
3. Approve $54,058.16 for engineering, inspection, survey and project management for the Flashing Pedestrian Beacon Project; and
4. Approve a Budget Appropriation in the total amount of $297,864 for the Flashing Pedestrian Beacon Project. This amount includes $181,188 from the Air Pollution Buy Down fund (118) and, an increase in Congestion Mitigation Air Quality (CMAQ) grant revenue fund (275) in the amount of, $116,676 for project 163105.

BACKGROUND

The Flashing Pedestrian Beacon Project, as identified in the 2019-2024 Capital Improvement Program, consists of installing rectangular rapid flashing beacons (RRFBs) to improve pedestrian safety at 14 high priority locations throughout the City (location map attached). This project was previously identified as Crosswalk Beacon PH II. The project includes solar powered RRFBs, signing and striping including crosswalks, and ADA curb ramp improvements.

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidentals for installing the RRFBs and ADA improvements.

Construction is tentatively scheduled to begin in November 2019 and continue through February 2020. The public will be notified through door hanger notices placed at all of the residences in the project area; traffic control signage will be posted along the work route.

DISCUSSION

The notice inviting formal bids (NIFB) on the Project was published on August 8, 2019, and all bids were due on September 18, 2019. The City received the bids listed below:

Taft Electric Company:	$540,581.56
Power Design Electric, Inc.:	$557,810.60
California Professional Engineering, Inc.:	$559,586.00

The lowest bidder is Taft Electric Company and its bid is responsive to the City's NIFB. Following this determination,

staff reviewed all documentation received from Taft Electric Company and its subcontractors. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractors are not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this Project to Taft Electric Company.

City Council previously allocated a total of $393,618, consisting of $349,398 of Federal Congestion Mitigation Air Quality transportation funding (Fund 275), $25,020 of Air Pollution Buydown Fees (Fund 118), and $19,200 of Transportation Development Act funding (Fund 214). The remaining balance available to complete the project is $365,123. Staff is requesting an appropriation of $181,188 from Air Pollution Buydown Fees (Fund 118), which includes $54,058.16 for Project contingency (10% of the contract cost) and $54,058.16 (10% of the contract cost) for engineering services, which includes City Staff time to perform engineering, inspection, survey and project management. $116,676 in additional CMAQ funding (Fund 275) has been awarded. The total appropriation request of $297,864 of Air Pollution Buydown Fees and CMAQ funds will increase the total budget in the project to $663,297.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

Approval of this action will appropriate $181,188 from the fund balance of Air Pollution Buydown Fees (Fund 118) and, recognize and appropriate $116,676 of additional Federal CMAQ revenue (Fund 275). The projected FY2019-20 ending unassigned fund balance of Air Pollution Buydown Fees (Fund 118) is $1.1 million net of this appropriation request.

COMMITTEE OUTCOME

This Project was approved as part of the 2019-2024 Five Year Capital Improvement Program and did not originate in Committee.

Prepared by: Debbie O'Leary, Transportation Planner, Transportation Planner

ATTACHMENTS

1. A-8186_Flashing Pedestrian Beacon Proj_PW 19-71
2. Project Location Map
3. Bid Tabulation PW 19-71 Flashing Pedestrian Beacon Project
4. Flashing Beacon Appropriation

CONTRACT

CITY OF OXNARD CONTRACT FOR FLASHING PEDESTRIAN BEACON PROJECT SPECIFICATION NO. PW 19-71

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 2019 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and Taft Electric Company ("Contractor"). Contractor's license number is 772245.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Grant Provisions including Form FHWA-1273 attached hereto as "Exhibit A", Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Flashing Pedestrian Beacon Project Specification No. PW 19-71 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of five hundred forty thousand five hundred eighty-one dollars and fifty-six cents ($540,581.56) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

7. Titles. The titles used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

8. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

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

CONTRACTOR

James Marsh, President[2] Date

Carol Smith, Secretary 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.

Agreement No. A-8186

Exhibit INS-G
INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8186
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City

Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

9/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City=s practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $2,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8186
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2 **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3 **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4 **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5 **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6 **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8186
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 _____

INS-G.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

_____

Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1 INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3 SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the companys limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4 CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5 PROVISIONS REGARDING THE INSURED=S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6 SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

2.1 Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or

2.2 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. A-8186
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____
I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.
Signature _____
(original signature required)
Telephone: ( ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as FLASHING PEDESTRIAN BEACON PROJECT SPECIFICATION NO. PW 19-71.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as FLASHING PEDESTRIAN BEACON PROJECT SPECIFICATION NO. PW 19-71.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,_____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

10 SECTION 17. FORM FHWA-1273

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government-wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for Work done under any purchase order, rental agreement or agreement for other services. The Contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in Bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these Contract provisions shall apply to all Work performed on the Contract by the contractor's own organization and with the assistance of workers under the Contractor's immediate superintendence and to all Work performed on the Contract by piecework, station Work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for

withholding of progress payments, withholding of final payment, termination of the Contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this Contract, the Contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this Section related to 23 CFR Part 230 are applicable to all federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the Contractor and all Subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The Contractor and all Subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's Project activities under this Contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq*.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Contract. In the execution of this Contract, the Contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The Contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the Contract.

b. The Contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to

their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The Contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so

3. Dissemination of Policy: All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of Work and then not less often than once every six (6) months, at which time the Contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the Contractor's EEO obligations within thirty (30) days following their reporting for duty with the Contractor.

c. All personnel who are engaged in direct recruitment for the Project will be instructed by the EEO Officer in the Contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the Contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The Contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the Project work force would normally be derived.

a. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the Contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.

b. In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the Contractor is expected to observe the provisions of that agreement to the extent that the system meets the Contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates federal

nondiscrimination provisions.

c. The Contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of Project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of Project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this Contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The Contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the Contractor's work force requirements and as permissible under federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of Contract performance. In the event a special provision for training is provided under this Contract, this subparagraph will be superseded as indicated in the special provision. The City may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the Contractor, either directly or through a Contractor's association acting as agent, will include the procedures set forth below:

a. The Contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward

qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The Contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the Contractor from the requirements of this paragraph. In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The Contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The Contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this Contract.

a. The Contractor shall notify all potential Subcontractors and suppliers and lessors of their EEO obligations under this Contract.

b. The Contractor will use good faith efforts to ensure Subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The Contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three (3) years following the

date of the final payment to the Contractor for all Contract Work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the Contractor shall document the following:

(1) The number and Work hours of minority and non-minority group members and women employed in each Work classification on the Project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The Contractors and Subcontractors will submit an annual report to the contracting agency each July for the duration of the Project, indicating the number of minority, women, and non-minority group employees currently engaged in each Work classification required by the Contract Work. This information is to be reported on Form FHWA-1391. The staffing data should represent the Project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the Contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The Contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The Contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The Contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the Contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, Work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The Contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This Section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the Work, will be paid unconditionally and not less often than once a week, and without subsequent

deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this Section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the

recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this Section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract, or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the Work, all or part of the wages required by the Contract, the contracting agency may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the Work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or

the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for a Contractor to require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the Contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(2) of this Section.

(4) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

c. The Contractor or Subcontractor shall make the records required under paragraph 3.a. of this Section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such

representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the Contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training

Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the Project site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

6. Subcontracts. The Contractor or Subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the Subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.liquidated

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

9. Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this Section, the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of Work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this Section, in the sum of $10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this Section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph

(2.) of this Section.

4. Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this Section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this Section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The Contractor shall perform with its own organization Contract Work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original Contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original Contract price before computing the amount of Work required to be performed by the Contractor's own organization (23 CFR 635.116).

a. The term “perform Work with its own organization” refers to workers employed or leased by the Contractor, and equipment owned or rented by the Contractor, with or without operators. Such term does not include employees or equipment of a Subcontractor or lower tier Subcontractor, agents of the Contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the Contractor meets all of the following conditions:

(1) the Contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the Contractor remains responsible for the quality of the Work of the leased employees;

(3) the Contractor retains all power to accept or exclude individual employees from Work on the Project; and

(4) the Contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the Contract as a whole and in general are to be limited to minor components of the overall Contract.

2. The Contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the Contractor under the Contract provisions.

3. The Contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the Work in accordance with the Contract requirements, and is in charge of all construction operations (regardless of who performs the Work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the Contract.

4. No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting

officer, or authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the Contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this Contract the Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the Work covered by the Contract.

2. It is a condition of this Contract, and shall be made a condition of each subcontract, which the Contractor enters into pursuant to this Contract, that the Contractor and any Subcontractor shall not permit any employee, in performance of the Contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this Contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of Contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the Project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the Project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the Project:

18 U.S.C. 1020 reads as follows:

> "Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the

material used or to be used, or the quantity or quality of the Work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any Work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this Title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this Bid/proposal or the execution of this Contract, or subcontract, as appropriate, the Bidder, proposer, federal-aid construction Contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this Contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the Contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency

determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the Contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as Subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the Contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier

Participant or other Lower Tier Participants (such as Subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

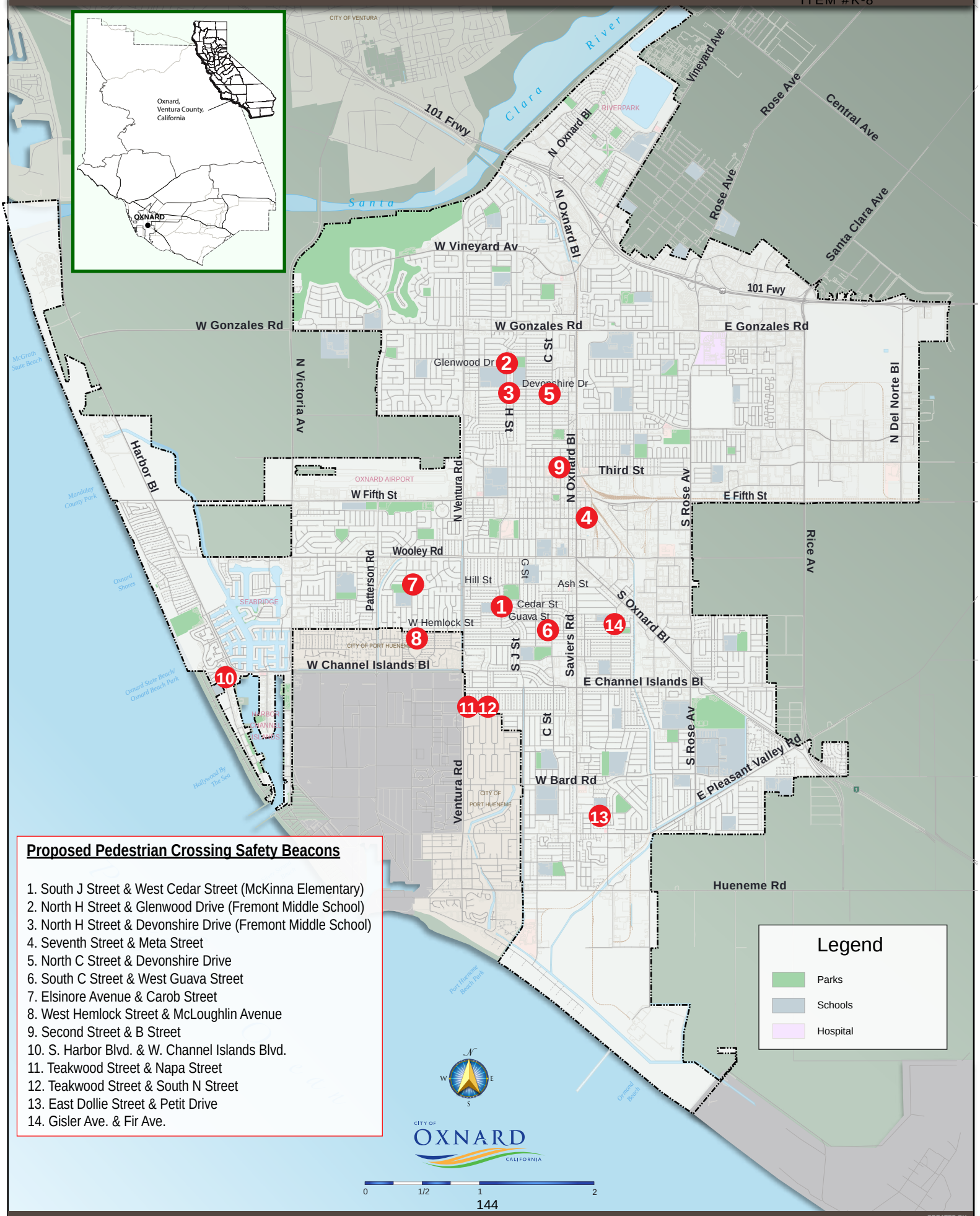
b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

City of Oxnard Pedestrian Crossing Safety Beacons

ITEM #K-8



Proposed Pedestrian Crossing Safety Beacons

1. South J Street & West Cedar Street (McKinna Elementary)
2. North H Street & Glenwood Drive (Fremont Middle School)
3. North H Street & Devonshire Drive (Fremont Middle School)
4. Seventh Street & Meta Street
5. North C Street & Devonshire Drive
6. South C Street & West Guava Street
7. Elsinore Avenue & Carob Street
8. West Hemlock Street & McLoughlin Avenue
9. Second Street & B Street
10. S. Harbor Blvd. & W. Channel Islands Blvd.
11. Teakwood Street & Napa Street
12. Teakwood Street & South N Street
13. East Dollie Street & Petit Drive
14. Gisler Ave. & Fir Ave.

CREATED BY: SALVADOR MANCHA
REVISED:03.07.2019

This is a tabulation of bid results and not an offer of award or contract.
The City reserves the right to reject all bids.

Bid Opening: 9/18/2019

Flashing Pedestrian Beacon Project

Specification No. **PW 19-71**

Owner: City of Oxnard

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	Taft Electric Co. 1694 Eastman Av Ventura, CA 93003 #1 UNIT PRICE	EXTENDED AMOUNT	Power Design Electric, Inc. PO Box 251 Kingsburg, CA 93631 #2 UNIT PRICE	EXTENDED AMOUNT	California Professional Engineering, Inc. 929 Otterbein Av, Unit E La Puente, CA 91748 #3 UNIT PRICE	EXTENDED AMOUNT
	LOCATION 1 – SOUTH J ST & WEST CEDAR ST								
1	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
2	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00
3	Detectable Warning Surface	SQFT	24	$50.90	$1,221.60	$73.15	$1,755.60	$58.00	$1,392.00
4	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	312	$6.95	$2,168.40	$17.30	$5,397.60	$7.00	$2,184.00
5	Yield Line Striping (Thermoplastic)	LF	48	$4.77	$228.96	$104.02	$4,992.96	$3.50	$168.00
6	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
7	Install R1-5 Sign And A Post	EA	2	$424.20	$848.40	$1,555.00	$3,110.00	$322.00	$644.00
8	Remove Existing Pole	EA	2	$1,858.96	$3,717.92	$1,375.00	$2,750.00	$2,000.00	$4,000.00
9	Relocate Existing Sign To The New RRFB	EA	4	$95.95	$383.80	$107.00	$428.00	$500.00	$2,000.00
	LOCATION 2 – NORTH H ST & GLENWOOD DR								
10	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
11	Traffic Control And Public Convenience And Safety	LS	1	$4,242.00	$4,242.00	$410.00	$410.00	$5,000.00	$5,000.00
12	Detectable Warning Surface	SQFT	48	$50.90	$2,443.20	$73.15	$3,511.20	$58.00	$2,784.00
13	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	706	$6.95	$4,906.70	$10.77	$7,603.62	$7.00	$4,942.00
14	Yield Line Striping (Thermoplastic)	LF	48	$4.77	$228.96	$104.02	$4,992.96	$3.50	$168.00
15	Dual Sided RRFB System	EA	4	$8,800.73	$35,202.92	$7,360.66	$29,442.64	$6,500.00	$26,000.00
16	Install R1-5 Sign And A Post	EA	1	$424.20	$424.20	$1,555.00	$1,555.00	$322.00	$322.00
17	Install R1-5 Sign On Existing Post	EA	1	$90.14	$90.14	$107.00	$107.00	$276.00	$276.00
18	Remove Existing Pole	EA	1	$1,858.96	$1,858.96	$1,375.00	$1,375.00	$2,000.00	$2,000.00
19	Relocate Existing Sign To The New RRFB	EA	4	$95.95	$383.80	$107.00	$428.00	$500.00	$2,000.00
	LOCATION 3 – NORTH H ST & DEVONSHIRE DR								
20	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
21	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00
22	Access Ramp Case A Type 1	EA	2	$7,953.75	$15,907.50	$4,263.60	$8,527.20	$8,850.00	$17,700.00

Flashing Pedestrian Beacon Project

Specification No. **PW 19-71**

Owner: City of Oxnard

				Taft Electric Co. 1694 Eastman Av Ventura, CA 93003		Power Design Electric, Inc. PO Box 251 Kingsburg, CA 93631		California Professional Engineering, Inc. 929 Otterbein Av, Unit E La Puente, CA 91748	
				#1		#2		#3	
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
23	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	284	$6.95	$1,973.80	$18.45	$5,239.80	$7.00	$1,988.00
24	Yield Line Striping (Thermoplastic)	LF	48	$4.77	$228.96	$104.02	$4,992.96	$3.50	$168.00
25	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
26	Install R1-5 Sign And A Post	EA	2	$424.20	$848.40	$1,555.00	$3,110.00	$322.00	$644.00
27	Remove Existing Pole	EA	1	$1,858.96	$1,858.96	$1,375.00	$1,375.00	$2,000.00	$2,000.00
28	Relocate Existing Sign To The New RRFB	EA	4	$95.95	$383.80	$107.00	$428.00	$500.00	$2,000.00
	LOCATION 4 – SEVENTH ST & META ST								
29	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
30	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00
31	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	284	$6.95	$1,973.80	$18.44	$5,236.96	$7.00	$1,988.00
32	Yield Line Striping (Thermoplastic)	LF	42	$4.77	$200.34	$114.89	$4,825.38	$3.50	$147.00
33	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
34	Install R1-5 Sign On Existing Post	EA	2	$90.14	$180.28	$107.00	$214.00	$276.00	$552.00
35	Relocate Existing Sign To The New RRFB	EA	2	$95.95	$191.90	$107.00	$214.00	$500.00	$1,000.00
36	Access Ramp Case A Type 1	EA	1	$7,953.75	$7,953.75	$4,263.60	$4,263.60	$8,850.00	$8,850.00
37	Access Ramp Case A Type 4	EA	1	$7,953.75	$7,953.75	$4,263.60	$4,263.60	$8,850.00	$8,850.00
	LOCATION 5 – NORTH C ST & DEVONSHIRE DR								
38	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
39	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00
40	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	352	$6.95	$2,446.40	$15.96	$5,617.92	$7.00	$2,464.00
41	Yield Line Striping (Thermoplastic)	LF	40	$4.77	$190.80	$119.21	$4,768.40	$3.50	$140.00
42	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
43	Install R1-5 Sign And A Post	EA	2	$424.20	$848.40	$1,555.00	$3,110.00	$322.00	$644.00
44	Remove Existing Pole	EA	2	$1,858.96	$3,717.92	$1,375.00	$2,750.00	$2,000.00	$4,000.00
45	Relocate Existing Sign To The New RRFB	EA	4	$95.95	$383.80	$107.00	$428.00	$500.00	$2,000.00
46	Access Ramp Case A Type 4	EA	2	$7,423.50	$14,847.00	$4,263.60	$8,527.20	$8,260.00	$16,520.00
	LOCATION 6 – SOUTH C ST & WEST GUAVA ST								
47	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
48	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00

Flashing Pedestrian Beacon Project

Specification No. **PW 19-71**

Owner: City of Oxnard

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	Taft Electric Co. 1694 Eastman Av Ventura, CA 93003 #1 UNIT PRICE	EXTENDED AMOUNT	Power Design Electric, Inc. PO Box 251 Kingsburg, CA 93631 #2 UNIT PRICE	EXTENDED AMOUNT	California Professional Engineering, Inc. 929 Otterbein Av, Unit E La Puente, CA 91748 #3 UNIT PRICE	EXTENDED AMOUNT
49	Detectable Warning Surface	SQFT	12	$50.90	$610.80	$73.15	$877.80	$58.00	$696.00
50	Remove Existing Crosswalk	SQFT	302	$6.36	$1,920.72	$21.52	$6,499.04	$7.00	$2,114.00
51	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	302	$6.95	$2,098.90	$13.66	$4,125.32	$7.00	$2,114.00
52	Yield Line Striping (Thermoplastic)	LF	48	$4.77	$228.96	$78.71	$3,778.08	$3.50	$168.00
53	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
54	Install R1-5 Sign And A Post	EA	2	$424.20	$848.40	$1,555.00	$3,110.00	$322.00	$644.00
55	Remove Existing Pole	EA	2	$1,858.95	$3,717.90	$1,375.00	$2,750.00	$2,000.00	$4,000.00
56	Relocate Existing Sign To The New RRFB	EA	4	$95.95	$383.80	$107.00	$428.00	$500.00	$2,000.00
57	Access Ramp Case B Type 1	EA	1	$7,953.75	$7,953.75	$4,263.60	$4,263.60	$8,850.00	$8,850.00
	LOCATION 7 – ELSINORE AVE & CAROB ST								
58	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
59	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00
60	Detectable Warning Surface	SQFT	12	$50.90	$610.80	$73.15	$877.80	$58.00	$696.00
61	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	262	$6.95	$1,820.90	$19.52	$5,114.24 *	$7.00	$1,834.00
62	Yield Line Striping (Thermoplastic)	LF	40	$4.77	$190.80	$119.21	$4,768.40	$3.50	$140.00
63	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
64	Install R1-5 Sign And A Post	EA	2	$424.20	$848.40	$1,555.00	$3,110.00	$322.00	$644.00
65	Remove Existing Pole	EA	1	$1,858.96	$1,858.96	$1,375.00	$1,375.00	$2,000.00	$2,000.00
66	Relocate Existing Sign To The New RRFB	EA	4	$95.95	$383.80	$107.00	$428.00	$500.00	$2,000.00
67	Access Ramp Case A Type 1	EA	1	$7,953.75	$7,953.75	$4,263.60	$4,263.60	$8,850.00	$8,850.00
	LOCATION 8 – WEST HEMLOCK ST & McLOUGHLIN AVE								
68	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
69	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00
70	Detectable Warning Surface	SQFT	12	$50.90	$610.80	$73.15	$877.80	$58.00	$696.00
71	Yield Line Striping (Thermoplastic)	LF	40	$4.77	$190.80	$88.84	$3,553.60	$3.50	$140.00
72	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
73	Install R1-5 Sign And A Post	EA	2	$424.20	$848.40	$1,555.00	$3,110.00	$322.00	$644.00
74	Remove Existing Pole	EA	1	$1,858.96	$1,858.96	$1,375.00	$1,375.00	$2,000.00	$2,000.00
75	Relocate Existing Sign To The New RRFB	EA	4	$95.95	$383.80	$107.00	$428.00	$500.00	$2,000.00
76	Remove Existing Crosswalk	SQFT	306	$6.36	$1,946.16	$21.41	$6,551.46	$7.00	$2,142.00

Flashing Pedestrian Beacon Project

Specification No. **PW 19-71**

Owner: City of Oxnard

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	Taft Electric Co. 1694 Eastman Av Ventura, CA 93003 #1 UNIT PRICE	EXTENDED AMOUNT	Power Design Electric, Inc. PO Box 251 Kingsburg, CA 93631 #2 UNIT PRICE	EXTENDED AMOUNT	California Professional Engineering, Inc. 929 Otterbein Av, Unit E La Puente, CA 91748 #3 UNIT PRICE	EXTENDED AMOUNT
77	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	306	$6.95	$2,126.70	$13.55	$4,146.30	$7.00	$2,142.00
78	Access Ramp case A Type 1	EA	1	$7,953.75	$7,953.75	$4,263.60	$4,263.60	$8,850.00	$8,850.00
	LOCATION 9 – SECOND ST & B ST								
79	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
80	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00
81	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	296	$6.95	$2,057.20	$17.93	$5,307.28	$7.00	$2,072.00 *
82	Yield Line Striping (Thermoplastic)	LF	50	$4.77	$238.50	$100.98	$5,049.00	$3.50	$175.00
83	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
84	Install R1-5 Sign And A Post	EA	2	$424.40	$848.80	$1,555.00	$3,110.00	$322.00	$644.00
85	Access Ramp Case A Type 4	EA	2	$7,953.75	$15,907.50	$4,263.60	$8,527.20	$8,850.00	$17,700.00
	LOCATION 10 – S HARBOR BLVD & W CHANNEL ISLANDS BLVD								
86	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
87	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00
88	Detectable Warning Surface	SQFT	12	$50.90	$610.80	$73.15	$877.80	$58.00	$696.00
89	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	397	$6.95	$2,759.15	$14.80	$5,875.60	$7.00	$2,779.00
90	Yield Line Striping (Thermoplastic)	LF	60	$4.77	$286.20	$88.83	$5,329.80	$3.50	$210.00
91	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
92	Install R1-5 Sign On Existing Post	EA	2	$90.14	$180.28	$107.00	$214.00	$276.00	$552.00
93	Relocate Existing Sign To The New RRFB	EA	2	$95.95	$191.90	$107.00	$214.00	$500.00	$1,000.00
94	Access Ramp Case A Type 2	EA	1	$7,953.75	$7,953.75	$4,263.60	$4,263.60	$8,850.00	$8,850.00
95	Install W11-2, W16-9P Sign & Post	EA	1	$556.76	$556.76	$1,800.00	$1,800.00	$405.00	$405.00
	LOCATION 11 – TEAKWOOD ST & NAPA ST								
96	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
97	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00
98	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	242	$6.95	$1,681.90	$20.68	$5,004.56	$7.00	$1,694.00
99	Yield Line Striping (Thermoplastic)	LF	40	$4.77	$190.80	$119.21	$4,768.40	$3.50	$140.00
100	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
101	Install R1-5 Sign And A Post	EA	2	$424.20	$848.40	$1,555.00	$3,110.00	$322.00	$644.00
102	Remove Existing Pole	EA	1	$1,858.96	$1,858.96	$1,375.00	$1,375.00	$2,000.00	$2,000.00

Flashing Pedestrian Beacon Project

Specification No. **PW 19-71**

Owner: City of Oxnard

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	Taft Electric Co. 1694 Eastman Av Ventura, CA 93003 #1 UNIT PRICE	EXTENDED AMOUNT	Power Design Electric, Inc. PO Box 251 Kingsburg, CA 93631 #2 UNIT PRICE	EXTENDED AMOUNT	California Professional Engineering, Inc. 929 Otterbein Av, Unit E La Puente, CA 91748 #3 UNIT PRICE	EXTENDED AMOUNT
103	Relocate Existing Sign To The New RRFB	EA	2	$95.95	$191.90	$107.00	$214.00	$500.00	$1,000.00
104	Access Ramp Case B Type 1	EA	1	$6,363.00	$6,363.00	$4,263.60	$4,263.60	$7,100.00	$7,100.00
105	Access Ramp Case B Type 2	EA	1	$6,893.25	$6,893.25	$4,263.60	$4,263.60	$7,700.00	$7,700.00
	LOCATION 12 – TEAKWOOD ST & SOUTH N ST								
106	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
107	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00
108	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	242	$6.95	$1,681.90	$20.68	$5,004.56 *	$7.00	$1,694.00
109	Yield Line Striping (Thermoplastic)	LF	40	$4.77	$190.80	$119.21	$4,768.40	$3.50	$140.00
110	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
111	Install R1-5 Sign And A Post	EA	1	$424.20	$424.20	$1,555.00	$1,555.00	$322.00	$322.00
112	Install R1-5 Sign On Existing Post	EA	1	$90.14	$90.14	$107.00	$107.00	$276.00	$276.00
113	Remove Existing Pole	EA	1	$1,858.96	$1,858.96	$1,375.00	$1,375.00	$2,000.00	$2,000.00
114	Relocate Existing Signs to the New RRFB	EA	2	$95.95	$191.90 *	$107.00	$214.00	$500.00	$1,000.00
115	Access Ramp Case B Type 1	EA	1	$6,363.00	$6,363.00	$4,263.60	$4,263.60	$7,100.00	$7,100.00
116	Access Ramp Case B Type 2	EA	1	$6,893.25	$6,893.25 *	$4,263.60	$4,263.60	$7,700.00	$7,700.00
	LOCATION 13 – EAST DOLLIE ST & PETIT DR								
117	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
118	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00
119	Yield Line Striping (Thermoplastic)	LF	40	$4.77	$190.80	$119.21	$4,768.40	$3.50	$140.00
120	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	270	$6.95	$1,876.50	$19.12	$5,162.40	$7.00	$1,890.00
121	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
122	Install R1-5 Sign And A Post	EA	1	$424.20	$424.20	$1,555.00	$1,555.00	$322.00	$322.00
123	Install R1-5 Sign On Existing Post	EA	1	$90.14	$90.14	$107.00	$107.00	$276.00	$276.00
124	Remove Existing Pole	EA	1	$1,858.96	$1,858.96	$1,375.00	$1,375.00	$2,000.00	$2,000.00
125	Relocate Existing Sign To The New RRFB	EA	4	$95.95	$383.80	$107.00	$428.00	$500.00	$2,000.00
126	Access Ramp Case B Type 1	EA	1	$7,953.75	$7,953.75	$4,263.60	$4,263.60	$8,850.00	$8,850.00
127	Access Ramp Case A Type 3	EA	2	$7,953.75	$15,907.50 *	$4,263.60	$8,527.20	$8,850.00	$17,700.00

Flashing Pedestrian Beacon Project

Specification No. **PW 19-71**

Owner: City of Oxnard

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	EVALUATION QUANTITY	Taft Electric Co. 1694 Eastman Av Ventura, CA 93003 #1 UNIT PRICE	EXTENDED AMOUNT	Power Design Electric, Inc. PO Box 251 Kingsburg, CA 93631 #2 UNIT PRICE	EXTENDED AMOUNT	California Professional Engineering, Inc. 929 Otterbein Av, Unit E La Puente, CA 91748 #3 UNIT PRICE	EXTENDED AMOUNT
	LOCATION 14 – GISLER AVE & FIR AVE								
128	Mobilization/Demobilization	LS	1	$931.77	$931.77	$1,899.00	$1,899.00	$2,000.00	$2,000.00
129	Traffic Control And Public Convenience And Safety	LS	1	$2,121.00	$2,121.00	$410.00	$410.00	$5,000.00	$5,000.00
130	Detectable Warning Surface	SQFT	36	$50.90	$1,832.40	$73.15	$2,633.40	$58.00	$2,088.00
131	Ladder Type Crosswalk Refurbish (Thermoplastic)	SQFT	292	$6.95	$2,029.40 *	$18.10	$5,285.20	$7.00	$2,044.00
132	Yield Line Striping (Thermoplastic)	LF	40	$4.77	$190.80	$119.21	$4,768.40	$3.50	$140.00
133	Dual Sided RRFB System	EA	2	$8,816.29	$17,632.58	$7,360.66	$14,721.32	$6,500.00	$13,000.00
134	Install R1-5 Sign And A Post	EA	2	$424.20	$848.40	$1,555.00	$3,110.00	$322.00	$644.00
135	Remove Existing Pole	EA	1	$1,858.96	$1,858.96	$1,375.00	$1,375.00	$2,000.00	$2,000.00
136	Relocate Existing Sign To The New RRFB	EA	2	$95.95	$191.90	$107.00	$214.00	$500.00	$1,000.00
	Total Bid Amount Submitted				$540,581.18		$765,801.63		$559,579.00
	Total Bid Amount Verified				**$540,581.56 ***		**$557,810.60 ***		**$559,586.00 ***
	Subcontractors:			Toro Enterprises, Inc. Super Seal & Stripe RP Barricade Chrisp Company		Arguello Concrete Construction, Inc. Super Seal & Stripe		Toro Enterprises, Inc. Chrisp Company	

* Corrections have been made to address discrepancies

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** November 5, 2019
Project/Program Manager: Debbie O'Leary **Phone:** x5283

Reason for Appropriation:

Additional Air Poullution Buydown (Fund 118) funding required to award construction contract for the Flashing Pedestrian Beacons Project 163105, PW 19-71. Recognize grant revenue and appropriate funds from increase to CMAQ grant award (Fund 275).

Fund: 118 - AIR POLLUTION BUYDOWN FEE

Expenditures/Transfers Out

Flashing Pedestrian Beacon Installation (Project 163105)

118-3109-826-8610	STREET RESURFACING IMPRV	(25,020)
118-3109-826-8208	SEVVICES CONSTRUCTION	98,092
118-3109-826-8209	SERVICES OTHER PROF. CONTRACT	8,135
118-3109-826-8451	SERVICES TO OTHER PROGRAMS	45,923
118-3109-826-8802	CONTINGINCIES	54,058
	Sub-total Expenditures	181,188
	Net Change to Fund Balance	**(181,188)**

Fund: 275 - FED. TRANSPORT M.Y. GRANTS

Revenues/Transfers In

Flashing Pedestrian Beacon Installation (163105)

275-3109-531.72-01	FEDERAL GRANT REV.	116,676
	Sub-total Revenues	116,676

Expenditures/Transfers Out

Flashing Pedestrian Beacon Installation (163105)

275-3109-829-8610	STREET RESURFACING IMPROVEMENT	(325,814)
275-3109-829-8208	SERVICES CONSTRUCTION	442,490
	Sub-total Expenditures	116,676
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**297,864**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____
BA DOC.# (Finance)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revised : 2/23/2012

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9.

DATE: November 5, 2019

TO: City Council

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

SUBJECT: Award of a Three-Year Contract for Landscape and Ballfield Maintenance in RiverPark Community Facilities District 5.

RECOMMENDATION

That the City Council approve and authorize the Mayor to:
1. Execute Agreement A-8171 with Garcia's Landscaping Maintenance, Inc. to provide landscape and ballfield maintenance services to RiverPark Community Facilities District 5 in the total amount of $3,120,435 for a three year term;
2. Approve a contingency in the amount of $150,000 for Agreement A-8171 for landscape and irrigation rehabilitation services with Garcia's Landscaping Maintenance, Inc., identified at the time of transfer of services from the previous contractor; and
3. Authorize the Public Works Director or designee to change service levels within the Agreement based on the available funding in the facilities district.

BACKGROUND

RiverPark Community Facilities District (CFD) 5 contains landscaping improvements that add value and enhance the aesthetic qualities of the district. All parcels within this district are assessed for the annual cost of maintenance.

On May 28, 2019, Public Works Department Special Districts Division issued a Notice to Cure to the current landscape contractor in RiverPark CFD. On July 10, 2019, the Special Districts Division issued a termination notice due to the failure to satisfy all requirements of the Cure Notice. The current landscape contract for landscape maintenance services at RiverPark CFD 5 terminated on Thursday, October 31, 2019.

DISCUSSION

To ensure that contractors meet all of the service requirements applicable to RiverPark CFD 5, staff has restructured the standards for maintenance of both landscaping and the ballfields to incorporate stricter guidelines and requirements. Penalties for noncompliance and for deficiencies, as described in the RiverPark CFD 5 Landscape Maintenance Citation Form, were increased making the fees commiserate with the contract value. Additionally, included in the standards is the Service Levels and Frequency document which clearly defines the type and frequency of work to be performed in RiverPark CFD 5.

Staff initiated a pre-qualification process in September 2017, to ensure that contractors submitting bids with the City would meet the specific maintenance and staffing needs required for Special Districts. This pre-qualification process allows new vendors to pre-qualify 4 times per year. The last pre-qualification was completed in June 2019. As a result, five (5) vendors pre-qualified: Garcia's Landscape Maintenance, Inc., Landscape Development, Inc., Mariposa

Landscape, Inc., Natural Green Construction & Landscape, and Thrifty Tree Service.

Staff released a request for bids (RFB) on September 10, 2019. Garcia's Landscape Maintenance Inc. was determined to be the lowest bidder. Additionally, Garcia's Landscape Maintenance Inc. is a local business located in Oxnard. RiverPark residents and the master Homeowners Association (HOA) have requested that landscape services continue to remain at Service Level A. In addition to the landscaping and ballfield maintenance, staff will be addressing a turf rehabilitation project through this contract to eliminate the evasive kikuyu grass throughout the district.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for this agreement will be paid directly by the RiverPark CFD 5 Fund 174, Account 174-1606-805.82-09. Staff allocated $1,030,780 in Fiscal Year 2019-2020 budget for landscape and ballfield maintenance, which will accommodate the $744,752 that will be necessary to fund this Agreement this fiscal year. Funding for Fiscal Years 2020/21 and 2021/22 will be included in the budget of the respective fiscal year (RiverPark CFD, Fund 174-1606).

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Jeri Cooper, Interim Special Districts Manager

ATTACHMENTS

1. Garcia's - A-8171

Agreement No. A-8171

OXNARD AGREEMENT/AMENDMENT REVIEW FORM

Contractor/Vendor/Consultant: Garcia's Landscaping Maintenance Inc.

Address: 2101 Huges Drive, Oxnard, CA 93030

Telephone No.: 805-479-0168

Email address: garciasbiz@gmail.com

Contact Person: Tenley Garcia

Current Value of Agreement (including prior amendments): $3,120,435
(Attach copies of original agreement and all prior amendments)

Department: Public Works/Special Districts

Project Manager: Jeri Cooper

Value of this Amendment: $

Phone: 805-200-5334

Total Value of Amended Agreement: $

Amendment Number:

Contingency Requested: $150,000

P.O. No. (if existing agreement):

EISPM Funds[1] Requested: $

Req. No. (if new agreement): 4677

Funding Source: Riverpark CFD 5

Business Tax Certificate No.: 20-101816

Account No.[2]: 174-1606-805-8209

Insurance Exhibit Type: INS-D

Target Approval Date: November 5, 2019

Bid No.: SD 20-17

Minute Track ID No.

NSS control number:

Termination Date: November 5, 2022

Purpose of Agreement/Amendment and Reasonableness of Price: 3 Year Contract for the Landscape and Ballfield Maintenance of Riverpark CFD 5

Review Sequence	Initials	Date
1. Project Manager		9/27/19
2. Department Director	RG	9-30-19
3. Budget Management		
4. Risk Management[3]		
5. City Attorney (signs contract; no need to initial this form)		
6. Contractor/Vendor/Consultant (signs contract; no need to initial this form)[4]		
7. Buyer[5]		
8. Purchasing Manager[6]		
9. City Manager/ACM[7]		

[1] Funds for engineering, inspections, surveying & project management
[2] Attach list of account numbers and amounts if multiple accounts
[3] Moves to after Mayor and Contractor sign if public project contract
[4] Moves to after Mayor signs if public project contract
[5] Buyer signs only if contract and all amendments collectively are up to $25,000 annually; initials this form only if contract and all amendments collectively are over $25,000 annually
[6] Purchasing Manager signs only if contract and all amendments collectively are up to $100,000 annually; initials this form only if contract and all amendments collectively are over $100,000 annually
[7] City Manager/ACM signs only if contract and all amendments collectively are over $100,000 and up to $200,000 annually; initials this form only if contract and all amendments collectively are over $200,000 annually
[8] Mayor signs only if contract and all amendments collectively are over $200,000 annually; no need to initial this form
[9] City Clerk attests to contract if Mayor signed; no need to initial this form; receives only one original agreement (with wet signatures) and one copy of this form if contract states: "A signed copy of this Agreement… shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes." If this provision is not in the agreement, City Clerk needs two original agreements (with wet signatures) and one copy of this form.

Agreement No. **A-8171**

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: **November 6, 2019**

(2) Vendor: **Garcia's Landscaping Maintenance Inc.**

(3) Services: **Landscape and Ballfield Maintenance of Riverpark CFD 5**

(4) Schedule of Services: **See Schedule of Services Exhibit, which is attached hereto and incorporated herein**

(5) Agreement Ending Date: **November 5, 2022**

(6) Total Agreement Amount: **$3,120,435**

(7) City's Project Manager: **Jeri Cooper**

(8) Vendor's Project Manager: **Tenley Garcia; 805-479-0168**

(9) Insurance Coverage: INS-D

(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:

FOR VENDOR:

2101 Hughes Drive
Oxnard, CA 93033
Attn: Tenley Garcia, Secretary

FOR CITY:

1060 Pacific Ave, Building 1
Oxnard, CA 93030
Attn: Jeri Cooper, Interim Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Tenley Garcia, Secretary

CITY'S PROJECT MANAGER:

Jeri Cooper, Project Manager

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-D)

Agreement No. **A-8171**

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the

current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both

situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or

equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 = 100,

comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

Agreement No. **A-8171**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Patricia Garcia, Buyer

ATTEST:

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

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 10-1-19 Date

Rosemarie Gaglione, City Public Works Director Date

Julie Phillips, City Special Districts Manager 9-27-19 Date

GARCIA'S LANDSCAPING MAINTENANCE INC.

Pablo Garcia, President[2] Date

Tenley Garcia, Secretary 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.

Agreement No. A-8171

SCOPE OF SERVICES EXHIBIT

Scope of Service includes the General and Special Provisions as detailed on the following pages.

signatures, both of whom must be managers of the LLC; or for a partnership or limited partnership, the signatures of all partners.

11. **WAGES.** Awarded Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that 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.

All bids must be uploaded at https://www.oxnard.org/rfps-and-rfqs/ **GENERAL PROVISIONS**

SECTION 0. GREENBOOK

0-1 INCORPORATION.

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the "Greenbook" or "SSPWC") other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) ("ANSI A300 Pruning Standard") is incorporated herein by this reference.

0-2 NUMBERING OF GENERAL PROVISIONS.

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See "Days" in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

Contract Unit – A single unit of an item of Work.

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See "Work" in Greenbook.

Project Manager – the project manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Change Order – There shall be no classic "change orders" in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor's City business license.

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all applicable City ordinances.

1-3 ABBREVIATIONS.

1-3.1 General *[see Greenbook].*

1-3.2 Common Usage *[see Greenbook].*

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

Abbreviation	Word or Words
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA	American Public Works Association
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE	Institute of Electric & Electronic Engineers
NEC	National Electric Code
NFPA	National Fire Protection Association

SSS .....State of California Standard Specifications, latest edition, Department of Transportation

SSP ..... State of California Standard Plans, latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General *[see Greenbook].*

1-4.2 Units of Measure and Their Abbreviations *[see Greenbook].*

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].

2-2 ASSIGNMENT.

Greenbook Section 2-2 is not incorporated and is replaced with the following:

"No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee's City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work."

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

Greenbook Section 2-4 is not incorporated and is replaced with the following:

"No Bonds are required."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General *[see Greenbook]*.

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

"The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.
2. Supplemental Agreements.
3. Contract.
4. Addenda.
5. Notice Inviting Proposals.
6. Instructions to Bidders.
7. Proposal/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

2-5.3 Submittals *[see Greenbook]*.

2-5.3.1 General [see Greenbook].

2-5.3.2 Working Drawings [see Greenbook].

2-5.3.3 Shop Drawings [see Greenbook].

2-5.3.4 Supporting Information [see Greenbook].

2-5.3.5 Installation Instructions [see Greenbook].

2-5.3.6 Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].

2-6 WORK TO BE DONE.

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

"Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents."

2-7 SUBSURFACE DATA.

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-8 RIGHT-OF-WAY [see Greenbook].

2-9 SURVEYING.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items Proposal. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

"Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall

not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a registered land surveyor or registered civil engineer authorized to practice land surveying within the State of California.

The Contractor must preserve and perpetuate existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Project Manager and either the City Engineer or the Surveyor before disturbance or removal of existing monuments. The City Engineer or the Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771."

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

2-9.3 Private Engineers *[see Greenbook].*

2-9.4 Line and Grade *[see Greenbook].*

2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].

The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Project Manager shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Project Manager by emailing the Special Districts Administrator/ Division Manager, copying on that same email the Project Manager, requesting reconsideration of the Project Manager's decision. The appeal must contain: a clear explanation of the decision and how it impacts the Work; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Special Districts Administrator/ Division Manager must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Project Manager's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. The Special Districts Administrator/ Division Manager or his or her representative shall review the email and all other information provided by the Contractor. The Special Districts Administrator/ Division Manager or his or her representative shall email the Contractor the Special Districts Administrator/ Division Manager's decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Project Manager with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Project Manager's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

2-11 INSPECTION.

Greenbook Section 2-11 is not incorporated and is replaced with the following:

2-11.1 Weekly Inspections *[additional to the Greenbook].*

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

2-11.2 Monthly Landscape Maintenance Inspections *[additional to the Greenbook].*

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CHANGED CONDITIONS.

Greenbook Sections 3-1 through 3-4 are not incorporated.

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General *[see Greenbook].*

4-1.2 Protection of Work and Materials.

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

4-1.3 Inspection Requirements - 4-1.8 Calibration of Testing Equipment.

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

SECTION 5 UTILITIES

5-1 LOCATION.

5-1.1 General *[see Greenbook].*

5-1.2 Payment *[see Greenbook].*

5-1.3 Entry by Utility Owners *[additional to the Greenbook].*

The right is reserved to the owners of public Utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the Utility owners to alter, relocate or reconstruct a Utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the Utility owners must alter, relocate or reconstruct a Utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective Utility owners. City employees and agents shall likewise have the right to enter upon the Project site at any time and for any reason or no reason at all.

5-2 PROTECTION.

If Contractor damages or breaks the Utilities, it will be the Contractor's responsibility to repair the Utility at no cost to the Utility or to the City.

5-3 REMOVAL.

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing Utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

5-4 RELOCATION.

The Contractor shall cooperate fully with all Utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2 is not incorporated and is replaced with the following:

"To minimize public inconvenience and possible hazard and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor's next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.

2. If the Work is four (4) or more Calendar days late, deduct an amount of $250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.

3. Send the City's own forces or another contractor to complete the incomplete Work.

These options are available in addition to all other options in the Greenbook or as otherwise legally available."

OXNARD

RIVERPARK CFD 5 BALLFIELD MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	1st Occurrence Warning Only	2nd Occurrence		3rd Occurrence		4th Occurrence	
Infield Maintenance									
Infield Lip and Boarder Maintenance				$100.00		$200.00		$400.00	
Infield Dragging, Painting, Chalking				$200.00		$400.00		$800.00	
Skin Maintenance				$300.00		$600.00		$1,200.00	
Aeration and Topdressing Infields				$200.00		$400.00		$800.00	
Pitcher Mound & Base Maintenance				$100.00		$200.00		$400.00	
Outfield Maintenance									
Topdressing Outfields				$300.00		$600.00		$1,200.00	
Outfield Maintenance & Hole Repair				$200.00		$400.00		$800.00	
Hardscape Maintenance									
Painting Back-boards, Bollards, Curbs				$100.00		$200.00		$400.00	
Opening and Closing Fields				$100.00		$200.00		$400.00	
Gate & Backstop Fencing Repair				$200.00		$400.00		$800.00	
Program Lighting				$100.00		$200.00		$400.00	

Please note, citation is not based upon specific location, it is based upon occurrence each month as a result of monthly inspections and the property is viewed in its total.

Comments:

City Of Oxnard: Date:

OXNARD

RIVERPARK CFD 5 LANDSCAPE MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	1st Occurrence Warning Only	2nd Occurrence		3rd Occurrence		4th Occurrence	
Turf									
Mowing, Edging & Trimming				$300.00		$600.00		$1,200.00	
Aeration				$200.00		$400.00		$800.00	
Dethatching				$100.00		$150.00		$200.00	
Overseeding				$300.00		$600.00		$1,200.00	
Removal of grass clippings				$100.00		$150.00		$200.00	
Fertilization									
Turf				$200.00		$400.00		$800.00	
Shrubs, Groundcover, Vines, Trees				$200.00		$400.00		$800.00	
Trash and Debris Removal				$300.00		$600.00		$1,200.00	
Weed Control				$300.00		$600.00		$1,200.00	
Pest Control				$200.00		$400.00		$800.00	
Pruning, Trimming & Staking									
Shrubs, Groundcover, Vines				$200.00		$400.00		$800.00	
Trees				$300.00		$600.00		$1,200.00	
Graffiti				$200.00		$400.00		$800.00	
Irrigation				$200.00		$400.00		$800.00	

Please note, citation is not based upon specific location, it is based upon occurrence each month as a result of monthly inspections and the property is viewed in its total.

Comments:

City Of Oxnard: Date:

6-3 SUSPENSION OF THE WORK [see Greenbook].

6-3.1 General *[see Greenbook].*

6-3.2 Archeological and Paleontological Discoveries *[see Greenbook].*

6-4 TERMINATION OF THE CONTRACT FOR DEFAULT.

Greenbook Section 6-4 is not incorporated.

6-4.1 General.

Greenbook Section 6-4.1 is not incorporated.

6-4.2 Notice to Cure.

Greenbook Section 6-4.2 is not incorporated.

6-4.3 Notice of Termination for Default.

Greenbook Section 6-4.3 is not incorporated.

6-4.4 Responsibilities of the Surety.

Greenbook Section 6-4.4 is not incorporated.

6-4.5 Payment.

Greenbook Section 6-4.5 is not incorporated.

6-5 TERMINATION OF THE CONTRACT FOR CONVENIENCE.

Greenbook Section 6-5 is not incorporated.

6-6 DELAYS AND EXTENSIONS OF TIME.

6-6.1 General.

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

"If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources."

6-6.2 Extensions of Time.

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

"Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor."

6-6.4 Written Notice and Report.

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

"If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request."

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General *[see Greenbook].*

6-7.2 Not Used *[see Greenbook].*

6-7.3 Contract Time Accounting *[see Greenbook].*

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

6-8.3 Warranty.

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

"Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager's notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor's expense by deducting these amounts from future payments to the Contractor.

Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed."

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9 is not incorporated and is replaced as follows:

"Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of $250.

Execution of the Contract shall constitute agreement by the City and Contractor that $250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs."

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

6-11 TERMINATION OF CONTRACT [additional to the Greenbook].

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work 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 Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.

SECTION 7. RESPONSIBILITIES OF THE CONTRACTOR

7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General *[see Greenbook].*

7-1.2 Temporary Utility Services *[see Greenbook].*

7-1.3 Crushing and Screening Operations *[see Greenbook].*

7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that 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.

7-2.1 General *[see Greenbook].*

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

7-2.1.1 Personnel Clothing [additional to the Greenbook].

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

7-2.1.2 Sleeping [additional to the Greenbook].

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 *et seq.*, and that this Work is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

7-2.2.2 Copies of Wage Rates [additional to the Greenbook].

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 Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. The Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 Job Site Notices [additional to the Greenbook].

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 Failure to Pay Prevailing Rates [additional to the Greenbook].

The Contractor 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. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars ($200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

7-2.2.5 Apprentices [additional to the Greenbook].

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 Debarment or Suspension [additional to the Greenbook].

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 Payroll Records.

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

"The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars ($100) for each Calendar Day, or portion thereof, for each worker, until strict

compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR."

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

"The Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) 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 employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay."

7-2.5 Registration with the DIR *[additional to the Greenbook].*

A Contractor shall not be qualified to Proposal on, be listed in a proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Proposal that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

7-2.6 Compliance Monitoring *[additional to the Greenbook].*

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Prevailing Wage Indemnity *[additional to the Greenbook].*

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor's expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses.

7-2.8 Survival *[additional to the Greenbook].*

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

7-2.9 Living Wage Policy *[additional to the Greenbook].*

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

- Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;
- 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;
- 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
- 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.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2019-20, Contractor shall pay such employee no less than $16.19 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

7-2.10 Which Service Contractors Must Pay Living Wage *[additional to the Greenbook].*

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. 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.

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. 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 (5) people.

7-2.11 Posting Living Wage Policy *[additional to the Greenbook].*

Contractor 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.

7-2.12 Enforcement of Living Wage Policy *[additional to the Greenbook].*

If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars ($500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

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 or 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. 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.

7-2.13 Amendment of Living Wage Policy *[additional to the Greenbook].*

This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

7-3 INSURANCE [see Greenbook].

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

"All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference."

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

7-4 INDEMNIFICATION [additional to the Greenbook].

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor's Duty *[additional to the Greenbook].*

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.

a. 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.

b. 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.

7-4.2 Non-waiver of Rights *[additional to the Greenbook].*

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

7-4.3 Waiver of Right of Subrogation *[additional to the Greenbook].*

The Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival *[additional to the Greenbook].*

The provisions of this Section 7-4 shall survive the term and termination of the Contract, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor shall bear all costs for the City's Business License.

7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

7-8 WORKSITE MAINTENANCE.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled" but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangement for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permit from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, equipment, and temporary structures and facilities used. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Work site.

All costs associated with the clean-up and storage required to complete the Work shall be the sole responsibility of the Contractor.

7-8.1 General *[see Greenbook].*

7-8.2 Air Pollution Control *[see Greenbook].*

7-8.3 Noise Control *[see Greenbook].*

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

7-8.4 Storage of Equipment and Materials *[see Greenbook].*

7-8.4.1 General [see Greenbook].

7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers *[see Greenbook].*

7-8.5.1 General [see Greenbook].

7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

7-8.6 Water Pollution Control.

7-8.6.1 General [see Greenbook].

7-8.6.2 Best Management Practices (BMPs) [see Greenbook].

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

7-8.6.4 Dewatering.

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop payment notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

7-8.6.5 Payment [see Greenbook].

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed before start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings

shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or reestablishments shall be at least equal to the existing improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or reestablishing existing improvements shall be included in the Proposal.

7-10 SAFETY.

7-10.1 Access *[additional to the Greenbook].*

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to Street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars ($25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic *[additional to the Greenbook].*

7-10.2.1 Traffic Control Plan (TCP) [additional to the Greenbook]

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control

Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the schoolday start time and one (1) hour before or one (1) hour after schoolday end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 Street Closures, Detours, Barricades [additional to the Greenbook]

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

7-10.3 Haul Routes.

Greenbook Section 7-10.3 is not be incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detail requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 **Safety *[see Greenbook].***

7-10.4.1 ***Work Site Safety [see Greenbook].***

7-10.4.1.1 **General *[see Greenbook].***

7-10.4.1.2 **Work Site Safety Official *[see Greenbook].***

7-10.4.2 ***Safety Orders [see Greenbook].***

7-10.4.2.1 **General *[see Greenbook].***

7-10.4.2.2 **Shoring Plan *[see Greenbook].***

7-10.4.2.3 **Payment *[see Greenbook].***

7-10.4.3 ***Use of Explosives [see Greenbook].***

7-10.4.4 ***Hazardous Substances [see Greenbook].***

7-10.4.5 ***Confined Spaces [see Greenbook].***

7-10.4.5.1 **Confined Space Entry Program (CSEP) *[see Greenbook].***

7-10.4.5.2 **Permit-Required Confined Spaces *[see Greenbook].***

7-10.4.5.3 **Payment *[see Greenbook].***

7-10.5 **Security and Protective Devices.**

7-10.5.1 ***General [see Greenbook].***

7-10.5.2 ***Security Fencing [see Greenbook].***

7-10.5.3 ***Steel Plate Covers [see Greenbook].***

7-10.5.4 ***Protection of the Public [additional to the Greenbook].***

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

7-10.5.4.1 Emergencies *[additional to the Greenbook]*.

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with Cal/OSHA and federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 Public Notices *[additional to the Greenbook]*.

7-10.6.1 Notification to Property Owners and Businesses [additional to the Greenbook].

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the Street scheduled for the Work. Contractor must get notice pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, business, and other areas directed by the Project Manager.

7-10.6.2 Residents' Complaints [additional to the Greenbook].

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, Contractor shall refer any residents with complaints to the Project Manager.

7-11 PATENT FEES OR ROYALTIES [see Greenbook].

7-12 ADVERTISING [see Greenbook].

Contractor's vehicle shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

7-13 LAWS TO BE OBSERVED [see Greenbook].

7-14 ANTITRUST CLAIMS.

Greenbook Section 7-14 is not incorporated.

7-15 RECYCLING OF MATERIALS [additional to the Greenbook].

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

7-16 CONFIDENTIALITY [additional to the Greenbook].

7-16.1 Confidential Information *[additional to the Greenbook].*

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, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans 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 (i) is disclosed to the Contractor or (ii) developed by Contractor at the City's expense.

7-16.2 Information Provided by Contractor *[additional to the Greenbook].*

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions *[additional to the Greenbook].*

Notwithstanding the above, these limitations shall not apply to information that: (i) is already known to Contractor at the time of its disclosure or becomes publicly known through no wrongful act or omission of Contractor; (ii) is communicated to a third party with the express written consent of the City and is not subject to restrictions on further use or disclosure; (iii) is independently developed by Contractor; or (v) is required by law to be disclosed to any governmental agency, or required by court order, a court-issued subpoena or other legal process to be disclosed, provided that before making any such disclosure listed in this paragraph, Contractor shall immediately provide the City with written notice and a reasonable opportunity for the City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is impermissible by law or court order.

7-16.4 Enforcement *[additional to the Greenbook].*

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City *[additional to the Greenbook].*

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 Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

7-16.6 Survival *[additional to the Greenbook].*

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 GENERAL -- 8-6 BASIS OF PAYMENT.

Greenbook Sections 8-1 through 8.6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.

9-1.1 General *[see Greenbook].*

9-1.2 Methods of Measurement.

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 Certified Weights *[see Greenbook].*

9-2 LUMP SUM WORK [see Greenbook].

9-3 PAYMENT.

9-3.1 General *[see Greenbook].*

9-3.2 Partial and Final Payment *[additional to Greenbook].*

Each month, Contractor shall submit its standard invoice to the City. Attached, Contractor shall submit one (1) Itemized Completed Monthly Maintenance Services Form per district (at the appropriate service level) that is the same or similar to the one on the next page.

Itemized Monthly Completed Maintenance Services Form (Service Level A)

District Name:_____

Turf Maintenance	Date(s) Completed				
Mowing, Edging and Trimming (every week)	_____	_____	_____	_____	_____
Aerate to relieve compaction (3x per year)	_____				
Dethatch (annually)	_____				
Overseed Stressed Areas (bi-annually)	_____				
Fertilization Schedule					
Turf (quarterly)	_____				
Shrubs, Ground Cover, Vines (monthly)	_____				
Trash and Debris Removal					
Entire Area (daily)	_____	_____	_____	_____	_____
Pest Control					
Control and eradication of all plant pests within the landscape (as required)	_____	(mark if completed)			
Weed Control					
Control and eradication of all weeds (daily)	_____	_____			
Pruning and Trimming					
Shrubs, Ground Cover, Vines (weekly)	_____	_____	_____	_____	_____
Trees - maintain all trees in their natural shape to 13.5' above street an 9' above sidewalks monthly	_____	(mark if completed)			
General Site Maintenance					
Restrooms	_____	(mark if completed)			
Play Structures	_____	(mark if completed)			
Exercise Stations	_____	(mark if completed)			
Graffiti (respond within 24 hours of notification)	_____	(mark if completed)			
Irrigation Checks (daily)	_____	_____	_____		
Electrical Checks	_____	_____	_____		

the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed:_____ Date:_____

Itemized Monthly Completed Maintenance Services Form (Service Level B)

District Name:_____

Turf Maintenance	Date(s) Completed				
Mowing, Edging and Trimming (every week)	_____	_____	_____	_____	_____
Aerate to relieve compaction (3x per year)	_____				
Dethatch (annually)	_____				
Overseed Stressed Areas (bi-annually)	_____				
Fertilization Schedule					
Turf (quarterly)	_____				
Shrubs, Ground Cover, Vines (monthly)	_____				
Trash and Debris Removal					
Entire Area (daily)	_____	_____	_____	_____	_____
Pest Control					
Control and eradication of all plant pests within the landscape (as required)	_____	(mark if completed)			
Weed Control					
Control and eradication of all weeds (daily)	_____	_____			
Pruning and Trimming					
Shrubs, Ground Cover, Vines (weekly)	_____	_____	_____	_____	_____
Trees - maintain all trees in their natural shape to 13.5' above street an 9' above sidewalks monthly	_____	(mark if completed)			
General Site Maintenance					
Restrooms	_____	(mark if completed)			
Play Structures	_____	(mark if completed)			
Exercise Stations	_____	(mark if completed)			
Graffiti (respond within 24 hours of notification)	_____	(mark if completed)			
Irrigation Checks (daily)	_____	_____	_____		
Electrical Checks	_____	_____	_____		

the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."

Signed:_____ Date:_____

9-3.2.1 Monthly Closure Date and Invoice Date [additional to the Greenbook].

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 Payments [additional to the Greenbook].

The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

9-3.3 Delivered Materials *[see Greenbook].*

9-3.4 Mobilization.

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Proposal items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

9-4 AUDIT [additional to the Greenbook].

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 *et seq.*) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

SECTION 10. ADDITIONAL TERMS *[additional to the Greenbook]*

10-1 LICENSES [additional to the Greenbook].

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard business license at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].

The Contractor shall not unlawfully discriminate against any individual based on race, religion or religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status,

citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-4 WORKING DAYS AND HOURS [additional to the Greenbook].

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims. This Contract hereby incorporates those provisions as through fully set forth herein.

10-6 THIRD PARTY CLAIMS [additional to the Greenbook].

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City may notify the Contractor of the receipt of any third-party claim relating to the Project; if so, the City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Work; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor 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 the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit

or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-8 CONFLICTS OF INTEREST [additional to the Greenbook].

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-9 APPLICABLE LAW [additional to the Greenbook].

The validity, interpretation, and performance of these Contract Documents 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 Contract shall be in the Ventura County Superior Court.

10-10TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-11INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor 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 Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such Persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

The Contractor and its agents and employees shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor' employees and agents, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

The Contractor and its agents and 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.

10-12CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract Documents or who drafted that portion of the Contract Documents.

10-13THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

10-14WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-15CUMULATIVE REMEDIES [additional to the Greenbook].

Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

10-16TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City. Additionally, the City Manager, in his or her sole discretion, may renew the Agreement for up to two (2) additional years; if the City Manager chooses to do so, all provisions that apply in the first three (3) years shall apply to the fourth and fifth years. Some provisions may survive the term listed within this Section, as stated in those provisions.

10-17NOTICE [additional to the Greenbook].

Except as otherwise required by law, any notice or other communication authorized or required by these Contract Documents shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during the City's regular business hours or (b) on the third Working Day following deposit in the United States mail, postage prepaid, to

the addresses listed on the Contractor's Proposal and City Hall, or at such other address as one party may notify the other.

10-18SURVIVAL [additional to the Greenbook].

Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

10-19SEVERABILITY [additional to the Greenbook].

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 800. LANDSCAPING AND IRRIGATION

800-1LANDSCAPING MATERIALS *[see Greenbook].*

800-1.1 Topsoil *[see Greenbook].*

800-1.1.2 Class "A" Topsoil *[see Greenbook].*

800-1.1.3 Class "B" Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class "C" Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

800-1.2 Soil Fertilizing and Conditioning Materials *[see Greenbook].*

800-1.2.1 General *[see Greenbook].*

800-1.2.2 Manure *[see Greenbook].*

800-1.2.3 Commercial Fertilizer *[see Greenbook].*

800-1.2.4 Organic Soil Amendment *[see Greenbook].*

800-1.2.5 Mulch *[see Greenbook].*

800-1.3 Seed *[see Greenbook].*

800-1.4 Plants *[see Greenbook].*

800-1.4.1 General *[see Greenbook].*

800-1.4.2 Trees *[see Greenbook],*

800-1.4.3 Shrubs *[see Greenbook].*

800-1.4.4 Flatted Plants *[see Greenbook].*

800-1.4.5 Sod and Stolon (turf grass) *[see Greenbook].*

800-1.4.6 Cuttings *[see Greenbook].*

800-1.5 Headers, Stakes, and Ties.

Greenbook Section 800-1.5 is not incorporated.

800-2IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1General *[see Greenbook].*

801-2EARTHWORK AND TOPSOIL PLACEMENT *[see Greenbook].*

801-2.1 General.

The words "or Class B" shall be removed from Greenbook Section 801-2.1

801-2.2 Topsoil Preparation and Conditioning *[see Greenbook].*

801-2.2.1 General.

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

"Class "C" topsoil shall be scarified and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25 mm) in greatest dimension shall be removed."

801-2.2.2 Fertilizing and Conditioning Procedures *[see Greenbook].*

801-2.3 Finish Grading *[see Greenbook].*

801-3HEADER INSTALLATION *[see Greenbook].*

801-4PLANTING *[see Greenbook].*

801-4.1 General *[see Greenbook].*

801-4.2 Protection and Storage *[see Greenbook].*

801-4.3 Layout and Plant Location *[see Greenbook].*

801.4.4 Specimen Planting *[see Greenbook].*

801.4.5 Tree and Shrub Planting *[see Greenbook].*

801-4.6 Plant Staking and Guying *[see Greenbook].*

801.4.6.1 Method "A" Tree Staking *[see Greenbook].*

801.4.6.2 Method "B" Tree Staking *[see Greenbook].*

801-4.6.3 Guying *[see Greenbook].*

801-4.7 Ground Cover and Vine Planting *[see Greenbook].*

801-4.8 Lawn Planting *[see Greenbook].*

801-4.8.1 General *[see Greenbook].*

801-4.8.2 Seed *[see Greenbook].*

801-4.8.3 Sod *[see Greenbook].*

801-4.8.4 Stolon Planting

Greenbook Section 801-4.8.4 is not incorporated.

801-4.9 Erosion Control Planting *[see Greenbook].*

801-4.9.1 General *[see Greenbook].*

801-4.9.2 Straw Stabilization

Greenbook Section 801.4.9.2 is not incorporated.

801-4.9.3 Seeding and Mulching *[see Greenbook].*

801-4.9.4 Sprigging *[see Greenbook].*

801-4.9.5 Watering *[see Greenbook].*

801-5IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6MAINTENANCE AND PLANT ESTABLISHMENT *[see Greenbook].*

801-7MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8PAYMENT

Greenbook Section 801-8 is not incorporated.

SPECIAL PROVISIONS

SECTION 1000. TURF MAINTENANCE

1000-1 MOWING AND EDGING OF TURF.

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. All in ground boxes will be string-trimmed in a manner that is esthetically pleasing and will minimize lip build-up. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring tine. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verticutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verticutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Fertilization of turf, planter beds or any other maintenance areas should address plant health, diseases and insect issues.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-4 PESTICIDE APPLICATION.

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator Certificate issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative a minimum of one (1) week prior to application of pesticides. For follow-up pesticide applications, the contractor is to provide a second service date upon completion of the initial application. The fading colorant solution "Market-It Blue", or equal, shall be used in conjunction with all pesticide applications. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports within 24 hours. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards. Current standard in Riverpark is to post treatment of park turf areas two (2) days prior to application as notification to residents.

1000-5 IRRIGATION.

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district. The interior of the irrigation controller and booster pump enclosure shall be cleaned annually.

1000-5-1

The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this Proposal. Materials and supplies for the replacement of irrigation may be provided by contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick coupler boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the

Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects Proposal requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period. Irrigation that is deemed to need replacement due to poor or aging infrastructure and not deemed as regular maintenance will be covered under the On-Call Irrigation contact.

1000-5-2
Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

1000-5-3
Contractor will be required to use iCentral or similar product for the control and monitoring of the Riverpark irrigation system. The City will be transitioning to a new system in the coming year.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

1000-6 TURF WEED CONTROL

Contractor shall keep all turf grass areas weed free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative. Tree wells should be maintained by a pesticide approved by the Project Manager or his or her representative.

1000-7 TURF RENOVATION

The Contractor shall renovate all turf areas according to the Service Level listed in the Chart for that particular district. For example, in a district with Service Level A, Contractor shall renovate all bare turf areas within that district two times a year. Warm season turf is to be installed during the months of March and April. Cool season turf is to be installed during the months of March and April or September and October. Any application schedule must be pre-approved by the Project Manager or his or her representative.

1000-7-1
The seeding and mulching operation shall consist of a four step process; seedbed preparation, seeding, mulching, and applying the fertilizer. The last three steps shall be accomplished within 48 hours of starting the seeding operation.

1000-7-2
Seedbed Preparation. The areas to be seeded shall be reasonably smooth and shall conform to the original contours or new contours as shown on the plans before actual seedbed preparation begins. Any debris, including rocks and roots which would interfere with seeding, growth, or maintenance of the vegetation, or as specified elsewhere in these specifications, shall be removed. The surface areas to be seeded, including fill slopes, shall be compacted by first bringing the soil to optimum moisture by drying or adding water, and track walking or rolling firm. The areas shall then be roughened by scarifying, discing, borrowing, or otherwise worked to a depth of 2" to 4". Scarifying operations shall be cross slope, where possible. Cut slopes shall be dressed to neat line and all loose material raked to the toe and removed.

1000-7-3
All seed shall be delivered to the site tagged and labeled in accordance with California Agricultural Code. The seed shall be of a quality which has a minimum pure live seed content of 80% (% purity x % germination) and weed seed shall not exceed 0.5%. Legume seed shall be pellet inoculated with appropriate bacteria. The seed shall be broadcast with a truck or tractor mounted automatic seeder, where possible. Hand held breast seeders, (belly grinders) are suitable for small areas. Seed varieties are to be pre-approved through the project manager before application.

1000-7-4
Straw mulch shall be blown or hand broadcasted onto the ground. The application technique shall create a uniform depth of not less than two to three inches. The straw fibers shall be applied to form a uniform mat of loose straw through which no more than 15 percent of the original ground surface can be seen. No large clumps or unscattered straw shall be present after application. Straw shall be clean rice, barley or wheat straw. Fibers shall not be chopped less than 6-inches in length.

1000-7-5
The fertilizer shall be commercial type ammonium phosphate (16-20-0) and shall contain a minimum of 16% nitrogen, 20% available phosphoric acid, and 0% water soluble potash, and shall contain a minimum of 12 percent sulfur. The fertilizer shall be uniform in composition, dry and free flowing, pelleted or granular. Fertilizer is to be applied at a rate of 1lb per 1000 square feet.

1000-7-6
The Contractor shall be responsible for a successful ground cover and its survival through the germination period. This may include, but not be limited to, applying water or additional seed, and fertilizer. Any failed areas shall be replanted and successfully grown into mature plants, at the sole cost of the Contractor.

1000-7-7
An initial turf renovation project will be initiated by the City of Oxnard at the inception of the landscape maintenance contract to remedy any issues within the turf from the previous contractor. This project may be completed by the Contractor or through City staff based on the bid award. Services will include the eradication of weeds in desirable turf areas with a selective herbicide. This will require two broadcast applications and one follow-up spot spray application. All applications will need to be performed at the right rate and usually within 30 days of each application to achieve proper control. Locations to be bid are included in the Additive/Deductive section of the bid sheet.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE

2000-1 PRUNING AND EDGING.

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 GROUNDCOVER PRUNING.

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site at contractor's expense.

2000-3 FERTILIZATION.

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2000-4 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-5 WATER.

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas. The Contractor shall utilize the "Cappsure It" report system while performing irrigation inspections to report overall all inspections and any problems that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in a "Cappsure It" maintenance report and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

2000-6 BED WEED CONTROL.

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE

3000-1 PRUNING.

The Contractor or his or her representative shall possess a valid arborist certification from the International Society of Arboriculture or similar program approved by the City. This arborist must oversee all pruning work including root pruning and certifying all work meets requirements. City may require that the certified arborist directly supervise any staff completing tree work within Riverpark. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall provide tree maintenance according to the Service Level listed in the Service Level and Frequency of Operation Chart included within this Proposal specification. Service required include but are not limited to prune, shape and structure trees for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs and trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

Annual tree maintenance above and beyond what is in the scope of work and exceeding the listed height requirement will be administered by the City's Tree Contractor.

300O-2 FERTILIZATION.

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

300O-3 INSECT AND DISEASE CONTROL.

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify City and make recommendations, in "Cappsure It", of all other trees that may need supplemental insect and disease control.

300O-4 WATER.

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

300O-5 STAKING.

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

300O-6 MULCH

It is estimated that Riverpark utilizes approximately of 2,000 yards of mulch bi-annually to be place in locations throughout the District including but not limited to planter beds, tree wells, medians, etc. The Contractor shall apply 250 yards of mulch every three (3) months. Mulch is to be applied during the Months of February, May, August, and October. Proposal should include the labor cost to put down the mulch. Mulch will be dropped off in locations designated but the Project Manager or his or her representative throughout the property. If mulch is in an area that is not in relation to the area that needs to be mulched, it will be the responsibility to move the necessary amount of mulch to the location of use.

Areas for mulch storage will be designed in accordance with City and County regulations for storage of this type of material. Materials will be provided by the City.

SECTION 4000. RIVERPARK BASEBALL FIELDS

4000-1 GENERAL

The Riverpark Ballfields are managed under a Joint Use Agreement with the El Rio School District. All routine maintenance shall be performed before and after school hours, on weekends and school holidays. Maintenance conducted after school hours will be coordinated with the Project Manager or his or her representative as to not interfere with after school programs. Maintenance performed shall be in compliance with the California School IPM Program Guidebooks which can be accessed online at https://apps.cdpr.ca.gov/schoolipm/managing_pests/guidebook.cfm. Any work deemed to be an emergency must be approved by the Project Manager or his or her representative and approved by the school administration before the Contractor will be allowed to go onto the property and perform the work. School district staff is not authorized to direct or approve work through the Contractor and all work authorizations must be approved by City of Oxnard staff only.

4000-2 PESTICIDE APPLICATION

Contractor shall obtain prior approval from the Project Manager or his or her designee for any pesticide. Approved pesticides shall be applied on days when school is not in session and there are no games or practices scheduled. Irrigation schedules should be adjusted to provide the best results for pesticide applications. Contractor shall adjust mow schedules in accordance with pesticide applications to ensure the best results. All pesticides should be schedule so that the follow-up application lands on days when school is not in session.

4000-3 IRRIGATION MAINTENANCE

Irrigation will be inspected and repaired weekly. Irrigation breaks that are reported to the contractor must be repaired within 48hrs. Watering times and frequency should be checked and adjusted weekly to account for changes in the weather or power issues that can cause irrigation clocks to be off schedule.

4000-4 FIELD PREPARATION

Under the direction of the Project Manager or his or her representative, the Contractor will facilitate all painted and chalk lines on the fields. Every precaution and effort shall be made to prevent field "rain-outs" through preventative irrigation maintenance and close monitoring of the fields and weather conditions. Contractor should adhere to the turf cut and edging height specification of ½" – ¾" to maintain good field conditions. See attached Ballfield Maintenance Schedule for a tentative monthly schedule of field preparation activates.

4000-5 BALLFIELD SCHEDULE OF MAINTENACE

Under the direction of the Project Manager or his or her designee, the Contractor will be provided an annual calendar of when maintenance should be completed at the ballfields.

4000-6 USER GROUPS

The Project Manager or his or her representative will serve as liaison between the Contractor and user groups including but not limited to the school district and baseball leagues.

4000-7 FALL CLEAN UP

Under the direction of the Project Manager or his or her representative, the Contractor will be required to

administer a Fall Clean Up day that will prepare the ballfields and other city maintained areas of school property prior to the first day of instruction. Clean up will include but is not limited to pressure washing common areas, debris removal, blowing off parking lots, etc.

SECTION 5000. GENERAL SITE MAINTENANCE

5000-1 LITTER AND DEBRIS CONTROL.

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, leaves, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. All walkway areas should be blown clean during maintenance and should be free of clipping and debris. This includes curb and gutter areas.

5000-1-1 SERVICE LEVEL A

For Service Level A, Contractor will be require to empty the trash cans three days per week (Monday, Wednesday & Friday) throughout the parks. On weekends, the Contractor will provide 2 supplemental staff members to empty trash cans through-out the parks. A sweep of the parks shall be done when collecting trash from the receptacles to pick up any arrant debris. Extra sweeps throughout the parks for arrant debris only, will be made on Tuesdays and Thursdays. All debris in parks shall be thoroughly removed. Mutt Mitt Stations shall be checked, stocked and trash removed Monday, Wednesday & Friday.

5000-1-2 SERVICE LEVEL B – F

Contractor will be required to remove trash on service days.

5000-1-3 BALLFIELD MAINTENANCE

Contractor will be required to collect and dispose of any debris within the maintenance area while on property. This includes but is not limited to any debris located on the ballfields, planter beds and/or trash receptacles.

5000-2 PARK AMENITIES

Contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to play structures, exercise stations, restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. Contractor will be responsible for maintenance of park amenities including playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers. Restrooms will be maintained through a separate janitorial contract. If Contractor notices any park amenities that need service or repair, they are to be reported to the Project Manager or his or her representative for corrective action It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

5000-2-1 SERVICE LEVEL A

Contractor will be required to open up restrooms first thing in the morning when they arrive on property Monday – Friday. BBQ's within the parks should be checked twice per week on Mondays and Fridays. Cool coals and debris should be disposed of properly. Contractor will be required to clean the BBQ grills, pressure wash picnic pavilions and playground equipment bi-monthly May – October and monthly November – April. Additional pressure washing will be required on the day before and after a major holiday. Tennis and basketball courts are to be pressure washed every March, June, September, and December.

5000-2-2 SERVICE LEVEL B-F

Contractor will be responsible for providing maintenance to aforementioned amenities on service days.

5000-2-3 CENTRAL PARK FOUNTAIN

The Riverpark Central Park Fountain will be maintained and operated by the City and is not included within the scope of this contract. However, any issues with the fountain identified by the Contractor on designated service days are to be reported to the City immediately.

5000-2-4 CENTRAL PARK WALKING PATH

The Contractor is to spread 160 yards of fibar product in the walking path annually during the month of April. The City will provide the contractor with the fibar materials and the Project Manager or his or her representative will coordinate delivery of the product with the Contractor. Contractor will removal all waste and refill all mutt mitt stations in Riverpark on service days. Mutt mitt stations should be checked before the close of business each Friday so they are ready for the weekend and emptied and restocked first thing Monday morning. The City will provide trash and mutt mitt dog bags to the contractor.

5000-3 ELECTRICAL SYSTEM LIGHTING.

If applicable to the district, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaire, ballast or bulb located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and are not included in this contract. Any electrical hazards should be reported immediately to the Project Manager or his or her representative.

5000-4 WATER AND ELECTRICAL COSTS.

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

5000-5 GRAFFITI

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. Graffiti shall be removed with chemical/pressure washer on all non-painted surfaces. Under no circumstances do we paint over graffiti on sidewalks, curbs/gutter, block walls or pilasters, monument signs or similar items. Graffiti on painted surfaces shall be removed and the area shall be repainted if necessary. Etching shall be sanded until the etching has been removed. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal. Graffiti under 12" x 12" is the responsibility of the contractor and should be removed within 24 hours of notification. The expectation is that the Contractor will utilize maintenance staff that is already on property for the removal of this graffiti and not bring in extra staff for this task.

5000-6 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Proposal. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and

theft may include but are not limited to shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

5000-7 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

5000-8 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each district to determine if there are deficient areas prior to the beginning of services. After the inspection, any noted deficiencies will be corrected prior to handing responsibility over to the contractor for that area. For example, if there are broken sprinkler heads, repairs will be made to correct them and the contractor will be responsible for the maintenance after that correction is complete.

Contractor or representative shall be available to perform regular inspections of the assessment district(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

5000-9 RESPONSE AND INQUIRIES.

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

5000-10 TRAFFIC CONTROL.

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer 15 days prior to the execution of related work. The traffic control plan must be stamped by a licensed engineer unless contractor elects to use a standard control plan from the WATCH Handbook. Plan shall include a detour for pedestrians. If no detour can be safely provided for pedestrians, one crewmember must be assigned flagger duties to safely escort pedestrians. All traffic control equipment must be in good working condition. Flaggers and workers must all wear appropriate personal protective equipment. The City to pay for all traffic control permits.

5000-11 DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.

If applicable to the district, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe. Annually, all fencing on property should be pressure washed in January, to remove any webs, plant material and dirt from the fence.

5000-12 DETENTION BASINS.

Contractor shall maintain the detention basin maintenance protocols outlined in the Riverpark Detention Basin Maintenance SOP. This maintenance is to include that staff are properly trained in basin maintenance protocol outlined by the Project Manager or his or her representative. Staff are to perform inspections at specified times of the year and perform routine maintenance outlined in the Basin Maintenance Protocols.

5000-12-1 TRAINING

All staff are to receive proper training from the Project Manager or his or her representatives before any inspections, and maintenance are performed in Riverpark basins and bio-swales. Training to include proper safety protocols, required PPE, proper emergency response, containment procedures, required OSHA procedures, inspection and maintenance techniques.

5000-12-2 INSPECTIONS

The Contractor shall perform a pre, mid and post-season storm inspection with the Project Manager or his or her representative during the month of October, January and April to evaluate the condition of the detention basins and plan any necessary maintenance. The Contractor will also need to perform an inspection of the basins directly after any storm events of 2" or more to evaluate the condition of the basin and plan any necessary maintenance. The Contractor is to notify the Project Manager or his or her staff if any illicit or unauthorized dumping is noted during inspections or site visits.

5000-12-3 MAINTENANCE

5000-12-3-1 MONTHLY MAINTENANCE

Contractor shall perform monthly irrigation checks to make sure that the irrigation is in proper working order.

5000-12-3-2 QUARTERLY MAINTENANCE

Mowing of the basin may be performed in early spring (March/April) after the last rains and again in late fall (October) if necessary. Mowing height should be 12" or higher to provide for maximum filtration of the storm water. Clippings from mowing basin should be left in place as a mulch layer to provide water retention and additional filtration. Contractor shall remove small areas of sediment build-up.

5000-12-3-2 QUARTERLY MAINTENANCE

During the months of January, March/April and October, the Contractor shall inspect vegetative cover on embankments. Repair any bare spots & remove woody vegetation or invasive plant species on embankment, access and bottom areas. Contractor is to also inspect embankment areas for the presence of any animal burrows & fill in any existing burrows. Maintain inlet & channel flow spreaders. Regular removal of any accumulated litter, branches, rocks or other debris.

Pesticide application is to be kept to a minimum. All pesticides are to be pre-approved through the Project Manager or his or her representatives. The contractor is to trim away any plant material from the fence to mitigate encroachment of plant material between public areas. The bottom flat portion of the basin shall be maintained in a way to promote the presence of healthy and robust vegetation going into the winter rainy season. This will help vegetation growth on the basin floor year-round. Drain inlets and the outlet structure should be cleared of vegetation every fall to ensure that flow restrictions do not occur.

5000-13 NATURE TRAIL.

Contractor shall maintain the designated areas of the Nature Trail quarterly for weed control and tree maintenance. Contractor shall perform monthly irrigation checks to make sure that the irrigation is in proper working order. Inspections for litter and debris removal will be done on designated service days.

5000-14 SOFTWARE.
Contractor will be required to utilize the Cappsure program or any program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

Contractor will be required to use iCentral or any program designated by the Project Manager or his or her representative during the term of the contract for control and monitoring the Riverpark irrigation system.

5000-15 DOG PARK
Contractor will provide maintenance to the Windrow Park Dog Park. Project Manager or his or her representative will post signs with closure days, months and times respectively that should be adhered to. Any deviation from the schedule must be approved by the Project Manager or his or her designee prior to any rescheduling of service and must be provided with at least a 48 hour notice to notify residents.

5000-15-1 WEEKLY MAINTENANCE
The Window Park Dog Park will be closed every Thursday from dawn until 12PM for weekly maintenance. Contractor will mow the turf once per week during the Dog Park Closure hours. Weeds in planter beds and tree wells should be addressed. Administer an irrigation check and repair any deficient irrigation so it is in proper working order. Provide a visual check of fencing and obstacle course equipment and notify the Project Manager or his or her representative of any necessary repairs. The Contractor shall unlock the four public entrance gates after maintenance has been completed.

5000-15-2 MONTHLY MAINTENANCE
Contractor shall fertilize planter beds surrounding the dog park monthly. All fertilizer to be used at the dog park is to be a pet friendly fertilizer that is to be pre-approved by the Project Manager or his or her representative before application.

5000-15-3 QUARTERLY MAINTENANCE
Contractor shall pressure wash all dog park agility stations, concrete entry areas and sidewalk directly outside of the dog park, every January, April, July, and October..

5000-15-4 BI-ANNUAL CLOSURE AND MAINTENANCE
Contractor under the direction of the Project Manager or his or her representative, will close down the dog park for a mandatory rest period per the Service Level selected.

5000-15-4-1 SERVICE LEVEL A
Under the direction of the Project Manager or his or her designee, the Contractor will close down the dog park for a three (3) – four (4) week maintenance period every three (3) months in January, March, June, and September. During this closure, turf shall be treated for weeds using a City approved herbicide. Thatch, aerate, re-seed, top dress and fertilize turf to address turf health and any bare areas. Pressure wash all dog agility equipment and concrete areas during the rest period.

5000-15-4-2 SERVICE LEVEL B
Under the direction of the Project Manager or his or her designee, the Contractor will close down the dog park for a three (3) – four (4) week maintenance period every six (6) months in April and October. During this closure, turf shall be treated for weeds using a City approved herbicide. Thatch, aerate, fertilize and top-dress turf to address turf health and any bare areas. Pressure wash all dog agility equipment and concrete areas during the rest period.

5000-15-4-2 SERVICE LEVEL C
No rest periods. Any thatch, aeration, fertilization and top-dress will be done during the

regular maintenance days. Pressure wash all dog agility equipment and concrete areas during regular maintenance days quarterly.

5000-16 STAFFING EXPECTATIONS

Contractor will be required to meet minimum staffing expectations based on the service level Proposal on and awarded within the contract. Minimum staffing expectations may only be deviated from through written consent by the Project Manager or his or her representative.

5000-16-1 SERVICE LEVEL A

Contractor will be required to have a **minimum** staffing level of one (1) full time irrigation technician and twelve (12) full time maintenance workers, including a crew supervisor, on property for eight (8) hours per day, five (5) days per week, Monday – Friday.

5000-16-2 SERVICE LEVEL B

Contractor will be required to have a full time irrigation technician and crew supervisor on property during service days. Staffing levels should reflect the number of staff needed to complete the services required through this contract.

5000-16-3 SERVICE LEVEL C, D AND F

Contractor will be required to have a crew supervisor on property on service days. Contractor will be required to have an irrigation technician available to address deficiencies within a 24 hour time frame but this person does not need to be on property during service days.

5000-16-4 ADDITIONAL STAFFING AND WEEKENDS

Contractor may be asked to provide additional staffing on weekends, holidays or to address additional needs within the property.

5000-16-4-1 WEEKEND STAFFING

Contractor may be required to provide two (2) maintenance staff on weekends and holidays to deal with issues on property including but not limited to opening of restrooms, trash removal, BBQ pit maintenance, maintenance of picnic shelters, mutt mitt station maintenance, and general property oversight. Contractor would be required to have staff on property from 7AM – 4PM to ensure cleanliness of the picnic structures prior to rental and provide maintenance throughout the day. This will be listed in the Proposal sheet as an additive/deductive item and may be elected to be included in the contract.

5000-16-5 STAFF UNIFORMS

Contractor will be required to provide staff uniforms that are uniquely identify them to the work being done in Riverpark. If the Contractor maintains contracts with the HOAs or business within Riverpark, the Contractor will be required to have their staff wearing different uniforms from those being worn by the contracted staff in Riverpark.

SECTION 6000. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET

6000-1 INSTRUCTIONS FOR USE.

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. All pesticide applications must be made with "Mark-It Blue" fading colorant or "Equal" to confirm proper application of pesticides has been performed. Applications must comply with all state and federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

6000-2 CHEMICALS AND FERTILIZERS.

Contractor, rather than the City, shall apply all chemicals and fertilizers.

6000-3 WEATHER.

Chemical types and applications must be applied based upon the weather conditions.

6000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

6000-5 EXTRA VISITS.

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

6000-6 NUTRIENTS.

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

6000-7 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, ground cover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager or his or her representative for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis.

7000-1 REPORTS

Contractor will be required to check in on Cappsure It and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) and irrigation tech(s) *might* be required to keep the Cappsure It app active on device for the duration of time while on site. The Contractor will be required to provide tree and plant health inspection report monthly in a "Cappsure It" maintenance report for the entire property. Contractor will provide a monthly report detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the Cappsure It inspection report and feedback provided by the Project Manager or his or her representative. Contractor will provide a Cappsure It report on irrigation deficiencies that were discovered, their repair and any additional irrigation tasks that need to be completed on designated service days. Contractor should provide photographs of any repairs or enhancements made to a location within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

8000-1 REFUSE DISPOSAL

Contractor will be required to dispose of all green waste within the Oxnard City limits either through drop off at the Del Norte Transfer Station or through a green waste bin at an agreed upon location in Riverpark. The Contractor may be provided a right of use entry to an agreed upon location for storage of such a bin.

8000-1 INCREASES FOR CONSUMER PRICE INDEX (CPI)

The Contractor will be authorized to include a 2% CPI increase for the second and third year of the contract. The increase calculations will be included in the contract total and detailed in the staff report provided to the City Council for approval.

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 5

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Version 5

Irrigation	Frequency	Level of Service				
		A	B	C	D	F
Inspect and adjust/repair as needed	Daily	X				
	Every two weeks		X			
	Every Third week			X		
	Quarterly				X	
	Respond to complaints					X

Pruning and Trimming Schedule		Frequency	Level of Service				
			A	B	C	D	F
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X				
		Monthly		X	X		
		Quarterly				X	
		Semi-annually					X
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X				
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X			
	Trim as needed to prevent encroachments or hazards				X	X	
	Report encroachments or hazards						X

City of Oxnard
Community Facilities District #5 - Riverpark
Community Playfields at the Rio School District Schools
2500 Vineyard Avenue, Oxnard CA
Ballfield Maintenance

All routine maintenance work shall be performed before and after school and on weekends and holidays
All work after school needs to be coordinated with the after-school programming
Regularly inspect turf, plant material and sports equipment on site and notify project manager of any deficiencies, hazards or issues.
The California School IPM Model Program Guidebook shall be followed
All personnel are required to be "live scanned"
Emergency work can only be performed during school hours with permission of the School administration.
Weed abatement and treatment of hardscape, turf and planters on school site are to be maintained at an "A" service level which is indicated in the contract service level document. This is to be performed either manually or with pesticides, under the direction of the project manager.
Graffiti and/or vandalism is to be reported to the project manager right away. Graffiti smaller than 12"x 12" is to be removed right away and any residue is to be cleaned from surface.
Pesticides need to be recommended by a Licensed Pest Control Advisor and approved by the Project Manager.
Where there is an option between two or more pesticides, the safest pesticide will be used and prior approval is required.
ALL pesticides shall be applied on days when school is not in session and there are no games/practices scheduled.
ALL pesticides shall be scheduled so that the follow-up application lands on days when school is not in session.
Where possible we want to move away from traditional pesticides and explore safer organic options.
Irrigation schedules shall be adjusted to accommodate pesticide applications.
Mow schedule shall be adjusted to accommodate pesticide applications and sports programs.
Painted and chalked lines are to be placed at the project manager's direction.
Irrigation will be inspected and repaired weekly and adjusted weekly to account for changes in weather.
Loose trash shall be picked on school site before each mow service.

Rio del Mar Elementary School Softball Fields

November/December
- Outfield turf
  - Apply pesticide to remove Kikuyu grass from Hybrid Bermudagrass
  - Apply pesticide to remove Poa Annua from Hybrid Bermudagrass
  - Aerify with hollow core tines. Pick up and dispose of cores. Do not mulch cores.
  - Apply a fine dark organic amendment over entire turf area. Apply during Thanksgiving break in school.
  - Apply preventative fungicide to Hybrid Bermudagrass to address brown patch fungus
- Hardscape
  - Apply pesticide to address any weeds in hardscape areas and along fence lines

November/December
- Prep infields
  - Level and add a total of 80 yards of infield mix (Gail Materials Pro Gold Infield Mix-no substitute) as needed to provide adequate drainage to prevent puddling. If infield mix is added it must be tilled in to a depth of 3" to incorporate and prevent "layering" of material.
  - Add 45-60 (50lb) bags of infield conditioner (Gail Materials Playball Premium CC Infield Conditioner or equal) to each field and drag into infield mix. Infield mix must not be dry when dragging. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom or blower will be acceptable.

		Roll infields with vibratory roller to provide consistent compaction. This will need to be performed 3-4 times. Please note, roller to be supplied by the contractor.
		Inspect home plate and replace if needed. Install new home plate to league regulations. Regrade home plate after installation to shed water.
		Re-roll infields with vibratory roller
		Verticut Turf edges to eliminate areas raised from accumulation of infield mix. Apply fine organic amendment to edges after verticutting turf.
		Spray pesticide on infield turf edges to straighten lines
		Apply Ronstar G Herbicide at the recommended rate to control Annual Bluegrass.
	Irrigation	
		Set up irrigation schedules for infield irrigation to water every night after games.
		Set up irrigation schedules for infield irrigation to flood infields on Sundays.
	Facilities	
		Check electrical outlets on backstops at fields 1 and 2 for operation. Breakers are located in electrical enclosure behind concession building. All electrical issues must be reported to the Project Manager immediately. Any repairs will be handled outside of the scope of this contract.
		Check "pipe gates" at entrances to east parking lot for operation and condition of paint. Contractor to paint the gates Safety Yellow every November. Touch up paint as needed, paint supplied by the City. All gate repairs must be reported to the Project Manager immediately. Any repairs will be handled outside the scope of this contract.
		Check backstop fencing, gates and hardware for damage and missing hardware. Report any concerns to the Project Manager or his or her representative. Contractor to also check condition of wood backstops and report any damage to the City. Contractor is to make any necessary repairs to backstops, including replacing and repainting backstops. City is to provide all renovation materials.
January-July		
		Contractor is to monitor the condition of the play fields very closely during the season to avoid irrigation breaks and unsafe conditions that might cause rain-outs. The contractor is to check the fields first thing in the morning during the season for any broken irrigation or hazardous field conditions. If there are holes in the turf, the contractor is to fill the holes with wash plaster sand. If there is water on the infield due to either broken irrigation or rain and the field is salvageable for games, then the contractor is to make every effort to avoid game cancellations. If water is on fields, the contractor is to apply and drag a drying agent, Diamond Pro- Game Saver, or equal to the infield until dry. The contractor is to repair the irrigation right away so that the infield will not be negatively affected from the irrigation break or issue. In general, the contractor is to work closely with project manager when determining if the field is playable for games. Ultimately the project manager will make the determination if the fields will be playable for games.
		Mow every Sunday with reel type mower @ 1/2"-3/4".
		Paint outfield lines/coaches boxes every Monday. Use fold-a-goal spray cans or equivalent. Use whatever means necessary to ensure straight lines.
		Mow every Thursday with reel mower @ 1/2"-3/4" to avoid freshly painted lines.
		Program Musco Field lights to accommodate league use
		Drag infields Tuesday-Saturday. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom, rake or blower will be acceptable.
		Open three gates for league games and practice at 4:30 pm. (See exhibit for locations)
		Prepare infields for games that start in February. Games are scheduled Tuesday-Saturday.
		Be prepared to address wet spots caused by damaged irrigation or irrigation controller malfunctions.
		During the week enter School after the last class is dismissed. Need to coordinate this with the School.
		On Saturdays schedule so that work is completed 30 minutes prior to first game
		Drag infields, chalk foul lines, batters boxes, pitcher circle and other lines needed, set out bases. Alternate locks on gates on the backstop field gates every Monday, to avoid turf damage from repeated wear and

		tear.
		Ensure all trash is removed from site. This includes fence lines, dugouts, turf and spectator areas
		After last game of night:
		Drag infields, store bases, remove trash. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom, rake or blower will do.
		Close and lock three gates.
	Facilities	
		Program Musco field lights to accommodate league games and practices. Lighting program to be approved by the project manager. Monitor lighting and turn off lighting if games are cancelled or end early.
		Open field gates for practices and games at the approved by the project manager. Manage fields so that no one has access after school hours unless approved by the project manager. Close and lock field gates directly after games. Approved field use times will be strictly enforced. Unauthorized teams or individuals practicing on the sports fields, will be asked to wait outside the gates until the approved time.
January		
		Dethatch all turf areas to a depth that does not expose turf but that satisfactorily reaches the thatch layer. Pickup and dispose of all thatch.
February		
		Roll infields with vibratory roller
		Apply Ronstar G Herbicide (or equal), at the recommended rate to control Annual Bluegrass.
March		
		Fertilize with Contec DG 18-9-18 fertilizer, (or equal) at a rate of 1LB AN/1000sf.
Spring Break		
		Leagues do not use the fields for the 9 days from Sunday-the next Monday during Spring Break. Need to check with Schools to schedule this.
		Aerify if needed with hollow core tines. Pick up and dispose of cores. Do not mulch cores. Please provide a one-time price for this service.
		Repair any damaged turf areas
		Repair any low infield areas
		Roll infields with vibratory roller
June-July		
		Roll infields with vibratory roller
		Fertilize all turf areas with slow release sulfur coated urea at a rate of 1LB/1000sf.
	Tournaments	
		Schedule work with project manager who will be the liaison between the leagues and contractor.
		Prep infields for first game of the day only
		After last game of night:
		Drag infields, store bases, remove trash. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom, rake or blower will be acceptable.
July-August		
	Infields	
		Level and add infield mix as needed
		Roll infields with vibratory roller
		Add and drag in infield conditioner
		Verticut Turf edges to eliminate areas raised from accumulation of infield mix
		Spray infield turf edges to straighten lines
	Other areas	
		Repair all worn turf areas in front of dugouts

Repair/repaint infield backstop wood boards
Inspect backstop netting and repair as needed
Check electrical outlets on backstops of fields 1 and 2 then make sure they are turned off at the breaker
Check no parking signs and re-paint on curbs in east parking lot and repair as needed
Fertilize all turf with sulfur coated urea at a rate of 1lb/1000sf.

Rio Vista Middle School baseball Fields

October/November

Outfield/infield turf

PAL Soccer league will be using fields every Saturday and Sunday. Mowing must be scheduled around those playing times. Mowing not to be scheduled during school hours. Mowing to be scheduled Mondays and midweek, the day before striping has been performed.

Contactor will inspect the fields on Mondays and Fridays of each week to make any repairs to turf hazards during the use of the fields. All repairs should be complete prior to next schedule game play and should be reported to the Project Manager or his or her representative.

Apply Ronstar G Herbicide at the recommended rate to control Annual Bluegrass.

November/December

Outfield/infield turf

Aerify turf with ½" hollow coring tines to a 2" depth. Do not mulch cores.
Apply a fine dark organic amendment over entire turf area
Apply preventative fungicide to Hybrid Bermuda grass to address brown patch fungus
Apply pesticide to remove Poa annua from Common Bermuda grass/Perennial Ryegrass
Apply pesticide to remove Poa annua from Hybrid Bermuda grass
Apply pesticide to remove Kikuyu grass from common Bermuda grass/Perennial Ryegrass
Apply pesticide to remove Kikuyu grass from Hybrid Bermuda grass
Apply pesticide to address any weeds in hardscape areas and along fence lines

Hardscape

Apply pesticide to address any weeds in hardscape areas and along fence lines

Prep infields

Level and add 30 yards of infield mix (Gail Materials Pro Gold Infield Mix-no substitute) to provide adequate drainage to prevent puddling. If infield mix is added it must be tilled in to a depth of 3" to incorporate and prevent "layering" of material.

Add 15-30 (50lb) bags of infield conditioner (Gail Materials Playball Premium CC Infield Conditioner or equivalent) per field and drag into infield mix. Infield mix must not be dry when dragging. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom or blower will be acceptable.

Roll infields with vibratory roller to provide consistent compaction. This will need to be performed 3-4 times.

Verticut Turf edges to eliminate areas raised from accumulation of infield mix and apply fine dark organic amendment over verticut areas.

Spray pesticide on infield turf edges to straighten lines

Irrigation

Set up irrigation schedules for infield irrigation to water every night after games
Set up irrigation schedules for infield irrigation to flood infields on Sundays
Adjust all irrigation for proper coverage

Facilities

Check electrical outlets on backstops at fields 1 and 2 for operation. Breakers are located in electrical enclosure behind concession building. All electrical issues must be reported to the Project Manager immediately. Any repairs will be handled outside of the scope of this contract.

	Check "pipe gates" at entrances to east parking lot for operation and condition of paint. Repair as necessary. Contractor to paint the gates Safety Yellow every November. Touch up paint as needed, paint supplied by the City. All gate repairs must be reported to the Project Manager immediately. Any repairs will be handled outside the scope of this contract.
January-July	
	Contractor is to monitor the condition of the play fields very closely during the season to avoid irrigation breaks and unsafe conditions that might cause rain-outs. The contractor is to check the fields first thing in the morning during the season for any broken irrigation or hazardous field conditions. If there are holes in the turf, the contractor is to fill the holes with wash plaster sand. If there is water on the infield due to either broken irrigation or rain and the field is salvageable for games, then the contractor is to make every effort to avoid game cancellations. If water is on fields, the contractor is to apply and drag a drying agent, Diamond Pro- Game Saver, or equal to the infield until dry. The contractor is to repair the irrigation right away so that the infield will not be negatively affected from the irrigation break or issue. In general, the contractor is to work closely with project manager when determining if the field is playable for games. Ultimately the project manager will make the determination if the fields will be playable for games.
	Mow every Sunday with reel type mower @ 1/2"-3/4".
	Paint outfield lines/coaches boxes every Monday. Use fold-a-goal spray cans or equivalent. Use whatever means necessary to ensure straight lines.
	Mow every Wednesday with reel mower @ 1/2"-3/4" avoiding painted lines.
	Program Musco Field lights to accommodate league use
	At the end of each game, the contractor is to broom off any loose clay from the pitcher's mound and repair holes or loose areas with packing clay. This mound is to be watered in and covered at the end of the night.
	Drag infields Tuesday-Saturday. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom, rake or blower will be acceptable.
	Open three gates for league games and practice at 5:30 pm. (See exhibit for locations) Approved field use times will be strictly enforced. Unauthorized teams or individuals practicing on the sports fields, will be asked to wait outside the gates until the approved time.
	Prepare infields for games that start in February. Games are scheduled Tuesday-Saturday.
	Be prepared to address wet spots caused by damaged irrigation or irrigation controller malfunctions.
	During the week enter School after the last class is dismissed. Need to coordinate this with the Project Manager.
	On Saturdays schedule so that work is completed 30 minutes prior to first game
	Drag infields, chalk foul lines, batters boxes, pitcher circle and other lines needed, set out bases. Alternate locks on gates on the backstop field gates every Monday, to avoid turf damage from repeated wear and tear.
	Ensure all trash is removed from site. This includes fence lines, dugouts, turf and spectator areas
	After last game of night:
	Drag infields, store bases, remove trash. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom, rake or blower will do.
	Close and lock three gates and turn off field lights
January	
	Dethatch all turf areas to a depth that does not expose turf but that satisfactorily reaches the thatch layer. Pickup and dispose of all thatch.
	Fertilize all turf with Turf Supreme (or equal), at rate of 1lb AN/1000sf.
February	
	Roll infields with vibratory roller
	Apply Ronstar G Herbicide at the recommended rate to control Annual Bluegrass.
Spring Break	
	Leagues do not use the fields for the 9 days from Sunday-the next Monday during Spring Break. Need to check with Schools to schedule this.

Aerify infield/outfield turf with ½" hollow coring tines. Tines are to be set to a 2" depth. Cores to be mulched.

Fertilize infield turf with Contec DG 18-9-18 fertilizer (or equal), at a rate of 1LB AN/1000sf.

Fertilize outfield turf with Turf Supreme (or equal), at rate of 1lb AN/1000sf.

Repair any damaged turf areas

Repair any low infield areas

Roll infields with vibratory roller

Contractor is to perform maintenance renovation to pitcher's mounds by striping top layer of infield mix and packing clay to be added anywhere the front slope and table top are low. To help keep the shape of the mound, the rest of the mound is to be scratched up with a cultivator and fresh infield mix and conditioner is to be added and packed in with a vibrating plate until fit for play.

May

Fertilize with Contec DG 18-9-18 fertilizer (or equal), at a rate of 1LB AN/1000sf.

June-July

Roll infields with vibratory roller

Tournaments

Schedule work with Leagues

Open and close for league

Program Musco Lighting system for league games and practices.

Prep infields for first game of the day only

After last game of night:

Drag infields, store bases, remove trash. Any infield material or conditioner that gets on the surrounding turf must be physically removed the same day. Use of a broom, rake or blower will be acceptable.

July-August

Infields

Level and add infield mix as needed

Contractor is to perform maintenance renovation to pitcher's mounds by striping top layer of infield mix and packing clay to be added anywhere the front slope and table top are low. To help keep the shape of the mound, the rest of the mound is to be scratched up with a cultivator and fresh infield mix and conditioner is to be added and packed in with a vibrating plate until fit for play.

Roll infields with vibratory roller

Add and drag in infield conditioner

Verticut Turf edges to eliminate areas raised from accumulation of infield mix

Spray infield turf edges to straighten lines

Infield turf

Verticut and core aerify using 1/2" coring tines. Tines to be set at a 2" depth. Cores are not to be mulched.

Remove cores and apply #60 silver sand to fill in holes and level turf.

Apply a balanced fertilizer at the rate of 1/2lb AN/1000sf.

Adjust irrigation times.

Other areas

Core aerify using 1/2" coring tines. Tines to be set at a 2" depth. Cores are not to be mulched.

Repair all worn turf areas.

Repair/repaint infield backstop wood boards

Inspect backstop netting and repair as needed

Check electrical outlets on backstops of fields 1 and 2 then make sure they are turned off at the breaker

Check no parking signs and re-paint on curbs in east parking lot and repair as needed

All irrigation parts related to regular, routine maintenance activities will be supplied by the City and installed by the Contractor. Major irrigation work, not considered regular, routine maintenance is outside

the scope of this contract, however the contractor must report any issues to the Project Manager immediately.

Outfields and T-ball field shall be over-seeded with perennial rye and topped with a fine organic matter. New seed is to be watered in to allow seeds to germinate
Apply a balanced fertilizer to the outfields at the rate of 1/2lb AN/1000sf.

Agreement No. A-8171

RATES AND COSTS EXHIBIT

Location	Monthly Cost	Contract Total
Landscaping - Year 1 (Nov 2019-Oct 2020)		
Riverpark CFD	$ 56,500	$ 678,000
Riverpark Ballfields	$ 18,000	$ 216,000
Windrow Dog Park	$ 500	$ 6,000
Nature Trail	$ 480	$ 5,760
Future Landscaping	$ 500	$ 6,000
North Detention Basin (Quarterly Service)	$ 2,200	$ 26,400
South Detention Basin (Quarterly Service)	$ 2,500	$ 30,000
Landscaping - Year 2 (Nov 2020- October 2021) 2% CPI		
Riverpark CFD	$ 57,630	$ 691,560
Riverpark Ballfields	$ 18,360	$ 220,320
Windrow Dog Park	$ 510	$ 6,120
Nature Trail	$ 490	$ 5,875
Future Landscaping	$ 510	$ 6,120
North Detention Basin (Quarterly Service)	$ 2,244	$ 26,928
South Detention Basin (Quarterly Service)	$ 2,550	$ 30,600
Landscaping - Year 3 (Nov 2021- Nov 5, 2022) 2% CPI		
Riverpark CFD	$ 58,783	$ 705,391
Riverpark Ballfields	$ 18,727	$ 224,726
Windrow Dog Park	$ 520	$ 6,242
Nature Trail	$ 500	$ 5,998
Future Landscaping	$ 520	$ 6,242
North Detention Basin (Quarterly Service)	$ 2,289	$ 27,467
South Detention Basin (Quarterly Service)	$ 5,100	$ 61,200
One-Time Projects		
Turf Rehabilitation - Parkways	$ 106,000	$ 106,000
Turf Rehabilitation - Central Park	$ 15,514	$ 15,514
Turf Rehabilitation - Gateway Park	$ 5,971	$ 5,971
Grand Total	**$ 376,898**	**$ 3,120,435**

BID PACKET

CITY OF
OXNARD
CALIFORNIA

FOR

LANDSCAPE MAINTENANCE OF RIVERPARK COMMUNITY FACILITIES DISTRICT
BID SPECIFICATION SD 20-17
DUE SEPTEMBER 17, 2019 @ 2:00PM

Submitted by: Tenley Garcia

Contractor's Name: Garcia's Landscaping Maintenance Inc.

Address: 2101 Hughes Dr.

City: Oxnard State: CA Zip Code: 93033

Contact Person: Tenley Garcia Phone: 805-479-0168

Email: garciasbiz@gmail.com Date: 9-16-19

BID FOR MAINTENANCE OF RIVERPARK COMMUNITY FACILITIES DISTRICT

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Riverpark Community Facilities District ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

2. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Proposal, or to refrain from Bidding. The Bidder has not directly or indirectly sought by agreement, communication, or conference with anyone to fix the Proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or its breakdown or contents, or divulged information or data relative to that Proposal price, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent of such entities, to effectuate a collusive or sham Proposal and has not paid and will not pay any person or entity for such purpose.

3. The bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:	Addendum:	Date Received:
#01	9-10-19	#03	9-10-19	#05	9-10-19
#02	9-10-19	#04	9-10-19	#06	9-10-19

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on September 16, 2019 [date], at Oxnard [city], California [state].

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc

Signature: [signature] Title: Secretary

Print: Tenley Garcia Date: 9-16-19

CITY OF OXNARD PROPOSAL SHEETS FOR MAINTENANCE OF RIVERPARK COMMNITY FACILITIES DISTRICT BID SPECIFICATION SD 20-17

Only areas with dollar signs ($) should be completed for calculation.

	MONTHLY SERVICE LEVELS					
Location	**A Level of Service[1]**	**B Level of Service[1]**	**C Level of Service[1]**	**D Level of Service[1]**	**F Level of Service[1]**	**Total of All Service Levels Proposal[2]**
Riverpark CFD	$56,500	$ 10,975	$ 6,100	$ 3,500	$ 2,500	$79,575.-
Riverpark Ballfields	$ 18,000					$18,000.-
Windrow Park Dog Park	$ 500	$ 300	$ 100			$ 900.-
Nature Trail (Additional areas noted on Map)	$ 480	$ 240	$ 150			$ 870.-
Future Landscaping (Xanadu Way and Kings Canyon Dr. to Owens River Dr. Map pages 2-4)	$ 500	$ 350	$ 200			$ 1050.-

ADDITIVE/DEDUCTIVE SECTIONS

This section is reflective of those areas that are still currently under the maintenance of the developer. These areas may be released to the City within the life of this contract and a change order will be issued to include the new area into the contract.

Location	**A Level of Service[1]**	**B Level of Service[1]**	**C Level of Service[1]**	**D Level of Service[1]**	**F Level of Service[1]**	**Total of All Service Levels Proposal[2]**
North Detention Basin	$ 3600	$ 3100	$ 2800	$ 2500	$ 2200	$ 14,200
South Detention Basin	$ 5100	$ 4800	$ 2900	$ 2800	$ 2500	$ 18,100
Weekend Staff Supplemental (Flat rate per day for two staff 7AM – 4PM)	$ 1040.-					1,040.-
Turf Rehabilitation -Parkways 264,821 (total parkway sq. ft.) Estimated 40% of the parkway turf is taken over with kikuyu weed. Reseed with tall fescue seed, about 106,000 sq. ft. of bare area total.	$ 106,000.-					106,000.-
Turf Rehabilitation - Central Park 15,514 sq. ft. treated for kikuyu weeds and broadleaf Reseeded with Tall fescue and topped with fine dark organic matter.	$ 15,514.-					15,514.-
Turf Rehabilitation - Gateway Park 5,971sq. ft. area that will need to be reseeded with tall fescue and topped with fine dark organic matter due to heat stress and weeds.	$ 5,971.-					5,971.-

[1]Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

[2]The Bid will be awarded to the overall lowest bid for the Monthly Services section of the bid sheet. Each line of the bid sheet will be totaled across and down to provide one grand total by which the bid will be awarded.

Bidder's Name (Company): Garcia's Landscaping Maint Inc. Date: 9-16-19

Print: Tenley Garcia Signature: [illegible] Title: Secretary

Small Local Business Purchasing Preference Program

The City of Oxnard offers a small local business purchasing preference in accordance with City Code section 4-2. If you wish to be considered, please answer the following:

1. Has Contractor held a current City business license for at least 36 months immediately preceding submittal of its bid?

   Select one: (YES) NO

2. Has Contractor maintained its principal business office* for at least 36 months immediately preceding its bid submittal within the City's geographic boundaries?

   Select one: (YES) NO

3. Has Contractor's average annual gross receipts been $20,000,000 or less over the 36 months immediately preceding submittal of its bid?

   Select one: (YES) NO

4. Does Contractor employ fewer than 100 employees?

   Select one: (YES) NO

If you answered "NO" to any of the above questions, you do not qualify for the small local business purchasing preference program and can stop filling out this sheet. You do not need to turn it in. If you answered "YES" to all of the above questions, please continue answering the questions below.

5. Are at least 50% of Contractor's employees Oxnard residents and have they been Oxnard residents for at least 90 days prior to submission of the bid?

   Select one: (YES) NO

6. Does the Contractor intend to hire employees or to subcontract?

   Select one: (YES) NO

If you answered "NO" to question 5, but answered "YES" to question 6, please sign below under penalty of perjury if you agree:

> "The Contractor has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the Contractor's bid, all of whom have subcontracted with or will subcontract with the Contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard."

The City may audit Contractor and its Subcontractors for adherence to this statement.

Name: Tenley Garcia Date: 9-17-19

Signature: [signature] Title: Secretary

* A "principal business office" is defined as the place where: 1) the principal officers or owners generally transact business; 2) to which reports are made; 3) from which orders and payments are made; and 4) which the business represents to government authorities as its principal office or principal place of business.

Agreement No. A-8171

INSURANCE EXHIBIT

Agreement No. A-8171

Exhibit INS-D

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (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

2. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

3. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

4. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim

administration and defense expenses.

6. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

9/19

Agreement No. A-8171

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
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

SAMPLE

Agreement No. A-8171

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 9/19 INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ **per accident, for bodily injury and property damage.**

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
Telephone: ( )____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Agreement No. A-8171

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.

Agreement No. **A-8171**

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.

Agreement No. A-8171

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$16.19 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

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

Agreement No. **A-8171**

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.

Agreement No. **A-8171**

SCHEDULE OF SERVICES EXHIBIT

Location	**Service Level**	**Schedule of Service**
Landscaping		
Riverpark CFD	A	5 days per wk
Riverpark Ballfields	A	5 days per wk
Windrow Dog Park	A	5 days per wk
Nature Trail	A	5 days per wk
Future Landscaping	A	5 days per wk
North Detention Basin (Quarterly Service)	F	Once per Qtr
South Detention Basin (Quarterly Service)	F	Once per Qtr
One-Time Projects		
Turf Rehabilitation - Parkways	N/A	Project completion within 3 months of initiation of contract
Turf Rehabilitation - Central Park	N/A	
Turf Rehabilitation - Gateway Park	N/A	
Grand Total		

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10.

DATE: November 5, 2019

TO: City Council

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

SUBJECT: Approval of Second Amendment to Trade Services Agreement 8446-18-PW with U.S. Peroxide, LLC.

RECOMMENDATION

That the City Council approve and authorize the Mayor to execute a Second Amendment to Agreement 8446-18-PW with USP Technologies, Inc. to increase the amount by $754,950 for a new total Agreement value of $947,232 through June 30, 2022, to control sulfide at the headworks and clarifiers of the Oxnard Wastewater Treatment Plant. (The Public Works and Transportation Committee approved 3-0)

BACKGROUND

In 2015, the Public Works Department Wastewater Division (Wastewater) applied magnesium hydroxide at Lift Station 6 to control hydrogen sulfide and related odors in the downstream Redwood Trunk Sewer Main, in response to increased complaints in the Via Marina neighborhood and around Lift Station 29. The magnesium hydroxide system application successfully reduced odors in the Via Marina area and at Lift Station 29, but did not provide odor control benefits further downstream or at the Oxnard Wastewater Treatment Plant (OWTP).

As a result of continuing odor complaints further downstream of Lift Station 29 and at the OWTP, Wastewater staff investigated alternative technologies that may prove to be more effective than magnesium hydroxide. Based on research and discussions with other communities, Wastewater studied the application of ferrous chloride, which only USP Technologies (USP) offered as a solution. Wastewater decided to conduct a short and limited proof of concept pilot study. The goal of this short term pilot study was to determine whether ferrous chloride is potentially more effective at reducing odors than magnesium hydroxide.

On December 5, 2018, the City entered into an agreement with USP for an odor control pilot study at Lift Station 6, located on Wooley Road and the Edison Canal. The initial pilot study commenced in January 2019. The contract value was $42,282.

The results of this initial study were very promising, proving that the addition of ferrous chloride could minimize odors throughout the Redwood Trunk sewer system and at the OWTP. Based on these results, a First Amendment was executed on July 9, 2018. The contract value was increased to $192,282 and extended to June 30, 2020 for further data collection and analysis.

DISCUSSION

While very promising at reducing hydrogen sulfide and related odors in the system, additional testing and data are required to validate the initial findings and optimize the application. The Second Amendment will increase the value of the odor control portion of the contract to $750,000 and extend the schedule to June 30, 2022. The total amended value

of the contract, including the second amendment, will be $947,232.

In this next phase, testing will be conducted over a number of seasons and years (2020-2022) to track performance under changing conditions. Additionally, potential negative side effects will also be evaluated such as deposition and corrosion to existing infrastructure such as lift station pumps and pipes. Results of this testing will be evaluated monthly and will form the basis of an overall odor control and chemical optimization program.

This Second Amendment to the Agreement will add additional funding, time, an updated schedule and scope to the Agreement to gather the additional technical data needed to meet the long term goals of the program.

Finally, as a second part of this Amendment, a new scope of work is proposed to demonstrate a proof-of-concept at the Headworks location of the OWTP. A one week trial is intended to efficiently oxidize spent ferrous sulfide delivered from the collection system for the purpose of replacing much of the cost of the existing ferric chloride feed to the Headworks location.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Funding for both the continued odor control program and the proof-of-concept demonstration are available in the FY 2019-20 Wastewater Collection Operating Collection System Maintenance and Upgrades Professional Contract (Account no. 611-6103-842-8209) to cover the estimated FY2019-20 cost of $254,950 for these services. The estimated annual cost of $250,000 for future fiscal years FY2020-21 and FY2021-22 will be included in the respective budget of each fiscal year.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on October 8, 2019 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jan Hauser, Wastewater Division Manager

ATTACHMENTS

1. Agreement 8446-18-PW Second Amendment
2. Agreement No. 8446-18-PW First Amendment (FINAL)
3. Agreement No. 8446-18-PW (FINAL)

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Second Amendment ("Second Amendment") to the trade services agreement ("Agreement") No. 8446-18-PW 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 U.S. Peroxide, LLC ("Vendor"). This Second Amendment amends the Agreement entered into on December 5, 2018, by City and Vendor. The Agreement previously has been amended on July 9, 2019, by a First Amendment.

City and Vendor agree as follows:

1. In Section 3 of the Cover Page (Services), the following service is hereby added: "Hydrogen Peroxide Proof-of-Concept Demonstration for Headworks Sulfide Control And Ferric Chloride Replacement at the City of Oxnard Wastewater Treatment Plant."

2. In Section 5 of the Cover Page of the Agreement (Agreement Ending Date), "June 30, 2020," is replaced with "June 30, 2022."

3. In Section 6 of the Cover Page of the Agreement (Total Agreement Amount), "192,282.00," is replaced with "947,232.00."

4. The "Scope of Services Exhibit" is amended as follows:

   In Section 3, fourth paragraph, the last sentence is deleted and replaced with:

   "The total cost of the demonstration is estimated to be "942,282.00."

5. The Scope of Services Exhibit is hereby supplemented with "Scope of Services – Supplemental Exhibit."

6. "Appendix A: USP Technologies Program Management," is hereby added to the Agreement, following The "Scope of Services – Supplemental Exhibit."

7. The "Rates and Costs Exhibit" is hereby amended as follows:

   The figure, "$192,282," in the second sentence, is hereby replaced with the figure "$942,282."; and

   "Program Pricing for Hydrogen Peroxide Proof-of-Concept Demonstration" is added as a new section header, followed below this header by:

   "This proposal will be a fixed price volume demonstration, with all equipment, service, installation, monitoring, optimization and summary reporting included. full-service, delivered price will be a one-time charge of $4,950.00."; and

   "The total cost of the Agreement is $947,232.00."

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

[Signatures on next page]

Agreement No. 8446-18-PW

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

_____ 9-16-19
Stephen M. Fischer, City Attorney (always required) Date

_____

U.S. PEROXIDE, LLC

_____ 10/1/19
Thomas Siller[2], General Manager Date

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

[2] The City requires the following for any contract:
- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Agreement No. 8446-18-PW

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") No. 8446-18-PW is made and entered into in the County of Ventura, State of California, this 9th day of July, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and U.S. Peroxide, LLC ("Vendor"). This First Amendment amends the Agreement entered into on December 5, 2018, by City and Vendor.

City and Vendor agree as follows:

1. In Section 4 of the Cover Page of the Agreement (Schedule of Services), "180 calendar days," is replaced with, "365 calendar days."

2. In Section 5 of the Cover Page of the Agreement (Agreement Ending Date), "June 5, 2019," is replaced with,"June 30, 2020."

3. In Section 6 of the Cover Page of the Agreement (Total Agreement Amount), "$42,282.00," is replaced with "$192,282.00."

4. Section 5 of the Agreement (Most Favored Nation) is deleted and replaced with:

"Vendor warrants that the prices charged City for the Goods or Services are and shall be no greater than prices charged to similarly situated customers for similar quantities and applications of Goods or Services of similar kind and quality in every respect. If Seller reduces its prices it charges to all customers (whether by general price decrease, generally applied discounts or rebates or similar methods) for the Goods or Services during the term of this Agreement, Seller shall immediately reduce the applicable Purchase Price payable by City accordingly."

5. In Section 15(a) of the Agreement (Hold Harmless, Defense and Indemnity), the last sentence:

"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."

Is deleted and replaced with:

"Any and all indemnification obligations imposed upon Vendor are limited to the extent of those damages proportionately caused by Vendor's, or its agents', subcontractors' or employees', breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Vendor liable for any damages caused by

negligence, misuse or misapplication of goods by others, except for Vendor's agents, subcontractors or employees"

6. The "Scope of Services Exhibit" is amended as follows:

   In Section 3 (Scope of Treatment Performance Monitoring), second paragraph, last sentence, "(150) days," is replaced with "(365) days."; and

   In Section 3, fourth paragraph, the last sentence is deleted and replaced with:

   "The total cost of the demonstration is estimated to be "$192,282."

7. The "Rates and Costs Exhibit" is amended as follows:

   The "Program Cost" paragraph is deleted and replaced with the following:

   "The unit cost of $1.80/gallon shall remain unchanged through the term of the agreement. The estimated total cost for the demonstration is approximately $192,282."

   The table is deleted.

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

[Signatures on next page]

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

CITY OF OXNARD

7/9/2019

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

U.S. PEROXIDE, LLC

6/6/19

Thomas Siller, General Manager Date

APPROVED AS TO FORM:

6/13/19

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

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

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: December 5, 2018

(2) Vendor: US Peroxide, LLC

(3) Services: Odor Control Program, Ferrous Chloride Demonstration Project

(4) Schedule of Services: The Services must be completed within 180 calendar days of the Agreement Start Date listed above.

(5) Agreement Ending Date: June 5, 2019

(6) Total Agreement Amount: $42,282.00

(7) City's Project Manager: Ray Trevino, Collections Supervisor

(8) Vendor's Project Manager: Michael Collins, Manager

(9) Insurance Coverage: INS-A

(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:

FOR VENDOR:

1375 Peachtree Street NE, Suite 300N
Atlanta, GA 30309
Attn: Michael Collins,

FOR CITY:

300 W. Third Street, 3rd Floor
Oxnard, CA 93030
Attn: Ray Trevino, Collections Supervisor

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

mcollins@usptechnologies.com

CITY'S PROJECT MANAGER:

ray.trevino@oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

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

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subVendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subVendors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subVendors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subVendors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subVendors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subVendors upon a request by the State Auditor and/or City.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or

in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

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.

The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

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.

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.

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.

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.

This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this

Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Vendor. Vendor is and shall at all times remain, as to City, a wholly independent Vendor. 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 Vendor 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 subVendors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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.

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.

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.

If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subVendor who will perform Services, Vendor shall be responsible for such subVendor's compliance with this Section.

22. Vendor's Representations. Vendor represents, covenants and guarantees that: a) Vendor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Vendor's full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

29. Applicable Law; Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

30. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

36. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in

the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

41. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

12-12-18

☐ Tim Flynn, Mayor[2] Date
☐ Alexander Nguyen, City Manager
☒ Lisa Boerner, Purchasing Manager
☐ [name], Buyer

U.S. PEROXIDE, LLC[1]

12/10/2018

Andrew Nangano, LLC Manager Date

12/10/2018

Christian Williamson, LLC Manager Date

APPROVED AS TO FORM:

12/3/18

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

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

- For a corporation, the signatures of the Board President, CEO or Vice President **and** of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; 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.

[2] The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCOPE OF SERVICES EXHIBIT

Scope of Work

Vendor shall provide the following services and equipment:

1. Services
   - Project management (Project Manager will overse project sampling, inventory, scheduling, track deliverables and deadlines)
   - Supply of all chemicals: 32% ferrous chloride
   - Installation, startup and ongoing maintenance of equipment such as pumps, tubbing and piping
   - Inventory and delivery management (ACS controller)
   - One (1) Dose (7,000 gallons) of 32% ferrous chloride, response testing and feed rate optimization
   - Detailed sampling plan (deliverable)
   - All necessary sampling (liquid and vapor) labor and instrumentation
   - Pilot Study reporting and documentation, including draft and final project report, will be delivered through Word/Excel format (deliverable).
   - Safety training as needed
   - Emergency/spill response
   - Obtain all necessary permits

2. Lift Station 6-Ferrous ($FeCl_2$) Tank and Feed System Services
   - One (1) 7,000 gallon double-walled tank
   - Fully integrated Advanced Dosing Controller System
   - Fully integrated tank level indicator / site monitoring system
   - All necessary interconnecting tubing and piping
   - Ancillary system components as needed
   - Site preparation to install equipment
   - Equipment installation

3. Scope of Treatment Performance Monitoring

Treatment performance monitoring for the pilot demonstration will be conducted at four (4) identified locations along the Redwood Trunk sewer main line as follows: 1) Hemlock Trunk Sewer main line at Lift Station #29 Wetwell; 2) Redwood Trunk Sewer main line at Ventura Road; 3) Redwood Trunk Sewer main line at Redwood St.; and, 4) Redwood Trunk Sewer main line at man hole (MH) #AAA01. Vapor phase monitoring will be continuous throughout the study. Aqueous sulfide loading data shall be collected to establish the actual ferrous chloride performance.

This demonstration project will be conducted over a ninety (90)-day period starting from the time of initial chemical addition (i.e. equipment installation and start-up shall not be included in the 90-day testing period). Depending on the results of the demonstration period, the City may extend the testing program to one-hundred and fifty (150) days upon completion of the demonstration.

The Vendor shall keep premises and surrounding areas free from accumulation of waste and rubbish materials caused by operations under contract. Upon completion of the work, the Vendor shall remove waste materials, rubbish, the Vendor's tools, construction equipment, machinery and surplus materials.

Based on the objectives in the Scope of Services above, the demonstration project will be conducted in three (3) phases. Based on estimates of the chemical quantities necessary to achieve the defined performance objectives, the table below shows the total cost for the demonstration. The total cost is $42,282, which is equivalent to approximately six (6) truckloads of ferrous chloride.

Equipment drawings and specifications have been submitted for CUPA review.

Phase 0 (Establishment of Baseline Performance)

Baseline the sulfide loading profile / characterization Redwood trunk Interceptor (downstream) as currently treated. Compare with past data for seasonal behavior. During the week preceding startup of ferrous chloride, two days of sampling for aqueous sulfide will be conducted at four established sampling points on the Redwood Trunk Interceptor as described in **Table 1**[3]. Vapor phase H_2S data will be collected at all four sites for a minimum of five days prior to the start of the ferrous chloride feed (with magnesium hydroxide feed as baseline)

Phase 1 (Cost Comparison of Equivalent Vapor Phase Performance)

Day 1 – 30: Establish proof-of-concept for controlling dissolved sulfide at the Redwood trunk Interceptor influent using 32% ferrous chloride and determine daily ferrous chloride dosing curve to maintain vapor phase performance equivalent to treatment with magnesium hydroxide in baseline. During this phase, one day of sampling for aqueous sulfide will be conducted each week at the four established sampling points on the Redwood Trunk Interceptor as described in **Table 2**. Vapor phase H_2S data will be collected at all four sites on a continuous basis during this phase of the demonstration.

Phase 2 (Performance Comparison Vapor Phase Performance at Equivalent Cost)

Day 31 – 60: Establish proof-of-performance in excess of the baseline with ferrous chloride at equal cost to current treatment with magnesium hydroxide. During this phase, one day of sampling for aqueous sulfide will be conducted each week at the four established sampling points on the Redwood Trunk Interceptor as described in **Table 3**. Vapor phase H_2S data will be collected at all four sites on a continuous basis during this phase of the demonstration.

Phase 3 (Establish Cost of Complete Treatment)

Day: 61 – 90: Establish ferrous chloride demand and cost for treatment of the sulfide loading over the full length of the trunk sewer. During this phase, one day of sampling for aqueous sulfide will be conducted each week at the four established sampling points on the Redwood Trunk Interceptor as described in **Table 4**. Vapor phase H_2S data will be collected at all four sites on a continuous basis during this phase of the demonstration.

[3] Tables can be found in the Schedule of Services Exhibit, pages 23-24.

RATES AND COSTS EXHIBIT

Program Cost

Based on estimates of chemical demand necessary to achieve these performance metrics, the table below estimates the total cost for the demonstration. The estimated total cost for the demonstration is approximately $42,000, and is equivalent to approximately six (6) truck loads of ferrous chloride. Iron dosage profiles will be changed weekly following data collection to maximize optimization of treatment performance

Treatment Rationale Phase	Avg Usage (gallons/day)	Unit Price ($/Gal)	Total Gallons	# of days	Avg Cost ($/ day)	Total Cost ($) for 30 days
Phase 1: Equal performance v. $Mg(OH)_2$	78	$1.80	78 x 30 = 2,340	30	$140.40	$4,212.00
Phase 2: Equal Cost v. $Mg(OH)_2$	135	$1.80	135 x 30 = 4,050	30	$243.00	$7,290.00
Phase 3: Full Length of Trunk Sewer	570	$1.80	570 x 30 = 17,100	30	$1,026.00	$30,780.00
			Total Gallons Ferrous Chemical $FeCl_2$ 24,490		**Total Demonstration Cost**	**$42,282.00**

INSURANCE EXHIBIT (INS. A)

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office automobile liability coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of $1,000,000, with neither Consultant nor listed subconsultants having less than $500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that the Consultant/insurer use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

ACORD CERTIFICATE OF INSURANCE

(MM/DD/YY) ISSUE DATE

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 & VENDOR'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** 1. Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits ❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY
❒ COMPREHENSIVE GENERAL LIABILITY
❒ OWNERS & VENDORS PROTECTIVE

❒ Claims Made
Retroactive Date _____
❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____
Address: _____
_____
Telephone: (_____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: (____) _____ Date Signed: _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY
❒ BUSINESS AUTO POLICY
❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 11/18

INS-A.dc

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 Vendor executing a service contract with the City for which the City will pay the Vendor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service Vendor 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 Vendors: (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 Vendor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

42. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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.

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.

In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

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

SCHEDULE OF SERVICES EXHIBIT

TABLE 1

Phase 0: Establishment of Baseline Performance (with MgOH feed at baseline dose)

Aqueous Sampling x 2 days

	Aqueous Sample Collection (pH, T, TS, DS)	Vapor H_2S Concentration
Monitoring Location	# of samples/day	Monitored Duration
Lift Station #29 Wetwell	6	Continuous, 5+ Days
Ventura Rd	6	Continuous, 5+ Days
Redwood St	6	Continuous, 5+ Days
Manhole #AAA01	6	Continuous, 5+ Days

TABLE 2

Phase 1: Cost Comparison of Equivalent Vapor Phase Performance (30 Days)

Aqueous Sampling x 1 day/week (4 days total)

	Aqueous Sample Collection (pH, T, TS, DS)	Vapor H_2S Concentration
Monitoring Location	# of samples/day	Monitored Duration
Lift Station #29 Wetwell	6	Continuous
Ventura Rd	6	Continuous
Redwood St	6	Continuous
Manhole # AAA01	6	Continuous

TABLE 3

Phase 2: Performance Comparison Vapor Phase Performance at Equivalent Cost (30 Days)

Aqueous Sampling x 1 day/week (4 days total)

	Aqueous Sample Collection (pH, T, TS, DS)	Vapor H_2S Concentration
Monitoring Location	# of samples/day	Monitored Duration
Lift Station #29 Wetwell	6	Continuous
Ventura Rd	6	Continuous
Redwood St	6	Continuous
Manhole # AAA01	6	Continuous

TABLE 4

Phase 3: Establish Cost of Complete Treatment (30 Days)

Aqueous Sampling x 1 day/week (4 days total)

	Aqueous Sample Collection (pH, T, TS, DS)	**Vapor H_2S Concentration**
Monitoring Location	# of samples/day	Monitored Duration
Lift Station #29 Wetwell	6	Continuous
Ventura Rd	6	Continuous
Redwood St	6	Continuous
Manhole #AAA01	6	Continuous

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.1.

DATE: November 5, 2019

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Public Hearing for Issuance of Exempt Facility Bonds for a Qualified Residential Rental Project for The Holiday Manor Apartments. (5/10/5)

RECOMMENDATION

That the City Council:
1. Hold a public hearing regarding the issuance by the California Statewide Communities Development Authority of up to $68,000,000 of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 to finance or refinance the acquisition, rehabilitation and development of a 252-unit multi-family rental housing project located at 1924 and 1928 Camino Del Sol, 1805 and 1915 San Gorgonio, and 100 and 320 North Rose Avenue, Oxnard, California (known as The Holiday Manor Apartments); and
2. Adopt a resolution approving the issuance of bonds.

BACKGROUND

Holiday Manor Apartments is a privately-owned 252-unit multifamily rental housing project at 1924 and 1928 Camino Del Sol, 1805 and 1915 San Gorgonio, and 100 and 320 North Rose Avenue, Oxnard, California. Holiday Manor Apartments, L.P., a partnership of which Spira Equity Partners (the "Developer) is the general partner, is presenting an application to the California Statewide Communities Development Authority (CSCDA) for a bond issuance to finance or refinance the acquisition, rehabilitation, and development of a project to modernize and rehabilitate the residential units and the common areas of the apartment complex ("the Project"). The Borrower has requested that the CSCDA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed $68,000,000 of Exempt Facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986.

DISCUSSION

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Oxnard must conduct a public hearing under the Tax Equity Fiscal Responsibility Act (the "TEFRA Hearing") providing members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to the TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The California Statewide Communities Development Authority (CSCDA) was created in 1988 pursuant to California's Joint Exercise of Powers Act to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects. Currently, more than 500 cities, counties and special districts have become Program Participants to CSCDA, which serves as their conduit issuer and provides access to an efficient mechanism to finance locally-approved projects.

Outside of holding the TEFRA hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

The bond financing will permit Holiday Manor Apartments to modernize and rehabilitate the apartment complex, including common areas and the 252 individual apartments, which are occupied by low and extremely-low income families. The apartments are over forty years old and in need of rehabilitation.

The Developer advises that no existing tenant families will be displaced during the rehabilitation work or as a consequence of the issuance of the Bonds. The work in the apartment units will be staged building-by-building so as to minimize inconvenience to the tenant families. The work inside the buildings will be scheduled such as to result in an "in-place" rehabilitation project, with no overnight tenant relocation required.

The Developer further advises that it has surveyed the incomes of the existing tenant households, and that all qualify to meet the income limits for Low-Income Housing Tax Credit eligibility, and does not anticipate any households being deemed ineligible to continue to reside in the apartment complex.

STRATEGIC PRIORITIES

This agenda item is presented under the City Council Strategic Priorities of Quality of Life and Economic Development. Completion of this project will improve the existing apartment complex and provide a visible upgrade to the neighborhood.

FINANCIAL IMPACT

There is no financial impact to the City in connection with the City Council's adoption of a resolution approving the issuance of the bonds by the CSCDA. There are no costs associated with participation in the CSCDA, and the City will not bear any responsibility for the tax-exempt status of the interest on the Bonds, the debt service on the Bonds or any other matter related to the Bonds.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Karl Lawson, Compliance Services Manager

ATTACHMENTS

1. TEFRA RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE ISSUANCE BY THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OF EXEMPT FACILITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE HOLIDAY MANOR APARTMENTS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized pursuant to the provisions of California Government Code Section 6500 et seq. and the terms of an Amended and Restated Joint Exercise of Powers Agreement, dated as of June 1, 1988 (the "Agreement"), among certain local agencies throughout the State of California, including the City of Oxnard (the "City"), to issue revenue bonds in accordance with Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code for the purpose of financing multifamily rental housing projects; and

WHEREAS, Holiday Manor Apartments, LP or a partnership of which Spira Equity Partners (the "Developer") or a related person to the Developer is the general partner, has requested that the Authority adopt a plan of financing providing for the issuance of exempt facility bonds for a qualified residential rental project pursuant to Section 142(a)(7) of the Internal Revenue Code of 1986 (the "Code") in one or more series issued from time to time, including bonds issued to refund such exempt facility bonds in one or more series from time to time, and at no time to exceed $68,000,000 in outstanding aggregate principal amount (the "Bonds"), to finance or refinance the acquisition, rehabilitation and development of a 252-unit multifamily rental housing project located at 1924 and 1928 Camino Del Sol, 1805 and 1915 San Gorgonio, and 100 and 320 North Rose Avenue, Oxnard, California (the "Project"); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, private activity bonds are required to be approved by the "applicable elected representative" of the governmental units on whose behalf such bonds are expected to be issued and by a governmental unit having jurisdiction over the entire area in which any facility financed by such bonds is to be located, after a public hearing held following reasonable public notice; and

WHEREAS, the members of this City Council (this "City Council") are the applicable elected representatives of the City; and

WHEREAS, there has been published, at least 7 days prior to the date hereof, in a newspaper of general circulation within the City, a notice that a public hearing regarding the Bonds would be held on a date specified in such notice; and

WHEREAS, such public hearing was conducted on such date, at which time an opportunity was provided to interested parties to present arguments both for and against the issuance of the Bonds; and

WHEREAS, the Authority is also requesting that the City Council approve the issuance of any refunding bonds hereafter issued by the Authority for the purpose of refinancing the Bonds which financed the Project (the "Refunding Bonds"), but only in such cases where federal tax laws would not require additional consideration or approval by the City Council; and

WHEREAS, it is intended that this resolution shall constitute the approval of the issuance of the Bonds required by Section 147(f) of the Code and Section 9 of the Agreement;

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

Section 1. The above recitals are true and correct.

Section 2. The City Council hereby approves the issuance of the Bonds and the Refunding Bonds by the Authority. It is the purpose and intent of the City Council that this resolution constitutes approval of the Bonds for the purposes of (a) Section 147(f) of the Code and (b) Section 9 of the Agreement.

Section 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 4. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation, installation or operation of the Project; (iii) make any contribution or advance any funds whatsoever

to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 5. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 6. The City Clerk shall forward a certified copy of this Resolution and a copy of the affidavit of publication of the hearing notice to Borrower's bond counsel: Justin Cooper, Orrick, Herrington and Sutcliffe, LLP, 405 Howard Street, San Francisco CA 94105.

Section 7. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Oxnard at a regular meeting of said Council held on the 5th day of November, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM

_____
Michelle Ascencion, City Clerk

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.2.

DATE: November 5, 2019

TO: City Council

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

SUBJECT: Planning and Zoning Permit No. 19-580-04 - Zoning Text Amendment to Create Regulations for Short Term Rentals, to include recommendations of the City Council Housing and Economic Development Committee (HEDC). (10/30/20)

RECOMMENDATION

That the City Council:
1. Receive a report regarding the regulations for Short Term Rentals;
2. Open a public hearing;
3. Determine the zoning text amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15061 and 15305 of Title 14, Division 6, Chapter 3 of the California Code of Regulations;
4. Introduce by title only and waive further reading of the following Ordinances by title only approving the following amendments to Chapters 7 (Nuisances), 16 (Zoning Code) and 17 (Coastal Zoning) of the Oxnard City Code:
   a. Chapter 7: modify Section 7-56 (Civil Fines: Amounts) to establish fine amounts for violations;
   b. Chapter 16: add Article XI to Chapter 16 regarding short-term rentals; add Subsection (19) to Section 16-21 (B) to the Residential Single-Family Zone and amend Section 16-148, Table 16-148 of the Downtown Code, add short-term rentals as an allowed, by right residential use in the DT-E, DT-G and DT-C zones subject to Article XI of Chapter 16;
   c. Chapter 17: add Section 17-53 to Chapter 17 in Article IV regarding short term rentals and amend Chapter 17 of the Oxnard City Code by adding Subsection (B) (10) to Section 17-10; R-B-1, Single-Family Beach, Sub-Zone; Subsection (B) (10) to Section 17-11. R-W-1, Single-Family Water-Oriented, Sub-Zone; Subsection (B) (10) to Section 17-12. R-W-2, Townhouse Water-Oriented, Sub-Zone; Subsection (B) (10) Section 17-13; R-2-C, Coastal Multiple-Family, Sub-Zone; Subsection (B) (10) to Section 17-14; R-3-C, Coastal Medium Density Multiple-Family, Subsection (B) (3) to Section 17-15; CPC, Coastal Planned Community Sub-Zone; and Subsection (B) (9) to Section 17-25; R-BF, Beachfront Residential, Sub-Zone regarding allowing short-term rental units subject to Section 17.53;
   d. Incorporate the following revisions to the proposed ordinances: (1) include a 100' separation between STRs, (2) add a 5% cap to the R-BF zone, (3) limit annual rental days to 100, (4) require property manager/owner to be within 25 miles of the STR, (5) prohibit outdoor amplified music during quiet hours, (6) include parking limitations on STR advertisements, and (7) increase fines as noted; and
5. Set the Ordinances for a second reading and adoption at the City Council meeting of November 19, 2019.

BACKGROUND

Executive Summary: *Given the feedback from the community, the Planning Commission and the City Council Housing and Economic Development Committee, staff is recommending the following provisions: (1) include a 100' separation between STRs, (2) add a 5% cap to the R-BF zone, (3) limit annual rental days to 100, (4) require property manager/owner to be within 25 miles of the STR, (5) prohibit outdoor amplified music during quiet hours, (6) include parking limitations on STR advertisements, (7) increase fines as noted, and (8) prohibit STRs in the Colony.*

Two Ninth Circuit cases indicate that an STR ban such as that adopted by Santa Monica does not violate the federal First Amendment, dormant Commerce Clause or Communications Decency Act, the two cases do not provide any legal authority under state law or state regulations for a California coastal city to ban STRs.

Right now, there is only one recent published California decision regarding STRs -- Greenfield v. Mandalay Shores Community Association (2018) 21 Cal. App. 5th 896. That case stated: "The decision to ban or regulate STRs must be made by the City and Coastal Commission, not a homeowners association." (Id. at 901-902.)

The City has been engaging the community regarding permitting and regulations for Short Term Rentals (STRs) for more than three years. The public outreach efforts during this time period include:

- March 2016, the City conducted an online community survey that contained a series of questions designed to receive public input on STRs.
- August 16, 2016, staff conducted a community workshop to summarize the March survey results and secure feedback from the community on specific STR related regulations and questions.
- November 3, 2016, the Planning Commission conducted a study session to receive input on specific STR regulations.
- June 1, 2017, the Planning Commission conducted a public hearing and specifically addressed STRs, questions raised at the November 3, 2016 meeting, and the STR processing guidelines. No clear policy direction was communicated.
- February 26, 2019, the Housing and Economic Development Committee (HEDC) met to discuss policy questions and provided the following comments: 1. Consider allowing STRs only in designated geographic areas; 2. Consider the California Coastal Commission's position on STRs; and 3. Direct staff to prepare recommendations based on best practices for City Council.
- March 25, 2019, City Council held a special meeting and received public input and provided direction to staff. Council indicated three key areas for the staff to report back on when drafting a STR ordinance: 1. Enforcement; 2. Limiting the number of STRs, and 3. How to address and permit existing STRs.
- July 9, 2019, the HEDC met to discuss the draft ordinance with a focus on proposed changes to the ordinance, including the maximum number of days per year a residence could be used as a STR, the required minimum number of nights per rental, and the establishment of a cap on the number of STRs by neighborhood.
- August 1, 2019, the Planning Commission held a public hearing on the draft ordinance and recommended approval with modifications. Those recommendations were taken back to the HEDC and are covered in the discussion below.
- September 24, 2019, the HEDC, with Councilmember Lopez absent, received a summary report on the Planning Commission recommendations and provided input on the recommendations. The input is summarized in the discussion below.

ANALYSIS/DISCUSSION

The proposed ordinances establish a comprehensive set of operating requirements and performance standards for STRs. STRs include both vacation rentals and homeshares; both are defined as dwellings that are rented for a period less than 30 days. However, a homeshare must be the owner's primary residence and the owner must be present in the dwelling while it is being rented. Owners of vacation rentals need not be present when renting out the dwelling.

There will be two separate STR ordinances. The non-coastal ordinance will be placed in Chapter 16-Zoning Code (Attachment 2) and the coastal ordinance in Chapter 17-Coastal Zoning (Attachment 3). A third ordinance makes modifications to civil fine established within Chapter 7-Nuisances (Attachment 1).

Subject to specific permitting requirements, short-term rentals will be allowed in the following zones:

Non-Coastal Zones	

Residential Single -family	R-1
Multi-family	R-2
Garden Apartment	R-3
High Rise Residential	R-4
Downtown Edge	DT-E
Downtown General	DT-G
Downtown Core	DT-C
Coastal Zones	
Single-family Beach	R-B-1
Single-family Water-oriented	R-W-1
Townhouse Water-oriented	R-W-2
Coastal Multiple-family	R-2-C
Coastal Medium Density Multiple-family	R-3-C
Coastal Planned Community	C-P-C

Planning Commission and HEDC Recommendations

The following table summarizes the HEDC's position as stated at the September 24th meeting regarding each recommendation.

	Staff Recommendation July 9, 2019	HEDC Outcome July 9, 2019	Planning Commission Recommendation August 1, 2019	HEDC Recommendation Sept. 24, 2019
1.	No separation required between STRs.	Analyze 300' & 500' separation requirement.	300' separation between STRs.	Provide analysis of 100' and 200' separation between STRs.
2.	No cap to the number of STRs.	5% cap per General Plan neighborhood	5% cap in R-BF zone (in addition to a 5% cap per General Plan neighborhood).	Supported the Planning Commission's Recommendation.
3.	No limit to the number of nights a STR can be rented.	2 committee members supported the 180-day annual cap per year, 1 committee member did not.	100-day annual cap per year (instead of 180-day cap).	One Council member expressed support, one Council member did not support, and the third Council member was absent from the HEDC meeting.
4.	Property manager to be within 40 miles.	This was not discussed.	Distance of property manager/owner (25 miles).	Supported the Planning Commission's Recommendation.
5.	No outdoor amplified music during quiet hours.	This was not discussed.	No outdoor amplified music.	No outdoor amplified music during quiet hours; otherwise the existing sound regulations apply (OCC Section 7-185).
6.	Parking required based on bedroom count included. Aligned with OCC.	This was not discussed.	Prohibit STRs from using on-street parking.	Support requiring specific number of on-site parking spaces and requirement to include the number of on-site spaces in advertisements and contracts.

7.	Fines to conform to existing civil fines in the OCC.	This was not discussed.	Higher escalating fines.	Supported the Planning Commission's Recommendation.

The HEDC also added a recommendation to include the Planned Development Community known as the Colony at Mandalay Beach to the list of units that are not eligible for STR permits.

Focus of Planning Commission and HEDC Discussion

The following regulations have been the focus of discussions at various public meetings:

1. STR Separation requirement,
2. Limiting the number of allowed STRs in the City: a.) 5% cap in the R-BF zone, and b.) Prohibition of STRs in the Colony, and
3. Establish a maximum time a property could be utilized as a STR (100 or 180 days).

Separation Analysis

Staff did not recommend a separation between STRs to the HEDC in July; however, the Planning Commission asked that staff analyze a separation requirement between STRs so that an overconcentration of STRs would not occur. The HEDC at their September 24, 2019 meeting recommended the analysis be expanded to include a 100 and 200-foot separation analysis.

An analysis was completed for the four neighborhoods in the Coastal Zone and for RiverPark. The analysis included a 100 foot radius and then intervals of 50 feet up to 250 feet. Attachment 4 is a table of the results. The total number of units by separation distance and under perfectly spaced conditions is provided. Since conditions will rarely result in perfectly spaced STRs, the total number of STRs would most likely be 50-60% of the number shown in this column. The total number of units by 5% cap is also provided. The analysis is based on the separation requirement first, then the 5% cap.

The ordinance is worded so that the separation requirement is applied first when analyzing an application and then the 5% cap is applied. With a 200 or 250-foot separation distance, none of the neighborhoods would ever reach the 5% cap number. With a 150-foot separation, Oxnard Shores and Channel Islands would be limited by the 5% cap, however, the Dunes and Hollywood by the Sea would not reach the 5% cap number. At a 100-foot separation, all of the neighborhoods would be limited by the 5% cap number. As previously reported, the total number of STRs citywide is estimated to be 243 with 95% or more of the 243 in the coastal zone. The 5% cap number would be the limiting factor to the total number of STRs and the coastal zone would be allowed 206 STRs. Implementing a separation requirement that is too restrictive would result in a reduction in STRs below a 5% cap.

5% Cap on the Number of STRs

Section 16-662 and 17-53(D) of the draft ordinances includes a 5% cap per General Plan neighborhood (Attachment 2). The Planning Commission recommended that a section be added to Section 17-53 requiring a further limitation of 5% cap specifically to the R-BF zone and at their September 24th meeting, the HEDC concurred with this recommended. The R-BF zone consists of the properties that lie between the ocean and the first public road (Attachment 6). The zone is made up of 93 existing single-family homes and 14 vacant lots. Of the 93 single-family homes, 16 are currently operating an STR, which is 17% of the existing units or 15% of all lots zoned R-BF. By comparison, Oxnard Shores neighborhood, as defined in the General Plan, currently has 3.2% of the properties operating an STR. These properties, with their proximity to the beach, are the most popular properties for STRs.

At the current concentration of 17% in the R-BF zone, this is approximately one STR per every five lots. With the proposal for a 5% cap, there could be one STR per every 20 lots. Adoption of the 5% cap specifically to the R-BF zone

would reduce the total number of STRs allowed in the zone to 5 STRs - which is a 69% reduction of existing STRs in the zone.

STRs in the Colony at Mandalay Beach

The application of the STR ordinance to the Colony was discussed by both the Planning Commission and the HEDC. There are 440 residential units in the Colony. If the Colony is removed from the Oxnard Shores neighborhood, the existing percentage of STRs would be 4% within the Oxnard Shores neighborhood.

A representative from the Colony spoke at the HEDC meeting and requested STRs be removed from consideration within the Oxnard Shores. The spokesperson indicated the Oxnard Shores community felt the City should not allow STRs in the Colony based on the 1989 Settlement Agreement reached when the Colony was approved as part of a Planned Development. The Chief Assistant City Attorney advised the Planning Commission that the Settlement Agreement was related to the subdivision of the area and did not address STRs. The Chief Assistant City Attorney also advised the Planning Commission that a recent legal ruling (*Greenfield v. Mandalay Shores Community Association* (2018) 21 Cal.App.5th 896) determined that private CC&Rs cannot be used to prohibit STRs and only the City and the Coastal Commission have the ability to regulate STRs.

The Planning Commission did not recommend prohibiting STRs in the Colony; however, the HEDC at their September 24th meeting did recommend a prohibition.

The City Council has the ability, if desired, to exclude STRs from being allowed at The Colony based upon factors unique to this development. As part of a larger planned development next to the beach, visitor-serving beach access was included by providing land for a hotel and public parks. In recognition of the adjoining hotel use, The Colony's covenants, conditions, and restrictions include language that specifically prohibits the rental of the units for transient or hotel purposes for less than 30 days. The Colony itself consists of 440 units with gated access and private streets. The units are all attached with some townhome-style units, 4 unit stacked buildings, and 8 unit stacked buildings. All the unit types share common walls; however, in many case, the units also share common floors and ceilings. The units were built between 1985 and 1987 when noise attenuation standards in the building code were not as stringent as in buildings constructed today. This combination of circumstances creates a unique situation that gives the City Council the ability to exclude units within The Colony from being converted to STRs.

Maximum Number of Rental Days

Nuisance response plans and operational standards are the best practices to protect neighborhood character and address negative behaviors associated with STRs, but some cities establish a maximum rental period as an extra step to protect neighborhood character. Goleta established a 183-day limit and Pismo Beach established a 182-day limit. Staff did not, on July 9th, recommend to the HEDC a maximum number of rentals per calendar year.

The HEDC discussed the issue at their July 9th meeting but did not reach consensus on whether the 180-day limit should be included. Two Committee members suggested the 180-day limit be included in the ordinance while one did not feel a limit was necessary. Although the HEDC did not agree on a 180-day limit (vs. no limit), all three Committee members agreed that the effect any proposed limit has on the STR market should be reviewed after a determined period of time. Staff recommended the limit be reviewed in 18 to 24 months to provide enough data points to analyze the effects of a 180-day limit.

Consistent with direction given by the HEDC on July 9th, staff drafted the ordinances with a maximum of 180 rental days per calendar year. The Planning Commission recommended that the 180 days be reduced to 100 days per year. The Planning Commission discussed the issue and, based on a recent Coastal Commission approval of a 100-day limit for Del Mar and public comment, recommended that the City's proposed 180-day limit be reduced to a 100-day limit.

At their September 24th meeting, the HEDC did not reach consensus on this issue with one member recommending 100

days, while one member suggested their may not be agreement on this but didn't suggest a specific alternative number of days, and a third member was absent.

Staff attended a Coastal Commission STR workshop on July 12, 2019. At the July 12th workshop, the Coastal Commission stated its concern that cities with STR ordinances limiting the number of days a STR can be rented are not providing adequate visitor serving accommodations. Coastal Commission staff indicated that any Local Coastal Plan update must provide data to show that adequate visitor serving accommodations such as hotels, campgrounds, and STRs are available.

Staff has modified the ordinance to reflect the 100-day limit. This change may result in further delay in implementing the ordinance because the Coastal Commission may make recommended modifications that would increase this 100-day limit and the ordinance would need to return to the City Council for a decision to accept or refute the Coastal Commission's recommendations. The Local Coastal Plan amendment (Coastal STR Ordinance) has to be approved by the Coastal Commission before it could go into effect.

The following is a summary of the remaining operational, penalty and fee provisions of the STR regulations before the City Council for adoption.

Operational Standards

- Sets overnight occupancy limits at two persons per bedroom plus two others, up to a maximum of 10 persons in vacation rentals and 5 persons in homestays.
- Establishes a maximum number of persons allowed on the property at any time. Cannot exceed the maximum overnight occupancy plus 6 additional persons.
- Establishes quiet hours from 10:00 pm. to 7:00 a.m. No outdoor amplified music/sound will be allowed during quiet hours.
- No one other than the renters are allowed on site during quiet hours.
- Requires the submittal of a nuisance response plan. Nuisance response plan must include name, address and telephone number of the person or persons who will be available to promptly respond to a nuisance complaint. The property owner must correct the problem within thirty minutes, or within fifteen minutes during the quiet hours between 10:00 p.m. and 7:00 a.m. after the complaint is first received.
- The primary occupant must be 21 years or older.
- Establishes on-site parking requirements: 1.) 1 space for vacation rentals in studio or one bedroom, 2.) 2 spaces for vacation rentals/homeshares with 2 to 4 bedrooms, and 3.) 3 spaces for vacation rentals/homeshares with 5 bedrooms.
- Permitted garages and driveway on the property must be unobstructed and made available for renter parking.
- Prohibits on-site events.
- Requires the provision of adequate waste collection facilities and requires waste collection schedule and information about recycling to be included in rental agreement and posted inside rental unit.

Enforcement and Penalties

- Specifies property management and complaint response requirements.
- Reiterates California Penal Code Section 148.5 regarding filing false reports.
- Three or more verified and valid complaints of any violation within a 12-month period are grounds for permit revocation.

Enforcement actions are intended to quickly remedy situations that are causing nuisance issues for the neighborhood in which the STR is permitted. These best practices include high fines, prosecution as a misdemeanor or both. The fines are cumulative for each violation and for each day the violation continues. They also include very little room for repeated offenses before permits are suspended or revoked. The proposed ordinance incorporates these best practices.

Enforcement of the ordinance is proposed to begin with a contract compliance company, the cost of which will be incorporated into the permit fees. There are a number of compliance companies that are able to monitor non-compliance, violations and complaints for a flat, contracted amount regardless of the number of enforcement calls. These companies offer 24-hour hotlines, have dedicated staff who scan the internet for listing and who begin to build enforcement cases where it is deemed necessary. These enforcement cases are then handed over to code compliance or the City Attorney for citations and enforcement. Additionally, the ordinance requires the STR owner to pay for any code enforcement costs. A Request for Proposal was released on October 23, 2019 and responses are due on November 22, 2019. Staff anticipates bringing this contract to City Council in January 2020. As the City further limits the number of STRs to be allowed, it may be more difficult to raise the permit revenue to cover these enforcement costs.

Violations include any deviation from the proposed ordinances. Each violation is considered a separate offense and each day that a violation continues is also a separate offense. Currently, violations can be prosecuted as a misdemeanor subject to a fine of $1,000 per violation or six months in jail or both. Based on direction from the HEDC Committee, the proposed ordinance now establishes progressive fines of $1,000 for first violation, $2,000 for second violation and $3,000 for third violation. A $5,000 fine will be established for property owners operating an STR without a City permit. Additionally, the STR owner must pay the City for any monies unlawfully obtained, the cost of abating the violation, the cost of investigation, and attorney fees.

Permits and Fees

- Temporary and annual STR permit fees are yet to be determined. STR permits are intended to be "full cost recovery" permits. It is estimated that STR permits would require up to 10 hours of staff time per permit to process (up to 4 hours of Planning staff time, 1 hour of Planning administrative staff time, 3 hours of code enforcement staff time, and up to 2 hours of Police staff time). The required inspections may need to be conducted by a contract inspection company. Additionally, the annual compliance company contract costs would also be added to the permit costs.
- Allows vacation rentals and homeshares with a STR Permit, which must be obtained annually.
- STRs must maintain a valid City business license and timely pay annual business taxes.
- STR permits are to be conditioned to obtain and maintain a City Transient Occupancy Tax (TOT) certificate and make timely City TOT payments.
- Requires a notice of permit issuance to be sent to all property owners and occupants within 300 feet of a registered STR. Appeals allowed only for denials, suspensions and permit revocation.
- Establishes a hearing officer appeal process for denials, suspensions and permit revocation.

Health and Safety

- Requires a pre-permitting inspection to ensure the unit meets health, safety, and parking standards.
- Allows inspection and monitoring to ensure continued operation of the homeshare or vacation rental in compliance with regulations.

In addition to the initial pre-permitting inspection, the Oxnard City Code will require, with reasonable advance notice, that City staff be given access to the dwelling and site during the term of the permit to ensure that the STR continues to operate in compliance with the Oxnard City Code. Ongoing monitoring would include a contracted compliance company that will track the number of complaints received or calls for service for each STR property during the term of the permit. This information will then be taken into consideration during the annual renewal process and, if necessary, the revocation process.

Owner Requirements and Limitations

- Establishes a minimum 3-day stay for a rental contract at a vacation rental in the coastal zone.

- Establishes ownership requirements and limitations: 1.) Only property owners can obtain a STR permit, 2.) STR permits expire upon a change of ownership, and 3.) Only one STR within the City per owner.
- Vacation rentals must have one or two designated property managers, one of whom must be available at all times and within 25 miles of the property. A property owner can serve as one of the property managers.
- Each rental agreement shall include the following information:

1. Permitted occupancy and guest limits for both day and night,
2. Notification of quiet hours,
3. Notification that no outdoor amplified music or sound is allowed during quiet hours,
4. Notification the property cannot be used for events,
5. Notification of available on-site parking spaces and notification advising renters they must park on-site,
6. Waste collection schedule and tenant's responsibilities regarding waste collection, and
7. Notice that fireworks are illegal in the City of Oxnard.

- Posting of sign inside the unit with the following information: 1.) Name and contact information for designated property manager and telephone number at which a person can be reached at all times, 2.) Waste collection schedule and information about recycling, and 3.) Notification that the property owner, renter and occupants are subject to criminal citation and fines, civil penalties and/or permit revocation for violations of occupancy limits, noise standards and other operational standards.

A recent code enforcement symposium on STRs indicated that cities that have established regulations requiring STRs to post a sign with contact information outside the property have observed an increase in property crimes against those properties. The signs serve as indicators to a criminal element that the property does not have a permanent resident and would be considered an easier target. Therefore, staff has removed a previously proposed regulation to require the posting of a sign on the exterior of an STR building. The nuisance response plan and required notification will be sufficient to give the neighbors recourse to resolving any issues that may arise.

- Identifies ineligible dwellings (e.g. affordable, caretaker, and farmworker units, accessory dwelling units, mobile homes located within a mobile home park, tents, recreational vehicles, boats, buildings without a valid building permit, and other specific areas made exempt by the ordinance).

Existing STRs-Draft Processing Guidelines

Staff has outlined STR Processing Guidelines for processing STR applications (See Attachment 9). Any property owner wishing to operate an STR will have to apply for an STR permit and, provided they meet all the regulations, they would be permitted subject to the cap established by ordinances.

Initial California Coastal Commission Feedback

On June 12, 2019, staff sent the draft coastal ordinance to the Coastal Commission staff for review and comment. Staff also attended the Coastal Commission's STR workshop on July 12, 2019. The Coastal Commission has been clear that the City will need to provide data to support the proposed percentage cap and the 100-day limit. However, in other jurisdictions Coastal Commission staff supported a 180-day limit on STRs and as noted previously a 100-day limit in Del Mar. At the July 12th workshop, the Coastal Commission stated that there is concern that STR ordinances are not providing adequate, quality, visitor serving accommodations. Any Local Coastal Plan update must provide data to show that adequate, quality, visitor serving accommodations are available. The accommodations may include quality hotels, camp grounds, and STRs.

Homesharing Only (Santa Monica Model)

Opponents of STRs in Oxnard have pointed to two Ninth Circuit Court of Appeal cases decided in 2019 as the legal basis for banning STRs, despite the direction from the Coastal Commission indicating that STRs should be allowed within the

Coastal Zone. Both cases involved challenges to Santa Monica's regulations banning STRs in specific zones.

As background, in 2015, Santa Monica adopted an ordinance prohibiting STRs in residential zones, while still authorizing homestays in the residential zones. In 2017, Santa Monica amended their regulations to prohibit companies from providing and collecting a fee for booking services for unlicensed STRs.

Homeaway.com and Airbnb challenged the ordinance on a number of grounds, but did not include the Coastal Commission as a party to the litigation. After the district court dismissed the lawsuit, the Ninth Circuit affirmed the district court's dismissal of the case on March 13, 2019, indicating that Homeaway.com and Airbnb had failed to state a claim under the federal Communications Decency Act or the federal First Amendment. (*HomeAway.com v. City of Santa Monica*, 918 F.3d 676 (9th Cir. 2019).) In its decision, the three-judge panel specifically did not address whether Santa Monica's STR regulations violated the California Coastal Act or other provisions of state law.

On October 3, 2019, the same three-judge panel of the Ninth Circuit dismissed another lawsuit challenging Santa Monica's STR prohibition. (*Rosenblatt v. City of Santa Monica*, 2019 U.S. App. LEXIS 29689.) In this case, the court ruled that the STR ban did not discriminate against interstate commerce (an alleged violation of the federal dormant Commerce Clause). Once again, the Coastal Commission was not a party to the litigation and the decision did not address whether Santa Monica's STR regulations violated the California Coastal Act or other provisions of state law.

While these two Ninth Circuit cases indicate that an STR ban such as that adopted by Santa Monica does not violate the federal First Amendment, dormant Commerce Clause or Communications Decency Act, the two cases do not provide any legal authority under state law or state regulations for a California coastal city to ban STRs.

Right now, there is only one recent published California decision regarding STRs -- *Greenfield v. Mandalay Shores Community Association* (2018) 21 Cal. App. 5th 896. That case stated: "The decision to ban or regulate STRs must be made by the City and Coastal Commission, not a homeowners association." (Id. at 901-902.)

Public Communications Received Since the HEDC's Meeting of September 24, 2019

The HEDC last reviewed the STR ordinances on September 24, 2019. Since that point in time, and before the publication of this staff report, staff has received correspondence from members of the public (Attachment 8). Staff will organize and transmit any additional correspondence received after the publication of this report to the City Council via the City Clerk's Office. These correspondences would also be available to members of the public.

ENVIRONMENTAL IMPACT

In accordance with the California Public Resources Code Sections 21000 et seq. and State California Environmental Quality Act (CEQA) Guidelines (Sections 15000 et seq.), Planning staff have determined that the proposed zoning text amendment is exempt from CEQA pursuant to Sections 15061 and 15305 of Title 14, Division 6, Chapter 3 of the California Code of Regulations (Attachment 7).

STRATEGIC PRIORITIES

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

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

Objective 1e. Develop a rental inspection program.

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 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.

FINANCIAL IMPACT

The City will not receive revenues from newly permitted STRs within the Coastal Zone until the Coastal Commission approves the new STR regulations within the Coastal Zone (Oxnard City Code Section 17-53) pursuant a Coastal Development Permit. The proposed STR regulations outside of the Coastal Zone (adding Article XI to Chapter 16 of the Oxnard City Code) would become effective 30 days after the City Council adopts the ordinance.

Once the recommended STR ordinances received final approval, the ordinances would raise revenue for the General Fund in four different ways:

1. Short-term rental permit (annual): Staff is currently completing a cost analysis to determine the fee amount required to fully recover the cost of administering the STR program. Since the STR permit fee would be limited to cost recovery, this revenue source would have no net impact on the General Fund. It should be noted that as the City implements provisions to limit STRs, it will be more challenging to ensure sufficient funding from fees will be in place to ensure adequate enforcement of these regulations. Staff will return to Council with a fee structure that reflects the final approved regulations.

2. Progressive fines for misdemeanor violations: Ideally, the City will not need to assess any fines because all STR owners will comply with the ordinance. To the extent they do not, however, the progressive fines could generate noticeable new revenue for the General Fund. For example, with a cap of 206 STRs in the Coastal Zone; and if only 5% of those STRs incur two fines per year, then annually the General Fund revenue would increase by $30,900 (.05 * 206 * ($1,000 + $2,000)). There will, however, be costs associated with these enforcement actions.

3. Business tax revenue: With the cap in the Coastal Zone of 206 STRs and a business license tax of approximately $300.00 per year, the General Fund would receive $61,800 annually for STRs in the Coastal Zone if 206 STRs were permitted within the Coastal Zone. The City would also receive a business license tax for STRs located outside of the Coastal Zone.

4. Transient Occupancy Tax revenue: There are many variables in estimating new TOT revenue to be paid by STRs. The following example is not a projection, but merely an illustration of how to estimate revenue under any given set of assumptions. Assuming 206 STRs in the Coastal Zone, 100 days per year rental, an average rental price of $350.00 per night, the current TOT tax rate of 10% then the General Fund revenue from STRs in the Coastal Zone would be:

$721,000.00. (206 STR's * 100 days rented * $350/day * 10% T.O.T. rate = $721,000). The amount of revenue generated will fluctuate significantly per year based on the variables including (but not limited to) the number of STRs that are actually permitted within the Coastal Zone and within other areas of the City.

The FY 2019-20 Adopted Budget does not assume any General Fund revenue from these sources. If approved, these new revenues will be added to the next General Fund forecast.

COMMITTEE OUTCOME

This item is a public hearing and was heard by the Planning Commission and presented to the Housing and Economic Development Committee (HEDC). The recommendations of both the Planning Commission and HEDC are fully elaborated in this report.

Prepared by: Paul McClaren, Associate Planner

ATTACHMENTS

1. CH 7 - Fines Ordinance 10-1-19
2. CH 16 - Short Term Rental Ordinance 10-1-19
3. CH 17 - Short Term Rental Ordinance - Coastal 10-1-19
4. Spatial Analysis of the Coastal Zone
5. General Plan Neighborhood map
6. R-BF Zone Map
7. Notice of Exemption
8. Correspondence
9. STR Processing Guidelines
10. STR Ordinance PPT CC 11.05.19

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE CHAPTER 7, ARTICLE III, SECTION 7-56 TO ESTABLISH FINES FOR VIOLATION OF SHORT TERM RENTAL REGULATIONS

WHEREAS, the City of Oxnard intends to adopt regulations on fines for Homestays and Short-Term Rental Units ("STRs"); and

WHEREAS, on March 2016, the City conducted an online community survey that contained a series of questions designed to receive public input on STRs; and

WHEREAS, on August 16, 2016, staff held a duly noticed public Community Workshop to summarize the March survey results and secure feedback from the community on specific STR related regulations and questions; and

WHEREAS, on November 3, 2016, the Planning Commission of the City of Oxnard (the "Planning Commission") held a duly noticed study session to receive input on specific STR regulations; and

WHEREAS, on June 1, 2017, the Planning Commission conducted a duly noticed public hearing and specifically addressed STRs, questions raised at the November 3, 2016 meeting, and the STR processing guidelines; and

WHEREAS, on February 26, 2019, the City Council's Housing and Economic Development Committee (HEDC) held a duly noticed meeting to discuss policy questions and provide comments and the STR ordinances; and

WHEREAS, on July 9, 2019, the HEDC held a duly noticed meeting to discuss the draft ordinance with a focus on proposed changes to the ordinance; and

WHEREAS, on March 25, 2019, City Council held a duly noticed special meeting and received public input and provided direction to staff regarding the STR ordinances; and

WHEREAS, on August 1, 2019, the Planning Commission held a duly noticed public hearing to consider Planning and Zoning Permit No. 19-580-04 regarding the adoption of specific rules and regulations for STRs within Chapters 16 and 17 of the Oxnard City Code; and

WHEREAS, a recommendation was made to establish escalating fines for violations of the STR ordinance; and

WHEREAS, the establishment of escalating fines required an amendment to Chapter 7 – Nuisances, Article III Civil Fines, of the Oxnard City Code to establish those fines; and

WHEREAS, after considering all the evidence in the record, including (but not limited to) the staff report (including the attachments), written submittals and public testimony, the Planning Commission of the City of Oxnard recommended adoption of a Zone Text Amendment to amend Chapters 16 and 17 related to STRs including establishment of escalating fines;

WHEREAS, on September 24, 2019, the HEDC held a duly noticed meeting to receive a summary report on the Planning Commission recommendations and provided input on the recommendations; and

WHEREAS, on November 5, 2019, the City Council held a duly noticed public hearing to consider an amendment to Chapter 7, Article III of the Oxnard City Code; and

WHEREAS, at the public hearing, the City Council considered all the evidence in the record, including (but not limited to) the Planning Commission Resolution, the staff report (including the attachments), written submittals and public testimony before making a final decision on November 5, 2019 regarding establishing escalating fines for short-term rentals.

WHEREAS, in accordance with the California Public Resources Code Sections 21000 et seq. and State California Environmental Quality Act (CEQA) Guidelines (Sections 15000 et seq.), the City Council has determined that the proposed zoning text amendment is exempt from CEQA pursuant to Sections 15061 and 15305 of Title 14, Division 6, Chapter 3 of the California Code of Regulations; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. In view of all the evidence in the record and based on the foregoing findings, the City Council hereby approves the Oxnard City Code Amendment.

Section 2. Subsection C is hereby added to Chapter 7, Article III, Section 7-56, of the Oxnard City Code to read as follows:

SEC. 7-56. AMOUNT.

(C) The fines for violations of the regulations established by the coastal and non-coastal Short-term Rental Ordinances shall be regulated by said ordinances.

Section 3. If any subsection, sentence, clause, phrase or word of the Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

Section 4. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

Section 5. 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 accordance with Government Code Section 36933. Ordinance No.___ was first read on _____, 2019, finally adopted on _____,2019, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this ____ day of ___, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Tim Flynn, Mayor

ATTEST:

By_____
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

By_____
Stephen M. Fischer, City Attorney

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE OXNARD CITY CODE REGARDING SHORT-TERM RENTAL UNITS BY ADDING CHAPTER 16, ARTICLE XI AND AMENDING CHAPTER 16, ARTICLE III, DIVISION 2 BY ADDING SUBSECTION (19) TO SECTION 16-21 (B) TO THE RESIDENTIAL SINGLE-FAMILY ZONE, AND AMENDING CHAPTER 16, ARTICLE III, DIVISION 10, SECTION 16-148, TABLE 16-148 OF THE DOWNTOWN CODE, ADDING SHORT-TERM RENTALS AS AN ALLOWED, BY RIGHT RESIDENTIAL USE IN THE DT-E, DT-G AND DT-C ZONES.

WHEREAS, the City of Oxnard intends to adopt regulations on Homestays and Short-Term Rental Units ("STRs"); and

WHEREAS, on March 2016, the City conducted an online community survey that contained a series of questions designed to receive public input on STRs; and

WHEREAS, on August 16, 2016, staff held a duly noticed public Community Workshop to summarize the March survey results and secure feedback from the community on specific STR related regulations and questions; and

WHEREAS, on November 3, 2016, the Planning Commission of the City of Oxnard (the "Planning Commission") held a duly noticed study session to receive input on specific STR regulations; and

WHEREAS, on June 1, 2017, the Planning Commission conducted a duly noticed public hearing and specifically addressed STRs, questions raised at the November 3, 2016 meeting, and the STR processing guidelines; and

WHEREAS, on February 26, 2019, the City Council's Housing and Economic Development Committee (HEDC) held a duly noticed meeting to discuss policy questions and provide comments and the STR ordinances; and

WHEREAS, on July 9, 2019, the HEDC held a duly noticed meeting to discuss the draft ordinance with a focus on proposed changes to the ordinance; and

WHEREAS, on March 25, 2019, City Council held a duly noticed special meeting and received public input and provided direction to staff regarding the STR ordinances; and

WHEREAS, on August 1, 2019, the Planning Commission held a duly noticed public hearing to consider Planning and Zoning Permit No. 19-580-04 (hereafter, the "Zone Text Amendment") regarding the adoption of specific rules and regulations for short term rentals within the Oxnard City Code; and

WHEREAS, after considering all the evidence in the record, including (but not limited to) the staff report (including the attachments), written submittals and public testimony, the

Planning Commission adopted a resolution recommending that the City Council of the City of Oxnard (the "City Council") adopt the Zone Text Amendment; and

WHEREAS, on September 24, 2019, the HEDC held a duly noticed meeting to receive a summary report on the Planning Commission recommendations and provided input on the recommendations; and

WHEREAS, on November 5, 2019, the City Council held a duly noticed public hearing to consider the Zone Text Amendment; and

WHEREAS, at the public hearing, the City Council considered all the evidence in the record, including (but not limited to) the Planning Commission Resolution, the staff report (including the attachments), written submittals and public testimony before making a final decision on November 5, 2019 regarding the regulation of short-term rentals; and

WHEREAS, in accordance with the California Public Resources Code Sections 21000 et seq. and State California Environmental Quality Act (CEQA) Guidelines (Sections 15000 et seq.), the City Council has determined that the proposed zoning text amendment is exempt from CEQA pursuant to Sections 15061 and 15305 of Title 14, Division 6, Chapter 3 of the California Code of Regulations; and

WHEREAS, the City Council authorizes the granting of a temporary STR permit for homeowners that were operating an STR in Oxnard prior to March 25, 2019. The permit must be applied for within 60 days of the effective date of this ordinance, is good for one year and shall not be automatically renewed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. In view of all the evidence in the record and based on the foregoing findings, the City Council hereby approves the Zone Text Amendment.

Section 2. Chapter 16, Article III, Division 2, Subsection (B) of Section 16-21 of the Oxnard City Code relating to the R-1, Residential Single Family zone is hereby amended to read as follows:

"(19) Short-term rentals consistent with Article XI."

Section 3. Chapter 16, Article III, Division 10, Section 16-148.1 (A) of the Downtown Code is hereby amended to add Short-term Rentals as a Permitted Use in the Allowed Uses Table 16-148 for the following downtown zones: DT-E, DT-G and DT-C.

Section 4. Article XI is hereby added to Chapter 16 of the Oxnard City Code to read as follows:

ARTICLE XI –SHORT-TERM RENTAL UNITS

SEC. 16-660. PURPOSE AND INTENT.

The purposes of short-term rental unit regulations are to establish standards and requirements for the temporary rental of dwellings as accessory uses in order to: (1) ensure that the use of dwellings as short-term rental units does not adversely impact long-term housing opportunities in the City of Oxnard; (2) ensure that short-term rental units are compatible with surrounding land uses; and (3) protect the health, safety and welfare of the short-term rental units' renters, occupants, neighboring residents, as well as the general public and environment.

SEC. 16-661. DEFINITIONS.

When used in this Article, the following words shall have the meanings ascribed to them as set forth herein.

Homeshare – A dwelling which is the primary residence of an owner who possesses at least a twenty percent ownership interest in the subject parcel, with any portion of the dwelling rented for a period less than thirty consecutive days when said owner is physically present in the same dwelling, with no meals or food provided to the renter or renters. A homeshare is not considered a home occupation. Use of a dwelling for occasional home exchange is not considered a homeshare.

Owner – A person with a full or partial fee title ownership interest in the subject property. For a property held in a trust, each trustee (but no trust beneficiary) is considered an owner.

Primary Residence – A dwelling which is the owner's main living location as evidenced by the owner's address-of-record for official documents such as the property's title, income tax returns, voter registration, or a current property tax bill.

Rent – The terms rent, rented and rental mean allowing use of a dwelling or property, or any portion thereof, in exchange for consideration in any form.

Short-term Rental - The rental of a residential unit for a period of less than thirty (30) consecutive calendar days. Short-term rentals include both homeshares and vacation rentals.

Vacation Rental – A dwelling, any portion of which is rented for a period less than thirty consecutive days when the owner is not physically present, with no meals or food provided to the renter or renters. A vacation rental is not considered a home occupation under this Article. Use of a dwelling for occasional home exchange is not considered a vacation rental.

SEC. 16-662. VACATION RENTAL PERMIT CAP, SEPARATION REQUIREMENT AND MAXIMUM RENTAL PERIOD.

(A) The number of vacation rental permits shall be limited by a 5% cap per General Plan neighborhood as established in the City of Oxnard Neighborhood Map adopted as Figure 3-4 in the 2030 General Plan or its successor document.

(B) No Vacation Rental shall be issued a permit when a Vacation Rental permit has already been issued on another property within 100 feet of the proposed Vacation Rental. The 100 feet is to be measured horizontally from the lines of property ownership as established by the legal description for the property on record with the County of Ventura.

(C) Vacation rentals shall be limited to a maximum of 100-day annual cap per calendar year. Vacation rentals which are only used for a partial day (i.e. arrival and departure days) shall be rounded up and counted as a full day.

SEC. 16-663. PERMIT REQUIRED.

(A) Except as expressly authorized by this Article, no dwelling, property or any portion thereof shall be rented for a term of less than thirty consecutive days. Renting for less than thirty days pursuant to a purported longer-term lease or by other means intended to evade compliance with this Article is prohibited.

(B) A valid permit issued by the City pursuant to this Article is required in order for any person that seeks or receives any rent, payment, fee, commission or compensation in any form, to rent, offer for rent, advertise for rent, or facilitate the rental of a homeshare or vacation rental.

(C) A short-term rental permit authorizing a vacation rental or homestay shall be issued or renewed by the Community Development Director, or designee if the following minimum findings are met.

(1) The property is compliant with all State and Local codes.
(2) The property complies with the requirements in this Article.
(3) There is no substantial evidence of nuisance behavior from the location.
(4) Issuance of the permit will not exceed the neighborhood cap pursuant to Section 16-662.

(D) The Community Development Director shall have the authority to impose additional standards and/or conditions to short-term rental permits as necessary to achieve the objectives of the Article.

SEC. 16-663.1. LIMITED TERM.

(A) Permits for short-term rentals shall be issued or renewed for a maximum term of one year. All permits shall contain the following provision: "This permit shall expire no later than one year after the date of issuance, and is subject to revocation for violation or noncompliance with the requirements or any other applicable provision of the Oxnard City Code."

(B) Permit holders that remain in good standing and apply for a renewal permit prior to the expiration of their current permit will be granted a renewal permit. If a permit expires, the request for a permit would be treated as a new permit subject to any established waiting list.

SEC. 16-663.2. OWNER REQUIREMENTS AND LIMITATIONS.

(A) Permits may only be issued to the owner(s) of the homeshare or vacation rental property, and shall automatically expire upon sale or transfer of ownership of the property, in whole or in part. All permits shall include the following provision: "This permit shall automatically expire upon sale or transfer of the property, in whole or in part, or as stated in Section 16-663.1 whichever comes first."

(B) A permit may only be issued for a homeshare or vacation rental property if no owner of the subject homeshare or vacation rental property is also the owner of another homeshare or vacation rental property that is currently permitted under this Article. In addition, if a property contains multiple dwelling units (e.g., a duplex, cottages or apartments), only one dwelling unit on the property is eligible for permitting as a homeshare or vacation rental under this Article. An Accessory Dwelling Unit cannot be used as a short-term rental.

SEC. 16-663.4. INELIGIBLE DWELLINGS, STRUCTURES AND SPACES.

No permit for a homeshare or vacation rental shall be issued for any of the following:

(A) A dwelling subject to a City-imposed covenant, condition or agreement restricting its use to a specific purpose including but not limited to an affordable housing unit, farmworker housing, a superintendent or caretaker dwelling.

(B) A dwelling on property fully or partially owned by a corporation, partnership, limited liability company, or other legal entity that is not a natural person, except in the event every shareholder, partner or member of the legal entity is a natural person as established by documentation (which shall be public record) provided by the permit applicant. In the event this exception applies, every such natural person shall be deemed a separate owner of the subject dwelling and property for purposes of this Article.

(C) A dwelling on property owned by six or more owners, unless each owner shares common ancestors.

(D) A dwelling or structure that has not, if legally required, obtained a full building final inspection or been issued a valid certificate of occupancy by the City Building Official

(E) A mobile home located in a mobile home park.

(F) Space in a yard or on a balcony. Camping in a backyard or on a balcony as a form of STR is prohibited.

(G) A vehicle, to include an RV, car or boat. Use of a vehicle as a form of STR is prohibited.

(H) An Accessory Dwelling Unit.

SEC. 16-664. PRE-PERMITTING INSPECTION.

Prior to the initial issuance of a permit under this Article, the City Building Official or designee shall conduct an inspection to determine the number of bedrooms within the unit and ensure the dwelling and site comply with the provisions of this Article and other applicable building and zoning codes and regulations regarding parking, access, fire, and other relevant health and safety standards. If any violation is identified during the inspection, no permit shall be issued under this Article until the violation(s) is abated.

SEC. 16-665. PERMIT APPLICATION, PROCESSING AND FEES.

(A) Applications for the initial issuance and renewal of permits under this Article shall meet the form and content requirements as established by the Community Development Director or designee.

(B) Each application shall include a floor plan showing all rooms with each room labeled as to room type and a site plan depicting the location of all on-site parking and existing structures and describing the use of all existing structures.

(C) Each application shall include a nuisance response plan containing the information required by Sec. 16-666.

(D) Each application shall include a mailing list for notifications pursuant to Sec. 16-668.2 (B) along with fees as set forth in the Planning Division fee schedule.

(E) Each application shall include an affidavit in a form provided by the Community Development Director or designee, signed by each owner of the subject property, agreeing to comply with the operational standards of Sec. 16-667 and the property management requirements of Sec. 16-668 should the permit be issued. The affidavit form shall also include the following statement: "The City considers the short-term rental of dwellings to be businesses that are operated in residential zones. Short-term rentals are not a by-right use. Instead, they are only allowed if operated in strict compliance with the rules and requirements of Chapter 16, Article XI of the Oxnard City Code. Violations are grounds for permit revocation, fines, and/or criminal prosecution."

(F) For a homeshare only, annually provide to the Planning Division proof of a homeowner's exemption from the County Assessor and a fully-executed statement that the property is owner occupied.

(G) An annual permit fee authorized by the fee schedule applicable to the Planning Division may be collected upon the filing of an application to cover the City's costs of administering this Article.

(H) Prior to permit issuance under this Article, the applicant shall: (i) pay all applicable City fees; (ii) provide contact information for the owner of a homeshare, or designate and provide contact information for one or two property managers of a vacation rental, pursuant to Sec.16-668.1 (C); (iii) provide a fully-executed affidavit pursuant to Sec. 16-665 (E); (iv) provide proof of compliance with the applicable business tax and licensing, and transient occupancy tax, requirements pursuant to Sec. 16-668.6; (v) for a homeshare only, proof of homeowner's exemption and statement that property is owner occupied pursuant to Sec. 16-665 (F); (vi) provide proof of insurance pursuant to Sec. 16-668.7; and (vii) provide the fully-executed defense and indemnification agreement pursuant to Sec.16-668.8.

(I) Notwithstanding any other provision of this Article, no public hearing shall be conducted regarding permit applications under this Article. Decisions of the Community Development Director or designee on permit applications to approve a short-term rental permit are final when rendered and are not subject to appeal.

SEC. 16-666. NUISANCE RESPONSE PLAN

Each nuisance response plan accompanying a vacation rental application shall contain the following information and otherwise be in a form required by the Community Development Department.

(A) The mailing address and telephone number of the owner or owners of the residential dwelling unit or units to be used as a vacation rental pursuant to the permit;

(B) The name, address and telephone number of the person or persons who will be available by telephone, and who will be responsible for promptly responding to or causing a prompt response to a nuisance complaint arising out of the occupancy or use of the vacation rental by tenants, their visitors and/or their guests. For the purposes of this Article, a return telephone call to a complainant shall be deemed "prompt" when:

(1) Between the hours of 7:01 a.m. and 9:59 p.m. the call to contact the renter to correct the problem is made within thirty minutes of receiving the initial complaint;
(2) Between 10:00 p.m. and 7:00 a.m., the quiet hours, the call to contact the renter to correct the problem is made within fifteen minutes of receiving the initial complaint.

(C) No more than a total of three persons shall be designated in the response plan as a person responsible for responding to or causing a response to a nuisance complaint; and

(D) Only one such person shall be designated as the person responsible for responding to a nuisance complaint during any particular hours of the day, different days in a week, and/or different weeks of the year.

(E) The manner of responding to or causing a response to a nuisance complaint, including but not limited to the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.

(F) The manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint. For the purposes of this Article "timely corrective action" shall include, at a minimum, a telephone call to the primary adult occupant of the short-term vacation rental within 30 minutes of the initial nuisance complaint.

SEC. 16-667. OPERATIONAL STANDARDS

The following minimum operational standards specified shall apply to all homeshares and vacation rentals. All owners, renters, occupants and visitors of homeshares and vacation rentals shall comply with the operational standards. The owner(s) and permittee(s) of homeshares and vacation rentals are ultimately responsible for ensuring compliance with, and are liable for violations of, these operational standards.

SEC 16-667.1. LIMITS ON DURATION OF STAY

Vacation rental units may be rented for no more than 100 days during any calendar year.

SEC. 16-667.2. OCCUPANCY LIMITS.

(A) Vacation rental overnight occupancy shall be limited to a maximum of two persons per bedroom occupying up to five bedrooms, plus two additional persons, up to a maximum of ten persons.

(B) Homeshares shall have a maximum of two bedrooms available for rental. Overnight occupancy shall be limited to a maximum of five rental guests.

(C) Inclusive of the owner(s) in the case of homeshares, the maximum number of total persons allowed on the property at any time shall not exceed the maximum overnight occupancy plus six additional persons. No person who is not staying overnight at the homeshare or vacation rental shall be on the property during the quiet hours stated in Sec.16-667.4 (B).

(D) Homeshares and vacation rentals shall not be rented to more than one group at a time; no more than one rental agreement shall be effective for any given date.

(E) The primary occupant of a vacation rental shall be an adult 21 years of age or older. The primary occupant shall be legally responsible for compliance of all occupants of the unit and/or their guests with all provisions of this Article and/or this code.

SEC. 16-667.3. PARKING REQUIREMENTS.

(A) Parking shall be provided on the property as follows:
(1) a minimum of one parking space for vacation rentals in a studio or one bedroom;
(2) a minimum of two parking spaces for homeshares and vacation rentals with two to four bedrooms; and
(3) a minimum of three parking spaces for homeshares and vacation rentals with five or more bedrooms.

(B) Permitted garages and driveways on the property shall be unobstructed and made available for renter parking.

SEC. 16-667.4. NOISE.

(A) No use or activity associated with a homeshare or vacation rental shall at any time create unreasonable noise or disturbance as provided in Chapter 7, Article XI – Sound Regulations of the Oxnard City Code.

(B) Quiet hours shall be observed from 10:00 p.m. to 7:00 a.m.

(C) No outdoor amplified music/sound shall be allowed during quiet hours when a property is being rented as a homeshare or vacation rental.

(D) Pursuant to OCC Section 7-147.1 the sale, offer to sell, use, or possession of fireworks is prohibited in the City of Oxnard and use by a tenant or guest of an STR is also a violation of this Article.

SEC. 16-667.5. EVENTS AND ACTIVITIES.

No homeshare or vacation rental property shall be rented or used for any event or activity attended by more persons than are allowed on the property pursuant to Sec.16-666.2, that violates any noise standard of Sec.16-666.4, or that violates any other standard or requirement of this Article or any other local, state or federal law.

SEC. 16-667.6. REFUSE.

Adequate waste collection facilities and services shall be provided for a homeshare or vacation rental at all times. Waste bins and refuse shall not be left within public view, except in proper containers for the purpose of collection on the scheduled collection day(s). The waste collection schedule and information about recycling and green waste separation and disposal shall be included in the rental agreement and posted conspicuously inside the rental unit.

SEC. 16-668. PROPERTY MANAGEMENT REQUIREMENTS.

The minimum property management requirements apply to all homeshares and vacation rentals.

SEC. 16-668.1. OWNER/PROPERTY MANAGER REQUIREMENTS.

(A) At all times a homeshare is rented out, a homeshare owner shall be onsite between the hours of 10:00 p.m. and 7:00 a.m., and within twenty-five miles of the property at all other times, to ensure compliance with the standards and requirements of this Article.

(B) At all times a vacation rental is rented out, the vacation rental shall have one or two designated property managers, one of whom shall be available at all times and within twenty-

five miles of the property, to ensure compliance with the standards and requirements of this Article. An owner may serve as one of the property managers.

(C) Each application under this Article shall include the name, address, and telephone number(s) at which the property manager(s) can be reached at all times, along with the signature of each property manager. Any requested change to a designated property manager shall be made through a formal written request to the Community Development Director or designee, and shall include the signature of the proposed property manager and the desired effective date of the change. No change to a vacation rental's designated property manager shall take effect unless and until approved in writing by the Community Development Director or designee.

SEC. 16-668.2. PERMIT NOTIFICATION.

(A) The Planning Division shall provide a mailed notice of permit issuance, and of each permit renewal, to the owner of the subject property and the owners of all real property situated within a radius of 300 feet of the exterior boundaries of the Assessor's Parcel(s) which is the subject of the application.

(B) At a minimum, the notice of permit issuance shall include: (i) directions to view a copy of the nuisance response plan; and (ii) contact information for the Code Compliance Division.

SEC. 16-668.3. INFORMATION IN RENTAL AGREEMENTS

Each rental agreement for a vacation rental or homeshare shall prominently display the following information:

(A) The permitted occupancy and guest limits for both day and night;

(B) Notification that quiet hours shall be observed between 10:00 p.m. and 7:00 a.m.;

(C) Notification that no outdoor amplified music or sound is allowed during quiet hours and a copy of Chapter 7, Article XI – Sound Regulations of the Oxnard City Code as may be amended from time to time;

(D) Notification that the property cannot be used for events that exceed the applicable occupancy or guest limits, or that violate the quiet hours, noise standards or any other standard or requirement of this Article;

(E) The available number of onsite parking spaces, and notification that all parking shall occur on-site with no on-street parking allowed;

(F) The waste collection schedule and the tenant's responsibilities regarding waste collection.

(G) Notification that the sale, possession or use of fireworks in the City of Oxnard is prohibited.

SEC. 16-668.4 INFORMATION IN ADVERTISEMENTS AND LISTINGS

(A) Each advertisement and listing for a vacation rental or homeshare shall prominently display the following information:

(1) The City-issued land use permit number authorizing the homeshare or vacation rental under this Article;

(2) The current City issued Business License Tax Certificate identification number, if required for the operation.

(3) All advertisements for homeshares shall state that the unit is an owner-occupied dwelling, and the owner will be present in the home.

(4) The available number of onsite parking spaces, and notification that all parking shall occur on-site with no on-street parking allowed.

(B) No advertisements or notices regarding the availability of a dwelling for homeshare or vacation rental use shall be posted on the property.

SEC. 16-668.5. POSTING INSIDE OF DWELLINGS.

The following information, as well as all information required by Sec.16-667.4, shall be posted in a conspicuous location inside the dwelling within six feet of the main entrance of the homeshare or vacation rental:

(A) The name and contact information for the designated property manager of a vacation rental or owner of a homeshare, and the telephone number(s) at which the person can be reached at all times;

(B) The waste collection schedule and information about recycling and green waste separation and disposal;

(C) Notification that the property owner, renter, and occupants are subject to criminal citation and fines, civil penalties and/or permit revocation for violations of the unit's occupancy limits, noise standards and other operational standards.

SEC. 16-668.6. BUSINESS LICENSE; BUSINESS TAXES; TRANSIENT OCCUPANCY TAX.

The owner of a vacation rental or homeshare shall acquire and maintain a valid City business license, timely pay annual business taxes evidenced by a business tax certificate, and obtain and maintain a valid City transient occupancy tax registration certificate and timely pay all required City transient occupancy taxes.

SEC. 16-668.7. INSURANCE.

The owner shall maintain an insurance policy that includes coverage for commercial/business general liability with a minimum limit of $1,000,000 per occurrence for claims of personal injury or property damage. Proof of such insurance coverage shall be provided with each permit application under this Article, and shall be made available to the Community Development Director or designee upon request.

SEC. 16-668.8. DEFENSE AND INDEMNIFICATION.

All owners of a homeshare or vacation rental shall be jointly and severally responsible to defend and indemnify the City and all of its officials, employees and agents from and against all third-party claims, causes of actions, fines, damages and liabilities of whatever nature arising from or related to the processing and issuance of a permit under this Article and/or from the operation of the homeshare or vacation rental. Upon submittal of a permit application under this Article, all owners of the homeshare or vacation rental shall execute a written agreement on a form provided by the Community Development Director or designee implementing this defense and indemnification requirement.

SEC. 16-668.9. RECORD-KEEPING.

The owner of a homeshare or vacation rental shall keep and preserve all records as may be necessary to demonstrate compliance with the standards and requirements of this Article. These records shall include but are not limited to all rental agreements entered into, advertisements and online listings. The records shall be maintained during the term of the permit issued under this Article and subsequent renewal up to three years, and shall be made available in electronic format for the City's review upon request of the Community Development Director or designee.

SEC. 16-669. INSPECTION AND MONITORING.

SEC. 16-669.1. INSPECTIONS.

In addition to the pre-permitting inspection of a homeshare or vacation rental pursuant to Sec.16-664, upon reasonable advanced notice, City staff shall be given access to the dwelling and site to conduct an inspection during the term of the permit to ensure continued operation of the homeshare or vacation rental in compliance with the provisions of this Article and other applicable building and zoning codes and regulations regarding parking, access, fire, safety, and other relevant issues.

SEC. 16-669.2. INSPECTION, MONITORING AND CODE ENFORCEMENT COSTS.

City monitoring shall be required for each homeshare and vacation rental operation issued a permit. The permittee shall be responsible for all inspection and monitoring costs associated with the operation. Monitoring may be conducted by a third party compliance company hired by the

City. The permittee shall also be responsible for any and all code enforcement costs, calculated at a full cost recovery rate, related to their property.

SEC. 16-670. PERMIT FEES

The Community Development Department shall assess fees for a short-term rental permit, as set by the City Council. Fees and deposits set forth in this Article may be adjusted each year by the City Council, reflecting the costs of administering the short-term rental permit, and enforcing the requirements of this Article.

SEC. 16-671. COMPLAINTS AND VIOLATIONS.

SEC. 16-671.1. COMPLAINTS.

(A) Complaints regarding the condition, operation or conduct of the renters, occupants or visitors of a homeshare or vacation rental shall be directed to the vacation rental property manager or homeshare owner for investigation and resolution. The property manager or owner shall be available by phone at all times the dwelling is rented out as a homeshare or vacation rental.

(B) Upon receipt of a complaint that any renter, occupant or visitor of a homeshare or vacation rental has created unreasonable noise or disturbance and/or potentially violated any other operational standard of this Article the property manager or owner shall take all necessary actions to promptly resolve the issue, including by initially contacting the renter to correct the problem within thirty minutes, or within fifteen minutes during the quiet hours between 10:00 p.m. and 7:00 a.m., after the complaint is first received.

(C) Within twenty-four hours after first receiving a complaint pursuant to subsection (B) above, the property manager or owner shall complete the online reporting form provided by the Community Development Director or designee to: (1) report and describe the complaint, including the time the complaint was first received; (2) describe all actions taken to resolve the issue, including the time each action was taken; and (3) describe the resolution or current status.

(D) A property manager's or owner's failure to promptly resolve a complaint pursuant to subsection (B) above which the Planning Division deems to be valid, or to timely and fully report the complaint to the Community Development Director or designee on the online reporting form, shall each constitute a separate violation of this Article.

(E) Individuals who file false reports of nuisance activities or other violations of this ordinance shall be subject to fine and prosecution pursuant to California Penal Code Section 148.5 and the complainant will be responsible for the costs associated with the service call by the Police Department or Code Enforcement.

SEC. 16-671.2. VIOLATIONS.

Each of the following acts or omissions related to the operation or use of a homeshare or vacation rental is unlawful and constitutes a violation of this Article. Owners are jointly and severally responsible and liable, along with any other responsible person, for each violation committed with respect to their homeshare or vacation rental. Each day a violation occurs constitutes a separate, additional violation:

(A) Engaging in an act in violation of the permitting requirement of Sec. 16-663 (A);

(B) Failure to comply with an operational standard of Sec. 16-667;

(C) Failure to comply with a property management requirement of Sec.16-668;

(D) Failure to comply with the complaint investigation, resolution and/or reporting requirements of Sec. 16-669.1; and

(E) Failure to timely remit to the City any cost or fee pursuant to this Article

SEC. 16-672. REVOCATION OR SUSPENSION OF PERMIT.

(A) The Community Development Director may revoke, or suspend a vacation rental or homeshare permit for one or more of the following reasons:

(1) A property transfer triggering property tax reassessment pursuant to the California Revenue and Taxation Code Section 60 et seq., as determined by the Ventura County Assessor such that the vacation rental or homeshare permit associated with the property shall expire and shall also become nonrenewable at the time of the property transfer.
(2) The permittee has made a false, misleading or fraudulent statement of material fact in the application for the vacation rental or homeshare permit, in the information required to be submitted to the city, or in response to inquiries by the city.
(3) The permittee engaged in any of the following conduct related to this Article that:
    (a) Resulted in a citation or conviction against the permittee;
    (b) Violated local, state or federal law;
    (c) Constituted a public nuisance;
    (d) Breached any condition, requirement, or restriction of the vacation rental or homeshare permit; or
    (e) Constituted a hazard to public peace, health, or safety.
(4) Failure to pass inspections required under the provisions of Sec. 16-664.
(5) Three or more verified and valid complaints of any violation of the Oxnard City Code, state or federal law, as determined by the Community Development Director, within a twelve-month period, shall be grounds for permit revocation.

(B) A vacation rental or homeshare permit may be revoked, suspended, or additional conditions may be imposed by the Community Development Director by providing written notice to the permittee setting forth the basis of the intended action and giving the permittee an opportunity, within fourteen calendar days, to present responding information to the Community Development Department.

(C) After the fourteen-day period, the Community Development Director shall determine whether to revoke the permit, suspend the permit, or impose additional conditions upon the permit and thereafter, give written notice of its decision to the permittee. The permit shall be deemed to be valid until the written notice of the decision has been issued.

SEC 16-673. VIOLATIONS DECLARED A PUBLIC NUISANCE.

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

SEC 16-674. 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 person/s or entity to which the STR permit was issued and by tenants under contract to use the STR. 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 STR permit issued by the City, pending a hearing before the City Manager, or his/her designee(s).

SEC. 16-675. CRIMINAL PENALTIES.

Each and every violation of the provisions of this Article may at the discretion of the District Attorney or City Attorney be prosecuted as an infraction or misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars ($1,000) for the first violation, two thousand dollars ($2,000) for the second violation, and three thousand dollars ($3,000) and revocation of the permit for a period of two years after which the property owner would have to reapply for the third violation. Each day a violation is committed or permitted to continue shall constitute a separate offense. The fine for operating an unlicensed and/or unpermitted STR shall be $5,000 per day.

SEC. 16-676. 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.

SEC. 16-677. APPEALS.

A property owner may appeal a decision of the Community Development Director to deny, revoke, or suspend a short-term rental permit pursuant to Chapter 1, Article V-Administrative Hearings of the Oxnard City Code.

Section 5. If any subsection, sentence, clause, phrase or word of the Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decisions shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

Section 6. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

Section 7. 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 accordance with Government Code Section 36933. Ordinance No.___ was first read on _____, 2019, finally adopted on _____,2019, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this ____ day of ___, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Tim Flynn, Mayor

ATTEST:

By_____
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

By_____
Stephen M. Fischer, City Attorney

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE OXNARD CITY CODE REGARDING SHORT-TERM RENTAL UNITS BY ADDING CHAPTER 17, ARTICLE IV, SECTION 17-53, AND AMENDING CHAPTER 17, ARTICLE II ADDING SUBSECTION (B) (10) TO SECTION 17-10. R-B-1, SINGLE-FAMILY BEACH, SUB-ZONE; SECTION 17-11. R-W-1, SINGLE-FAMILY WATER-ORIENTED, SUB-ZONE; SECTION 17-12. R-W-2, TOWNHOUSE WATER-ORIENTED, SUB-ZONE; SECTION 17-13. R-2-C, COASTAL MULTIPLE-FAMILY, SUB-ZONE; SECTION 17-14. R-3-C, COASTAL MEDIUM DENSITY MULTIPLE-FAMILY, SUBZONE; ADDING SUBSECTION (B) (3) TO SECTION 17-15. CPC, COASTAL PLANNED COMMUNITY SUB-ZONE; AND ADDING SUBSECTION (B) (9) TO SECTION 17-25. R-BF, BEACHFRONT RESIDENTIAL SUB-ZONE REGARDING SHORT-TERM RENTAL UNITS

WHEREAS, the City of Oxnard intends to adopt regulations on Homestays and Short-Term Rental Units ("STRs"); and

WHEREAS, on March 2016, the City conducted an online community survey that contained a series of questions designed to receive public input on STRs; and

WHEREAS, on August 16, 2016, staff held a duly noticed public Community Workshop to summarize the March survey results and secure feedback from the community on specific STR related regulations and questions; and

WHEREAS, on November 3, 2016, the Planning Commission of the City of Oxnard (the "Planning Commission") held a duly noticed study session to receive input on specific STR regulations; and

WHEREAS, on June 1, 2017, the Planning Commission conducted a duly noticed public hearing and specifically addressed STRs, questions raised at the November 3, 2016 meeting, and the STR processing guidelines; and

WHEREAS, on February 26, 2019, the City Council's Housing and Economic Development Committee (HEDC) held a duly noticed meeting to discuss policy questions and provide comments; and

WHEREAS, on July 9, 2019, the HEDC held a duly noticed meeting to discuss the draft ordinance with a focus on proposed changes to the ordinance; and

WHEREAS, on March 25, 2019, City Council held a duly noticed special meeting and received public input and provided direction to staff; and

WHEREAS, on August 1, 2019, the Planning Commission held a duly noticed public hearing to consider Planning and Zoning Permit No. 19-580-04 (hereafter, the "Zone Text Amendment") regarding the adoption of specific rules and regulations for short term rentals within the Oxnard City Code; and

WHEREAS, after considering all the evidence in the record, including (but not limited to) the staff report (including the attachments), written submittals and public testimony, the Planning Commission recommended that the City Council of the City of Oxnard (the "City Council") adopt the Zone Text Amendment; and

WHEREAS, on September 24, 2019, the HEDC held a duly noticed meeting to receive a summary report on the Planning Commission recommendations and provided input on the recommendations; and

WHEREAS, on November 5, 2019, the City Council held a duly noticed public hearing to consider the Zone Text Amendment; and

WHEREAS, at the public hearing, the City Council considered all the evidence in the record, including (but not limited to) the Planning Commission Recommendation, the staff report (including the attachments), written submittals and public testimony before making a final decision on November 5, 2019 regarding the regulation of short-term rentals; and

WHEREAS, in accordance with the California Public Resources Code Sections 21000 et seq. and State California Environmental Quality Act (CEQA) Guidelines (Sections 15000 et seq.), the City Council has determined that the proposed zoning text amendment is exempt from CEQA pursuant to Sections 15061 and 15305 of Title 14, Division 6, Chapter 3 of the California Code of Regulations; and

WHEREAS, the City Council authorizes the granting of a temporary STR permit for homeowners that were operating an STR in Oxnard prior to March 25, 2019. The permit must be applied for within 60 days of the effective date of this ordinance, is good for one year and shall not be automatically renewed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Section 1. Based upon the foregoing recitals as required per OCC 17-57(C)(8)(c), which are incorporated herein, the City Council finds:

A. The Zone Text Amendment is consistent with the current certified local Coastal Land Use Plan or said Coastal Land Use Plan shall be amended concurrently in order to maintain consistency pursuant to the Coastal Act.

The local Coastal Land Use Plan shall be amended concurrently with the Zone Text Amendment through a Local Coastal Plan Amendment filed with the California Coastal Commission to ensure internal consistency. As such, this Zone Text Amendment will meet this finding.

B. The application for the Zone Text Amendment has been processed in accordance with procedures required by Oxnard City Code Section 17-58.

The proposed Zone Text Amendment has been processed in accordance with the procedures required by Section 17-58 (Hearings and Appeals), which include providing notice given at least 10 days prior to the hearing date in a newspaper of general circulation. Therefore, this Project meets this finding.

C. Cumulative amendments or changes maintain or enhance the coastal resources as identified and protected in the originally certified Coastal Land Use Plan.

The Zone Text Amendment creates regulations to manage activity that is currently being undertaken in the Coastal Zone, i.e. short-term rentals. Consideration was given in the regulations to ensure that the regulations focus on managing issues created by short-term rentals while maintaining access to the Coastal Zone thereby enhancing the certified local Coastal Land Use Plan. Therefore, this Zone Text Amendment meets this finding.

D. The Zone Text Amendment is appropriate in light of an established need for the requested amendment at the time and location anticipated by said amendment.

As a result of the rise in the number of short-term rentals in the Coastal Zone, the residents and City have experienced an increase in issues directly related to the use of residential properties in the Coastal Zone as short-term rentals. The issues include (but are not limited to) noise, trash and parking problems. The proposed Zone Text Amendment addresses these issues and other anticipated issues through the proposed standards and enforcement regulations that address the established need for the amendment. Therefore, this Zone Text Amendment meets this finding.

E. The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare.

The adoption of Zone Text Amendment is a reasonable exercise of the City's police powers to ensure the continued health, safety, and welfare of the public by clarifying the implementation procedures of industrial zones throughout the City of Oxnard. As such, this Zone Text Amendment meets this finding.

F. The Zone Text Amendment maintains or enhances the provisions for public access within the Coastal Zone.

Short-term rentals are an existing use that is not currently allowed or regulated within the City's adopted Coastal Zoning regulations (Chapter 17 of the Oxnard City Code). The regulations will make short-term rentals a permitted use in select zones within the Coastal Zone once the required permit is obtained, and the regulations will establish operational requirements to manage the issues that arise as a result of short-term rentals. The Zone Text Amendment allows for an increase in the number of short-term rentals currently available in the Coastal Zone, thereby creating additional, quality overnight accommodations within the Coastal Zone. Therefore, this Zone Text Amendment meets this finding.

G. The Zone Text Amendment is consistent with the goals, policies, and actions of the City of Oxnard 2030 General Plan and will not conflict with the 2030 General Plan.

The zone text amendment supports the 2030 General Plan goals of improving community safety and quality of life, and strengthening neighborhood development. Additionally, the amendment will aid in the creation of a vibrant and economically sustainable commercial and retail sector throughout the City and enhance business development.

H. The Zone Text Amendment reflects the input of residents, stakeholders, and public officials, and implements the General Plan's vision and desire for the community, is adopted in the public's interest, and is consistent with federal and state law.

The zone text amendment has evolved through a process of public engagement with the entire community, review of regulations adopted by other jurisdictions in Southern California and is adopted in the public's interest to address concerns and issues brought to the City by residents. The regulations are based on current law and precedent established in the State of California.

Section 2. In view of all the evidence in the record and based on the foregoing findings, the City Council hereby approves the Zone Text Amendment.

Section 3. Chapter 17, Article II, Subsection (B) of Section 17-10 of the Oxnard City Code relating to the R-B-1, Single-Family Beach, Sub-Zone is hereby amended to read as follows:

"(10) Short-term rentals consistent with Section 17-53."

Section 4. Chapter 17, Article II, Subsection (B) of Section 17-11 of the Oxnard City Code relating to the, R-W-1, Single-Family Water-Oriented, Sub-Zone is hereby amended to read as follows:

"(10) Short-term rentals consistent with Section 17-53."

Section 5. Chapter 17, Article II, Subsection (B) of Section 17-12 of the Oxnard City Code relating to the, R-W-2, Townhouse Water-Oriented, Sub-Zone is hereby amended to read as follows:

"(10) Short-term rentals consistent with Section 17-53."

Section 6. Chapter 17, Article II, Subsection (B) of Section 17-13 of the Oxnard City Code relating to the R-2-C, Coastal Multiple-Family, Sub-Zone is hereby amended to read as follows:

"(10) Short-term rentals consistent with Section 17-53."

Section 7. Chapter 17, Article II, Subsection (B) of Section 17-14 of the Oxnard City Code relating to the R-3-C, Coastal Medium Density Multiple-Family, Sub-Zone is hereby amended to read as follows:

"(10) Short-term rentals consistent with Section 17-53."

Section 8. Chapter 17, Article II, Subsection (B) of Section 17-15 of the Oxnard City Code relating to the CPC, Coastal Planned Community Sub-Zone is hereby amended to read as follows:

"(3) Short-term rentals consistent with Section 17-53."

Section 9. Chapter 17, Article II, Subsection (B) of Section 17-25 of the Oxnard City Code relating to the R-BF, Beachfront Residential Sub-Zone is hereby amended to read as follows:

"(9) Short-term rentals consistent with Section 17-53."

Section 10. Section 17-53 is hereby added to Article IV of Chapter 17 of the Oxnard City Code to read as follows:

"**SEC. 17-53 SHORT-TERM RENTAL UNITS**

(A) Purpose And Intent.

The purposes of short-term rental unit regulations are to establish standards and requirements for the temporary rental of dwellings as accessory uses in order to: (1) ensure that the use of dwellings as short-term rental units does not adversely impact long-term housing opportunities in the City of Oxnard; (2) ensure that short-term rental units are

compatible with surrounding land uses; and (3) protect the health, safety and welfare of the short-term rental units' renters, occupants, neighboring residents, as well as the general public and environment.

(B) Definitions.

When used in this Article, the following words shall have the meanings ascribed to them as set forth herein.

Homeshare – A dwelling which is the primary residence of an owner who possesses at least a twenty percent ownership interest in the subject parcel, with any portion of the dwelling rented for a period less than thirty consecutive days when said owner is physically present in the same dwelling, with no meals or food provided to the renter or renters. A homeshare is not considered a home occupation. Use of a dwelling for occasional home exchange is not considered a homeshare.

Owner – A person with a full or partial fee title ownership interest in the subject property. For a property held in a trust, each trustee (but no trust beneficiary) is considered an owner.

Primary Residence – A dwelling which is the owner's main living location as evidenced by the owner's address-of-record for official documents such as the property's title, income tax returns, voter registration, or a current property tax bill.

Rent – The terms rent, rented and rental mean allowing use of a dwelling or property, or any portion thereof, in exchange for consideration in any form.

Short-term Rental - The rental of a residential unit for a period less than thirty (30) consecutive calendar days. Short-term rentals include both homeshares and vacation rentals.

Vacation Rental – A dwelling, any portion of which is rented for a period less than thirty consecutive days when the owner is not physically present, with no meals or food provided to the renter or renters. A vacation rental is not considered a home occupation under this Section. Use of a dwelling for occasional home exchange is not considered a vacation rental.

(C) Vacation Rental Permit Cap.

The number of vacation rental permits shall be limited by a 5% cap per General Plan neighborhood as established in the City of Oxnard Neighborhood Map adopted as Figure 3-4 in the 2030 General Plan or its successor document. The number of vacation rental permits shall also be limited to 5% in the Residential Beach Front (R-BF) zone. The total number of vacation rental permits issued to residential dwellings in the City and the R-BF

zone shall not exceed 5% of the total dwelling units in each neighborhood or zone. If no short-term rental permits are available pursuant to the cap on short-term rentals, the Director or designee shall place interested property owners on a waiting list in the order in which they were received. If a permit becomes available, applications shall be accepted and reviewed in the order they are listed on the waiting list, subject to Subsection (K).

(D) Separation Requirement.

No Vacation Rental shall be issued a permit when a Vacation Rental permit has already been issued to another property within 100 feet of the proposed Vacation Rental. The 100 feet is to be measured horizontally from the lines of property ownership as established by the legal description for the property on record with the County of Ventura.

(E) Maximum Rental Period

Vacation rentals shall be limited to a maximum of 100-day annual cap per calendar year. Vacation rentals which are only used for a partial day (i.e. arrival and departure days) shall be rounded up and counted as a full day.

(F) Permit Required.

1. Except as expressly authorized by this Article, no dwelling, property or any portion thereof shall be rented for a term of less than thirty consecutive days. Renting for less than thirty days pursuant to a purported longer-term lease or by other means intended to evade compliance with this Article is prohibited.

2. A valid permit issued by the City pursuant to this Article is required in order for any person that seeks or receives any rent, payment, fee, commission or compensation in any form, to rent, offer for rent, advertise for rent, or facilitate the rental of a homeshare or vacation rental.

3. A short-term rental permit authorizing a vacation rental or homestay shall be issued or renewed by the Community Development Director, or designee if the following minimum findings are met.

    a. The property is compliant with all State and Local codes.
    b. The property complies with the requirements of this Article.
    c. There is no substantial evidence of nuisance behavior from the location.
    d. Issuance of the permit will not exceed the neighborhood cap pursuant to 17-53 (C).

4. The Community Development Director shall have the authority to impose additional standards and/or conditions to short-term rental permits as necessary to achieve the objectives of the Article.

(G) Limited Term.

1. Permits for short-term rentals shall be issued or renewed for a maximum term of one year. All permits shall contain the following provision: "This permit shall expire no later than one year after the date of issuance, and is subject to revocation for violation or noncompliance with the requirements or any other applicable provision of the Oxnard City Code."

2. Permit holders that remain in good standing and apply for a renewal permit prior to the expiration of their current permit will be granted a renewal permit. If a permit expires, the request for a permit would be treated as a new permit subject to any established waiting lists.

(H) Owner Requirements And Limitations.

1. Permits may only be issued to the owner(s) of the homeshare or vacation rental property, and shall automatically expire upon sale or transfer of ownership of the property, in whole or in part. All permits shall include the following provision: "This permit shall automatically expire upon sale or transfer of the property, in whole or in part, or as stated in Section F. whichever comes first."

2. A permit may only be issued for a homeshare or vacation rental property if no owner of the subject homeshare or vacation rental property is also the owner of another homeshare or vacation rental property that is currently permitted under this Article. In addition, if a property contains multiple dwelling units that have not been subdivided pursuant to the subdivision map act (e.g., a duplex, cottages or apartments), only one dwelling unit on the property is eligible for permitting as a homeshare or vacation rental under this Article.

(I) Ineligible Dwellings, Structures and Spaces.

No permit for a homeshare or vacation rental shall be issued for any of the following dwellings:

1. A dwelling subject to a City-imposed covenant, condition or agreement restricting its use to a specific purpose including but not limited to an affordable housing unit, farmworker housing, a superintendent or caretaker dwelling.

2. A dwelling on property fully or partially owned by a corporation, partnership, limited liability company, or other legal entity that is not a natural person, except in the event every shareholder, partner or member of the legal entity is a natural person as established by documentation (which shall be public record) provided by the permit applicant. In the event this exception applies, every such natural person shall be deemed a separate owner of the subject dwelling and property for purposes of this Article.

3. A dwelling on property owned by six or more owners, unless each owner shares common ancestors.

4. A dwelling or structure that has not, if legally required, obtained a full building final inspection or been issued a valid certificate of occupancy by the City Building Official.

5. A mobile home located in a mobile home park.

6. Space in a yard or on a balcony. Camping in a backyard or on a balcony as a form of STR is prohibited.

7. A vehicle, to include an RV, car or boat. Use of a vehicle as a form of STR is prohibited.

8. Those 440 units in the Planned Development Community known as The Colony at Mandalay Beach.

9. An Accessory Dwelling Unit.

(J) Pre-Permitting Inspection.

Prior to the initial issuance of a permit under this Article, the City Building Official or designee shall conduct an inspection to determine the number of bedrooms within the unit and ensure the dwelling and site comply with the provisions of this Article and other applicable building and zoning codes and regulations regarding parking, access, fire, and other relevant health and safety standards. If any violation is identified during the inspection, no permit shall be issued under this Article until the violation(s) is abated.

(K) Permit Application, Processing And Fees.

1. Applications for the initial issuance and renewal of permits under this Article shall meet the form and content requirements as established by the Community Development Director or designee.

2. Each application shall include a floor plan showing all rooms with each room labeled as to room type and a site plan depicting the location of all on-site parking and existing structures and describing the use of all existing structures.

3. Each application shall include a nuisance response plan containing the information required by Subsection L.

4. Each application shall include a mailing list for notifications pursuant Subsection N(2) along with fees as set forth in the Planning Division fee schedule.

5. Each application shall include an affidavit in a form provided by the Community Development Director or designee, signed by each owner of the subject property, agreeing to comply with the operational standards of Subsection (M) and the property management requirements of Subsection (N) should the permit be issued. The affidavit form shall also include the following statement: "The City considers the short-term rental of dwellings to be businesses that are operated in residential zones. Short-term rentals are not a by-right use. Instead, they are only allowed if operated in strict compliance with the rules and requirements of Chapter 17, Article IV, Section 17-53 of the Oxnard City Code. Violations are grounds for permit revocation, fines, and/or criminal prosecution."

6. For a homeshare only, annually provide to the Planning Division proof of a homeowner's exemption from the County Assessor and a fully-executed statement that the property is owner occupied.

7. An annual permit fee authorized by the fee schedule applicable to the Planning Division may be collected upon the filing of an application to cover the City's costs of administering this Article

8. Prior to permit issuance under this Article, the applicant shall: (i) pay all applicable City fees; (ii) provide contact information for the owner of a homeshare, or designate and provide contact information for one or two property managers of a vacation rental, pursuant to Subsection (L); (iii) provide a fully-executed affidavit pursuant to Subsection (K)(5); (vi) provide proof of compliance with the applicable business tax and licensing, and transient occupancy tax, requirements pursuant to Subsection (N)(6); (v) for a homeshare only, proof of homeowner's exemption and statement that property is owner occupied pursuant to Subsection (K)(6) ; (vi) provide proof of insurance pursuant to Subsection (N)(7); and (vii) provide the fully-executed defense and indemnification agreement pursuant to Subsection (N)(8).

9. Notwithstanding any other provision of this Article, no public hearing shall be conducted regarding permit applications under this Article. Decisions of the

Community Development Director or designee on permit applications to approve a short-term rental permit are final when rendered and are not subject to appeal.

(L) Nuisance Response Plan

Each nuisance response plan accompanying a vacation rental application shall contain the following information and otherwise be in a form required by the Community Development Department.

1. The mailing address and telephone number of the owner or owners of the residential dwelling unit or units to be used as a vacation rental pursuant to the permit.

2. The name, address and telephone number of the person or persons who will be available by telephone, and who will be responsible for promptly responding to or causing a prompt response to a nuisance complaint arising out of the occupancy or use of the vacation rental by tenants, their visitors and/or their guests. For the purposes of this Section, a return telephone call to a complainant shall be deemed "prompt" when:

   a. Between the hours of 7:01 a.m. and 9:59 p.m. the call to contact the renter to correct the problem is made within thirty minutes of receiving the initial complaint;
   b. Between 10:00.p.m. and 7:00 a.m., the quiet hours, the call to contact the renter to correct the problem is made within fifteen minutes of receiving the initial complaint.

3. No more than a total of three persons shall be designated in the response plan as a person responsible for responding to or causing a response to a nuisance complaint; and

4. Only one such person shall be designated as the person responsible for responding to a nuisance complaint during any particular hours of the day, different days in a week, and/or different weeks of the year.

5. The manner of responding to or causing a response to a nuisance complaint, including but not limited to the manner in which the complainant or complainants will be notified of the response and the method of documenting prompt responses and timely corrective action.

6. The manner of assuring timely corrective action to remedy the conditions that caused the nuisance complaint. For the purposes of this section "timely corrective action" shall include, at a minimum, a telephone call to the primary adult occupant of the short-term vacation rental within 30 minutes of the initial nuisance complaint.

(M) Operational Standards.

The following minimum operational standards apply to all homeshares and vacation rentals. All owners, renters, occupants and visitors of homeshares and vacation rentals shall comply with the operational standards. The owner(s) and permittee(s) of homeshares and vacation rentals are ultimately responsible for ensuring compliance with, and are liable for violations of, these operational standards.

1. Limits On Duration Of Stay.

    a. The property owner shall require all occupants of vacation rentals to agree to a minimum stay of no less than three nights.

    b. Vacation rental units may be rented for no more than 100 days during any calendar year.

2. Occupancy Limits.

    a. Vacation rental overnight occupancy shall be limited to a maximum of two persons per bedroom occupying up to five bedrooms, plus two additional persons, up to a maximum of ten persons.

    b. Homeshares shall have a maximum of two bedrooms available for rental. Overnight occupancy shall be limited to a maximum of five rental guests.

    c. Inclusive of the owner(s) in the case of homeshares, the maximum number of total persons allowed on the property at any time shall not exceed the maximum overnight occupancy plus six additional persons. No person who is not staying overnight at the homeshare or vacation rental shall be on the property during the quiet hours stated in Subsection (M).4.b.

    d. Homeshares and vacation rentals shall not be rented to more than one group at a time; no more than one rental agreement shall be effective for any given date.

    e. The primary occupant of a vacation rental shall be an adult 21 years of age or older. The primary occupant shall be legally responsible for compliance of all occupants of the unit and/or their guests with all provisions of this Article and/or this code.

3. Parking Requirements.

    1. Parking shall be provided on the property as follows:
        i. a minimum of one parking space for vacation rentals in a studio or one bedroom;

ii. a minimum of two parking spaces for homeshares and vacation rentals with two to four bedrooms; and

iii. a minimum of three parking spaces for homeshares and vacation rentals with five or more bedrooms.

2. Permitted garages and driveways on the property shall be unobstructed and made available for renter parking.

4. Noise.

a. No use or activity associated with a homeshare or vacation rental shall at any time create unreasonable noise or disturbance as provided in Chapter 7, Article XI – Sound Regulations of the Oxnard City Code.

b. Quiet hours shall be observed from 10:00 p.m. to 7:00 a.m.

c. No outdoor amplified music/sound shall be allowed during quiet hours when a property is being rented as a homeshare or vacation rental.

d. Pursuant to OCC Section 7-147.1 the sale, offer to sell, use, or possession of fireworks is prohibited in the City of Oxnard and use by a tenant or guest of an STR is also a violation of this Article.

5. Events And Activities.

No homeshare or vacation rental property shall be rented or used for any event or activity attended by more persons than are allowed on the property pursuant to Subsection (M)(2) that violates any noise standard of Subsection (M)(4), or that violates any other standard or requirement of this Article or any other local, state or federal law.

6. Refuse**.**

Adequate waste collection facilities and services shall be provided for a homeshare or vacation rental at all times. Waste bins and refuse shall not be left within public view, except in proper containers for the purpose of collection on the scheduled collection day(s). The waste collection schedule and information about recycling and green waste separation and disposal shall be included in the rental agreement and posted conspicuously inside the rental unit.

(N) Property Management Requirements.

The following minimum property management requirements apply to all homeshares and vacation rentals.

1. Owner/Property Manager Requirements.

   a. At all times a homeshare is rented out, a homeshare owner shall be onsite between the hours of 10:00 p.m. and 7:00 a.m., and within twenty-five miles of the property at all other times, to ensure compliance with the standards and requirements of this Article.

   b. At all times a vacation rental is rented out, the vacation rental shall have one or two designated property managers, one of whom shall be available at all times and within twenty-five miles of the property, to ensure compliance with the standards and requirements of this Article. An owner may serve as one of the property managers.

   c. Each application under this Article shall include the name, address, and telephone number(s) at which the property manager(s) can be reached at all times, along with the signature of each property manager. Any requested change to a designated property manager shall be made through a formal written request to the Community Development Director or designee, and shall include the signature of the proposed property manager and the desired effective date of the change. No change to a vacation rental's designated property manager shall take effect unless and until approved in writing by the Community Development Director or designee.

2. Permit Notification.

   a. The Planning Division shall provide a mailed notice of permit issuance, and of each permit renewal, to the owner of the subject property and the owners of all real property situated within a radius of 300 feet of the exterior boundaries of the Assessor's Parcel(s) which is the subject of the application.

   b. At a minimum, the notice of permit issuance shall include: (i) directions to view a copy of the nuisance response plan; and (ii) contact information for the Code Compliance Division.

3. Information In Rental Agreements

   a. Each rental agreement for a vacation rental or homeshare shall prominently display the following information:

      (1) The permitted occupancy and guest limits for both day and night;

      (2) Notification that quiet hours shall be observed between 10:00 p.m. and 7:00 a.m.;

(3) Notification that no outdoor amplified music or sound is allowed during quiet hours and a copy of Chapter 7, Article XI – Sound Regulations of the Oxnard City Code as may be amended from time to time;;

(4) Notification that the property cannot be used for events that exceed the applicable occupancy or guest limits, or that violate the quiet hours, noise standards or any other standard or requirement of this Article;

(5) The available number of onsite parking spaces, and notification that all parking shall occur on-site with no on-street parking allowed;

(6) The waste collection schedule and the tenant's responsibilities regarding waste collection.

(7) Notification that the sale, possession or use of fireworks in the City of Oxnard is prohibited.

4. Information in Advertising and Listings

a. Each advertisement and listing for a vacation rental or homeshare shall prominently display the following information:

(1) The City-issued land use permit number authorizing the homeshare or vacation rental under this Article;

(2) The current City issued Business License Tax Certificate identification number, if required for the operation.

(3) All advertisements for homeshares shall state that the unit is an owner-occupied dwelling, and the owner will be present in the home.

(4) The available number of onsite parking spaces, and notification that all parking shall occur on-site with no on-street parking allowed.

b. No advertisements or notices regarding the availability of a dwelling for homeshare or vacation rental use shall be posted on the property.

5. Posting Inside of Dwellings.

The following information, as well as all information required by Subsection (N)(3), shall be posted in a conspicuous location inside the dwelling within six feet of the main entrance of the homeshare or vacation rental:

a. The name and contact information for the designated property manager of a vacation rental or owner of a homeshare, and the telephone number(s) at which the person can be reached at all times;

b. The waste collection schedule and information about recycling and green waste separation and disposal;

c. Notification that the property owner, renter, and occupants are subject to criminal citation and fines, civil penalties and/or permit revocation for violations of the unit's occupancy limits, noise standards and other operational standards.

6. Business License; Business Taxes; Transient Occupancy Tax.

The owner of a vacation rental or homeshare shall acquire and maintain a valid City business license, timely pay annual business taxes evidenced by a business tax certificate, and obtain and maintain a valid City transient occupancy tax registration certificate and timely pay all required City transient occupancy taxes.

7. Insurance**.**

The owner shall maintain an insurance policy that includes coverage for commercial/business general liability with a minimum limit of $1,000,000 per occurrence for claims of personal injury or property damage. Proof of such insurance coverage shall be provided with each permit application under this Article, and shall be made available to the Community Development Director or designee upon request.

8. Defense And Indemnification.

All owners of a homeshare or vacation rental shall be jointly and severally responsible to defend and indemnify the City and all of its officials, employees and agents from and against all third-party claims, causes of action, fines, damages and liabilities of whatever nature arising from or related to the processing and issuance of a permit under this Article and/or from the operation of the homeshare or vacation rental. Upon submittal of a permit application under this Article, all owners of the homeshare or vacation rental shall execute a written agreement on a form provided by the Community Development Director or designee implementing this defense and indemnification requirement.

9. Record-Keeping.

The owner of a homeshare or vacation rental shall keep and preserve all records as may be necessary to demonstrate compliance with the standards and requirements of this Article. These records shall include but are not limited to all rental agreements entered into,

advertisements and online listings. The records shall be maintained during the term of the permit issued under this Article and subsequent renewal up to two years, and shall be made available in electronic format for the City's review upon request of the Community Development Director or designee.

(O) Inspection And Monitoring.

1. Inspections.

In addition to the pre-permitting inspection of a homeshare or vacation rental pursuant to Subsection (J), upon reasonable notice, City staff shall be given access to the dwelling and site to conduct an inspection during the term of the permit to ensure continued operation of the homeshare or vacation rental in compliance with the provisions of this Article and other applicable building and zoning codes and regulations regarding parking, access, fire, safety, and other relevant issues.

2. Inspection, Monitoring And Code Enforcement Costs.

City monitoring shall be required for each homeshare and vacation rental operation issued a permit. The permittee shall be responsible for all inspection and monitoring costs associated with the operation. Monitoring may be conducted by a third party compliance company hired by the City. The permittee shall also be responsible for any and all code enforcement costs, calculated at a full cost recovery rate, related to their property.

(P) Permit Fees

The Community Development Department shall assess fees for a short-term rental permit, as set by the City Council. Fees and deposits set forth in this Article may be adjusted each year by the City Council, reflecting the costs of administering the short-term rental permit, and enforcing the requirements of this Section.

(Q) Complaints And Violations.

1. Complaints.

a. Complaints regarding the condition, operation or conduct of the renters, occupants or visitors of a homeshare or vacation rental shall be directed to the vacation rental property manager or homeshare owner for investigation and resolution. The property manager or owner shall be available by phone at all times the dwelling is rented out as a homeshare or vacation rental.

b. Upon receipt of a complaint that any renter, occupant or visitor of a homeshare or vacation rental has created unreasonable noise or disturbance and/or potentially

violated any other operational standard of this Article the property manager or owner shall take all necessary actions to promptly resolve the issue, including by initially contacting the renter to correct the problem within thirty minutes, or within fifteen minutes during the quiet hours between 10:00 p.m. and 7:00 a.m., after the complaint is first received.

c. Within twenty-four hours after first receiving a complaint pursuant to subsection (b) above, the property manager or owner shall complete the online reporting form provided by the Community Development Director or designee to: (1) report and describe the complaint, including the time the complaint was first received; (2) describe all actions taken to resolve the issue, including the time each action was taken; and (3) describe the resolution or current status.

d. A property manager's or owner's failure to promptly resolve a complaint pursuant to subsection (b) above which the Planning Division deems to be valid, or to timely and fully report the complaint to the Community Development Director or designee on the online reporting form, shall each constitute a separate violation of this Article.

e. Individuals who file false reports of nuisance activities or other violations of this ordinance shall be subject to fine and prosecution pursuant to California Penal Code Section 148.5 and the complainant will be responsible for the costs associated with the service call by the Police Department or Code Enforcement.

2. Violations**.**

Each of the following acts or omissions related to the operation or use of a homeshare or vacation rental is unlawful and constitutes a violation of this Article. Owners are jointly and severally responsible and liable, along with any other responsible person, for each violation committed with respect to their homeshare or vacation rental. Each day a violation occurs constitutes a separate, additional violation:

a. Engaging in an act in violation of the permitting requirement of Subsection (F);

b. Failure to comply with an operational standard of Subsection (M);

c. Failure to comply with a property management requirement of Subsection (N);

d. Failure to comply with the complaint investigation, resolution and/or reporting requirements of Subsection (Q)(1); and

e. Failure to timely remit to the City any cost or fee pursuant to this Article

(R) Revocation or Suspension of Permit.

1. The Community Development Director may revoke, or suspend a vacation rental or homeshare permit for one or more of the following reasons:

   a. A property transfer triggering property tax reassessment pursuant to the California Revenue and Taxation Code Section 60 et seq., as determined by the Ventura County Assessor such that the vacation rental or homeshare permit associated with the property shall expire and shall also become nonrenewable at the time of the property transfer.

   b. The permittee has made a false, misleading or fraudulent statement of material fact in the application for the vacation rental or homeshare permit, in the information required to be submitted to the city, or in response to inquiries by the city.

   c. The permittee engaged in any of the following conduct related to this section that:

      (1) Resulted in a citation or conviction against the permittee;
      (2) Violated local, state or federal law;
      (3) Constituted a public nuisance;
      (4) Breached any condition, requirement, or restriction of the vacation rental or homeshare permit; or
      (5) Constituted a hazard to public peace, health, or safety.

   d. Failure to pass inspections required under the provisions of Subsection (J).

   e. Three or more verified and valid complaints of any violation of the Oxnard City Code, state or federal law, as determined by the Community Development Director, within a twelve-month period, shall be grounds for permit revocation.

2. A Vacation Rental Or Homeshare Permit May Be Revoked, Suspended, Or Additional conditions may be imposed by the Community Development Director by providing written notice to the permittee setting forth the basis of the intended action and giving the permittee an opportunity, within fourteen calendar days, to present responding information to the department of planning and community development.

3. After the fourteen-day period, the Community Development Director shall determine whether to revoke the permit, suspend the permit, or impose additional conditions upon the permit and thereafter, give written notice of its decision to the permittee. The permit shall be deemed to be valid until the written notice of the decision has been issued.

(S) Violations Declared A Public Nuisance.

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

(T) 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 person/s or entity to which the STR permit was issued and by tenants under contract to use the STR. 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 STR permit issued by the City, pending a hearing before the City Manager, or his/her designee(s).

(U) Criminal Penalties.

Each and every violation of the provisions of this Article may at the discretion of the District Attorney or City Attorney be prosecuted as an infraction or misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars ($1,000) for the first violation, two thousand dollars ($2,000) for the second violation, and three thousand dollars ($3,000) and revocation of the permit for a period of two years after which the property owner would have to reapply for the third violation each day a violation is committed or permitted to continue shall constitute a separate offense. The fine for operating an unlicensed and/or unpermitted STR shall be $5,000 per day.

(V) 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.

(W) Appeals.

A property owner or duly appointed designee may appeal a decision of the Community Development Director to deny, revoke, or suspend a short-term rental permit pursuant to Chapter 1, Article V-Administrative Hearings of the Oxnard City Code."

Section 11. If any subsection, sentence, clause, phrase or word of the Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such decision shall

not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed and adopted this Ordinance, and each and all provisions hereof, irrespective of the fact that one or more provisions may be declared invalid.

Section 13. Cumulative Ordinance. Nothing in this Ordinance shall be interpreted to allow any land use which is not expressly listed as permitted or conditionally permitted within the City's Zoning Code.

Section 14. The City Clerk shall certify as to the adoption of this Ordinance and shall cause summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this Ordinance in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on September 3, 2019, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this ____ day of ___, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Tim Flynn, Mayor

ATTEST:

By_____
Michelle Ascension, City Clerk

APPROVED AS TO FORM:

By_____
Stephen M. Fischer, City Attorney

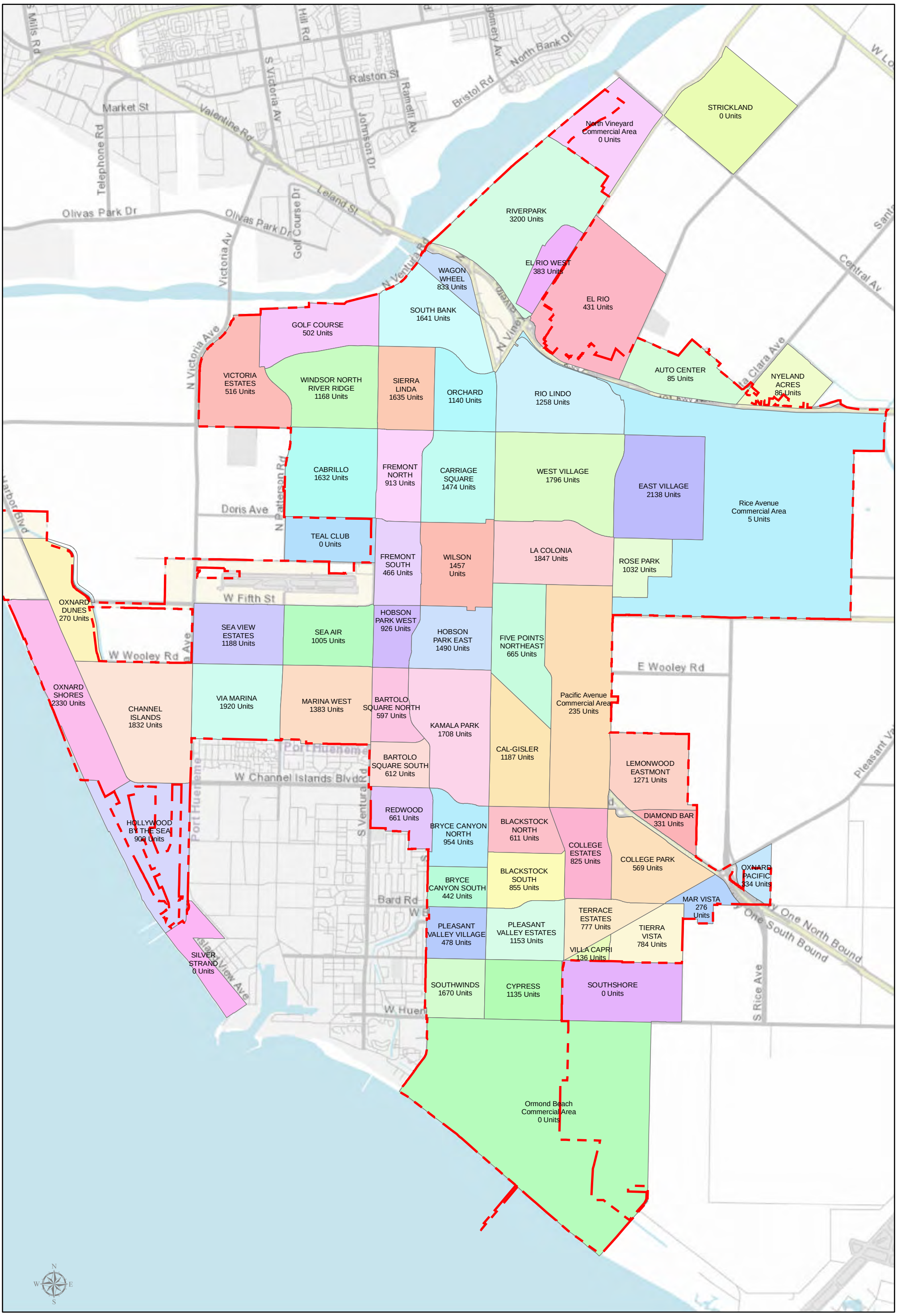
The following table summarizes results for the total number of STRs allowed by separation only and then by the 5% cap. (The numbers for the Oxnard Shores neighborhood have been adjusted to remove the 440 units within the Colony.)

Oxnard Shores (.35 square miles)		
Separation Radius	Number of Units by Separation	Number of units by 5% cap
100	408	81
150	217	81
200	134	81
250	91	81
Channel Islands (.3 square miles)		
Separation Radius	Number of Units by Separation	Number of units by 5% cap
100	350	92
150	186	92
200	115	92
250	78	92
Dunes (.03 square miles developed)		
Separation Radius	Number of Units by Separation	Number of units by 5% cap
100	39	14
150	21	14
200	13	14
250	8	14
Hollywood by the Sea (.06 square miles residential)		
Separation Radius	Number of Units by Separation	Number of units by 5% cap
100	74	19
150	39	19
200	24	19
250	16	19

	Total Coastal STRs	205
Riverpark (.35 square miles developed)		
Separation Radius	Number of Units by Separation	Number of units by 5% cap
100	467	160
150	248	160
200	154	160
250	104	160

CITY OF OXNARD NEIGHBORHOODS WITH NUMBER OF CITY RESIDENTIAL UNITS

ITEM #L-2



Created by:
CITY OF OXNARD
Geographic Information Systems Division
March, 2018

This map is compiled by the City of Oxnard GIS Division, which is developed and operated solely for the convenience of the City. The City does not make any representations or warranties regarding the use, accuracy, reliability, and/or completeness of this map and no decision involving a risk of economic loss or physical injury should be made in reliance thereon.

3,500 0 3,500 7,000 Feet

The R-BF zone. This zone only exists in the Oxnard Shores neighborhood. The zone is made up of 107 parcels. 14 of the parcels are currently vacant, undeveloped lots.

R-BF Zone

Attachment 6

OXNARD PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030

CITY OF OXNARD CALIFORNIA

NOTICE OF EXEMPTION

Project Description:
PZ 19-580-04 (ZONE TEXT AMENDMENT) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE OXNARD CITY CODE REGARDING SHORT-TERM RENTAL UNITS BY ADDING CHAPTER 16, ARTICLE XI AND AMENDING CHAPTER 16, ARTICLE III, DIVISION 2 BY ADDING SUBSECTION (19) TO SECTION 16-21 (B) TO THE RESIDENTIAL SINGLE-FAMILY ZONE, AND AMENDING CHAPTER 16, ARTICLE III, DIVISION 10, SECTION 16-148, TABLE 16-148 OF THE DOWNTOWN CODE, ADDING SHORT-TERM RENTALS AS AN ALLOWED, BY RIGHT RESIDENTIAL USE IN THE DT-E, DT-G AND DT-C ZONES; AND ADDING CHAPTER 17, ARTICLE IV, SECTION 17-53, AND AMENDING CHAPTER 17, ARTICLE II ADDING SUBSECTION (B) (10) TO SECTION 17-10. R-B-1, SINGLE-FAMILY BEACH, SUB-ZONE; SECTION 17-11. R-W-1, SINGLE-FAMILY WATER-ORIENTED, SUB-ZONE; SECTION 17-12. R-W-2, TOWNHOUSE WATER-ORIENTED, SUB-ZONE; SECTION 17-13. R-2-C, COASTAL MULTIPLE-FAMILY, SUB-ZONE; SECTION 17-14. R-3-C, COASTAL MEDIUM DENSITY MULTIPLE-FAMILY, SUBZONE; ADDING SUBSECTION (B) (3) TO SECTION 17-15. CPC, COASTAL PLANNED COMMUNITY SUB-ZONE; AND ADDING SUBSECTION (B) (9) TO SECTION 17-25. R-BF, BEACHFRONT RESIDENTIAL SUB-ZONE REGARDING SHORT-TERM RENTAL UNITS; AND AMENDING OXNARD CITY CODE CHAPTER 7, ARTICLE III, SECTION 7-56 TO ESTABLISH FINES FOR VIOLATION OF SHORT TERM RENTAL REGULATIONS FILED BY THE OXNARD COMMUNITY DEVELOPMENT DEPARTMENT, 214 S. C ST. OXNARD, CA 93030.

Finding:

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

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

Supporting Reasons: Short-term rentals are not currently an authorized use in the City of Oxnard but historically, dwellings have been used as short-term rentals for many years. In recent years the number of dwelling units being offered as short-term rentals has seen a significant increase. The impacts associated with the increase in short-term rentals such as noise complaints, trash, and parking have also been increasing. The zone text amendment

creates regulations to authorize short-term rentals of dwelling units and manages the associated impacts. The zone text amendment has no possibility of significantly affecting the environment as the use authorized by the zone text amendment is an existing, but unregulated use.

(Date)	Jeffrey Lambert Community Development Director

OXNARD

McClaren, Paul <paul.mcclaren@oxnard.org>

Housing & Economic Development Committee Meeting

1 message

[redacted] Fri, Sep 27, 2019 at 10:46 AM

To: tim flynn <tim.flynn@oxnard.org>
Cc: jeffrey.lambert@oxnard.org, paul mcclaren <paul.mcclaren@oxnard.org>, bryan macdonald <bryan.macdonald@ci.oxnard.ca.us>, carmen ramirez <carmen.ramirez@oxnard.org>, perellobert <perellobert@gmail.com>, oscar madrigal <oscar.madrigal@oxnard.org>, gabriela basua <gabriela.basua@oxnard.org>, vianeyforoxnard <vianeyforoxnard@gmail.com>

Mayor Flynn,

I want to thank you for supporting a 5% cap (min 1:11 below link). As you stated in the video, it is important to spread the STRs around.

We were concerned that if the Colony didn't have STRs, we in the Shores would end up with theirs.

Thank you,
Kathleen J. Guerrero, RN, MA

https://oxnardca.civicclerk.com/Web/Mobile/MobileVideo.aspx?id=227

Sent via the Samsung Galaxy S® 6 edge, an AT&T 4G LTE smartphone

ITEM #L-2

McClaren, Paul <paul.mcclaren@oxnard.org>

STR Addresses- Map dated 9-25-19

1 message

[redacted] Wed, Sep 25, 2019 at 11:14 PM

To: jeffrey.lambert@oxnard.org, paul.mcclaren@oxnard.org
Cc: timbflynn@gmail.com

Jeffery & Paul,

Attached please find an updated map & list of STR addresses. There are just 3 addresses I can't find. There are 68 STRs now. Just 2 more and we have reached our 5% cap here in the Shores depending on exactly how many housing units are in the Shores. I used 1400 as a close estimate. This does not include the Colony for which we are not a part of.

It is my sincere hope this information will provide a prompt and efficient start-up once the STR Ord is passed. Delays that the County of Ventura are experiencing are not acceptable. They had no idea there were no available Code Officers for hire. They are in the process of training some now. In all honesty, many voters are watching.

Kathleen J. Guerrero, RN, MA

STR Shores Count Address Map 9-25-19.docx
2030K

STRs IN THE SHORES as of 8-5-19 (revised 9-25-19)
& Breakdown by # of Bedrooms & Over Night Guests per Platform Listing:

Duplicates have been eliminated. I checked STRs on VRBO, REMAX, COLDWELL BANKER, HOTEL.COM

Disclaimer: Although I tried to be as thorough as possible, there could be errors and some omissions. This is only meant as a guide / estimate. Number of STRs can vary slightly daily.

Note: I can't find address for 3 STRs listed on platforms, so they are not on the map below.

There are about a handful of STRs that currently are not listed on platforms that were several months or a year ago. I did not include them.

3 STRs are for sale. Amount of days listed for sale next to address.

TOTALS RECAP:

STR TOTALS		**# OVER MAX PEOPLE IF 2 PER BR + 2 UP TO 10 MAX (noted with * below)**
6 BEDROOM=	2	2=100%
5 BEDROOM=	6	3=50%
4 BEDROOM=	27	7=26%
3 BEDROOM=	26	6=23%
2 BEDROOM=	7	1=14%
TOTAL=	**68 STRs in Shores**	**19 = 28% over limit for people**

68 STRs in 1400 Housing Units=4.86% (This 1400 is rounded and does not include the Colony)

SIX BEDROOM #2 _____

***VRBO 6 + 5 sleeps 25 5146 Neptune Sq**
https://www.vrbo.com/76490?noDates=true

Expedia 6 + 4 sleeps 12 1015 MBR (was on VRBO but not currently listed)
https://www.expedia.com/Oxnard-Hotels-1015-Mandalay-Beach-Road-Home-6-Bedrooms-4-Bathrooms-Home.h25096617.Hotel-Information

FIVE BEDROOM #6 _____

VRBO 5 +4 sleeps 10 1041 MBR
https://www.vrbo.com/291525?noDates=true

***VRBO, REMAX 5 + 4 sleeps 12 1417 Marine** sale pending 9/24/19 for sale 112 days
https://www.vrbo.com/1290467?noDates=true

***VRBO 5 + 5 sleeps 12 5247 Neptune Sq.**
(approx address-it is the penthouse)
https://www.vrbo.com/117567?noDates=true

VRBO, REMAX 5 + 3 sleeps 10 1130 Capri
https://www.vrbo.com/560166?noDates=true

***VRBO, REMAX 5 + 6 sleeps 12 1205 Capri**
https://www.vrbo.com/1350114?noDates=true

REMAX 5 + 5 sleeps 10 1409 Marine
https://www.vrbo.com/1027445?arrival=2019-11-30&departure=2019-12-07

FOUR BEDROOM #27 _____

VRBO, REMAX 4 +5 sleeps 8 1621 MBR
https://www.vrbo.com/906566?noDates=true

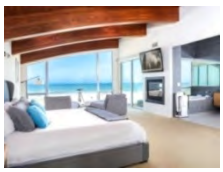
AIRBNB 4 +4 sleeps 8 1531 MBR
https://www.vrbo.com/4731374ha?arrival=2019-11-30&departure=2019-12-07

***VRBO 4 + 3 sleeps 12 1125 Capri**
https://www.vrbo.com/1109091?noDates=true

VRBO 4 + 3 sleeps 8 1037 MBR
https://www.vrbo.com/745072?noDates=true

***VRBO 4 +3 sleeps 14 4850 Amalfi**
https://www.vrbo.com/565355?noDates=true

VRBO 4 + 3 sleeps 10 5209 Whitecap
https://www.vrbo.com/933714?noDates=true



VRBO 4 + 3 sleeps 9 1013 MBR
https://www.vrbo.com/1063553?noDates=true

VRBO, REMAX 4 + 4 sleeps 10 5430 Reef
https://www.vrbo.com/738647?noDates=true

***VRBO, AIRBNB 4 + 3 sleeps 14 5115 Amalfi Way**
https://www.vrbo.com/563501?noDates=true

VRBO 4 + 3 sleeps 8 871 MBR
https://www.vrbo.com/1609352?noDates=true

***VRBO, REMAX 4 + 4 sleeps 12 5245 Wavecrest** For Sale as of 9-24-19 past 14 days
https://www.vrbo.com/493972?arrival=2019-11-30&departure=2019-12-07

VRBO, Hotels.com 4 + 5 sleeps 10 1551 MBR
https://www.vrbo.com/1010450?noDates=true

VRBO 4 + 2 sleeps 8 5239 Breakwater
https://www.vrbo.com/856729?noDates=true

VRBO, REMAX 4 + 3 sleeps 10 1235 Capri
https://www.vrbo.com/491349?noDates=true

VRBO 4 + 3 sleeps 10 1239 Capri
https://www.vrbo.com/255422?noDates=true

***VRBO, AIRBNB 4 + 3 sleeps 12 5144 Beachcomber way**
https://www.vrbo.com/1434948?arrival=2019-11-30&departure=2019-12-07
(Zillow says 3 beds 3.5 baths)

VRBO, REMAX 4 + 4 sleeps 8 1061 MBR
https://www.vrbo.com/683626?noDates=true

VRBO 4 + 3 sleeps 10 1030 MBR
https://www.vrbo.com/876614?arrival=2019-11-30&departure=2019-12-07

VRBO 4 + 3 sleeps 10 5147 Terramar
https://www.vrbo.com/410652?arrival=2019-11-30&departure=2019-12-07

***VRBO 4 + 3 sleeps 12** 5016 Amalfi
https://www.vrbo.com/7900153ha?noDates=true

VRBO 4+3 sleeps 10 5212 Reef Way
https://www.vrbo.com/1671507?noDates=true

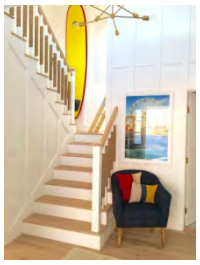
VRBO, REMAX 4 + 8 sleeps 8 1451 Marine
https://www.vrbo.com/1459432?arrival=2019-11-30&departure=2019-12-07

VRBO 4 + 3 sleeps 8 5305 Seabreeze
https://www.vrbo.com/680252?arrival=2019-11-30&departure=2019-12-07

VRBO 4 + 2 sleeps 9 5121 Seabreeze

VRBO, REMAX 4 + 4 Sleeps 8 1245 Capri (for sale 202 days)
https://www.vrbo.com/597053?noDates=true

Airbnb 4 + 3 sleeps 8 5205 Wavecrest (address added 9-25-19)
https://www.airbnb.com/rooms/18107411?location=Oxnard%2C%20CA%2C%20United%20States&adults=8&children=0&checkin=&checkout=&source_impression_id=p3_1569443686_2bxsY6pKVp8taPGO



***VRBO 4 + 3 sleeps 12 1101 Capri Way (added 9-25-19)**
https://www.vrbo.com/1016813?arrival=2019-11-30&departure=2019-12-07

THREE BEDROOM #26 _____

***Coldwell B 3 + 2 sleeps 9 5227 Sealane**

VRBO 3 + 2 sleeps 7 5102 Marlin
https://www.vrbo.com/841786?arrival=2019-11-30&departure=2019-12-07

AIRBNB 3 + 2 sleeps 8 5129 Whitecap

REMAX 3 +2 sleeps 7 5306 Reef Way

***VRBO 3 + 3 sleeps 10 5111 Seabreeze**
https://www.vrbo.com/287739?arrival=2019-11-30&departure=2019-12-07

VRBO 3 + 3 sleeps 8 5355 Beachcomber
https://www.vrbo.com/875040?noDates=true

VRBO 3 + 2 sleeps 6 4919 Marlin
https://www.vrbo.com/1119055?noDates=true

***VRBO 3 + 2 sleeps 12 5001 Terramar**
https://www.vrbo.com/659332?noDates=true

VRBO 3 + 2 sleeps 6 5224 Terramar
https://www.vrbo.com/1672046?arrival=2019-11-30&departure=2019-12-07

VRBO, AIRBNB 3 + 2 sleeps 7 5200 Reef (address added 9-25-19)
https://www.vrbo.com/1332302?noDates=true

VRBO 3 + 2 sleeps 8 5201 Wavecrest
https://www.vrbo.com/621557?noDates=true

VRBO, REMAX 3 + 2 sleeps 8 1231 Capri
https://www.vrbo.com/1343246?noDates=true

VRBO, REMAX 3 + 3 sleeps 8 5128 Moonstone
https://www.vrbo.com/636099?noDates=true

VRBO 3 + 2.5 sleeps 8 5008 Terramar
https://www.vrbo.com/884476?noDates=true

VRBO 3 + 2 sleeps 4 condo MBR & Nautilus
https://www.vrbo.com/4366367ha?noDates=true

***VRBO, REMAX 3 + 2 sleeps 12 1150 MBR**
https://www.vrbo.com/1042718?arrival=2019-11-30&departure=2019-12-07

VRBO, REMAX 3 + 2 sleeps 6 5235 Sealane
https://www.vrbo.com/1491293?noDates=true

VRBO 3 + 2 sleeps 6 4855 Oceanaire
https://www.vrbo.com/1327488?noDates=true

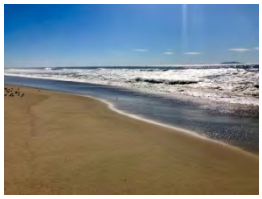
VRBO, REMAX 3 + 3 sleeps 6 5355 Driftwood
https://www.vrbo.com/721071?noDates=true

***VRBO 3+2 sleeps 9 condo 5223 Driftwood**
https://www.vrbo.com/1602845?noDates=true

VRBO 3+2 sleeps 6 apartment 5151 Neptune (apartment on south side)
https://www.vrbo.com/1722133?arrival=2019-11-30&departure=2019-12-07

VRBO, REMAX 3 + 2 sleeps 6 5324 Breakers added 9-25-19
https://www.vrbo.com/1752597?noDates=true

VRBO 3 + 2 sleeps 7 4921 Island View (added 9-25-19)



VRBO 3 + 2 sleeps 6 (Zillow says 2 + 2) 5522 Driftwood
https://www.vrbo.com/1092308?noDates=true

***Coldwell 3 + 2 sleeps 10** 5127 Corbina (added 9/25/19)

???? 3 +2 sleeps ? townhouse 5221 Driftwood (noted by neighbor but can't find pic)

TWO BEDROOM #7_____

VRBO, REMAX 2+2 sleeps 6 1366 Neptune
https://www.vrbo.com/636072?noDates=true

***VRBO 2 + 2 sleeps 10 5248 Neptune Sq (approx address)**
https://www.vrbo.com/966960ha?arrival=2019-11-30&departure=2019-12-07

VRBO, REMAX 2 + 2 sleeps 6 1364 Neptune
https://www.vrbo.com/636083?noDates=true

Coldwell B. 2 + 2 sleeps 6 condo 5120 Neptune sq

Coldwell B 2 + 2 sleeps 6 condo 5121 Neptune sq

AIRBNB 2 +3 sleeps 6 Seahorse can't find address

AIRBNB 2 + 2 sleeps 6 townhouse Neptune ???can't find address

---

DUNES ON VRBO - Not included in report, There are others but these show up in Shores on various maps

VRBO 3 + 2 sleeps 9 Dunes

AIRBNB 2 + 1.5 sleeps 7 townhouse (can't find address)
VRBO
https://www.vrbo.com/430706?arrival=2019-11-30&departure=2019-12-07

TIME SHARES ON VRBO

VRBO 2 +1 sleeps 6 condo MBR near Neptune **Time share???**

VRBO 2 + 2 sleeps 6 time share

VRBO 1 + 2 condo sleeps 6 time share

AIRBNB 2 + 1.5 sleeps 7 townhouse Dunes St in Dunes

STR Processing Guidelines

Policy

No existing Oxnard STRs are currently operating under any regulations. All STRs operating prior to March 25, 2019, may continue operating for a 12-month period after the effective date of the City Council's respective ordinances; however, all STRs (even if they do not comply with the ownership, separation or cap provisions provided in the draft ordinances) would be required to file for a temporary STR permit and demonstrate compliance with Occupancy Limits, Parking Requirements, Noise standards, and Refuse standards to receive a temporary STR permit.

- Before the 12-month period expires, and within an application submittal window determined by the Community Development Director, all STR owners must submit an STR application to be eligible to participate in an application vetting process and STR allocation process.
  - The applications would be vetted for consistency with the STR Processing Guidelines (Attachment 4), and applications that do not score enough points would be removed from further consideration. The applications that do score enough points would move forward into an STR permit allocation process.
  - The allocation process, to be determined by the Community Development Director, would likely be based on a first-come-first-served basis (based on the date and time the "Allocation Pool Eligibility" letter was issued) or be based on a random lottery conducted in a public setting. During the allocation process, the Community Development Director would institute the ownership, separation and cap provisions embedded within the draft ordinances. This means that applications that are consistent with the STR Processing Guidelines and operational standards may be knocked out of consideration by STR permits that have already been allocated.
- STR owners who are not successful in obtaining an STR permit, or meet all requirements of the ordinances, would be required to cease and desist STR operations by the close of the 12-month period.
- Future STR applications would be accepted and processed within an annual application "open enrollment" period as included within the STR Processing Guidelines.

Process

1. Community Development Director to establish and publicize an STR "Open Enrollment" period and publish STR Processing Guidelines.
2. Applicant to Schedule and Attend Application Submittal Appointment.
   - Submittal requirements:
     - STR Application Completeness Requirements
       - The owner of the property must be identified on this form. If the property is owned by a trust, LLC, LP, etc. then the articles of incorporation or trust

         the document must be provided that lists all trustees, officers, etc. and the application must include a statement per the code, that is signed by all parties.

- Plans (Site Plan & Floor Plan/s)
  - Includes the location of the indoor signage, location of trash bins behind screening, location of parking, clearly labeled bedrooms, etc.
- Nuisance response plan
- Mailing labels or pay fee
- Affidavit of compliance
- Homeowners exemption from County (homeshares only)
- Service call report from Oxnard Police Department
- Fees and deposits

3. Planning staff to request and Finance Department to provide Transient Occupancy Tax (TOT) Report.
4. Planning staff to request and Police Department to provide Neighborhood Crime Statistics Report. Police Department to provide analysis of Service call report.
5. Planning staff to request inspection by Code Enforcement of the property to determine the accuracy of plans submitted with the application and compliance with the Oxnard City Code.
6. If the applicant paid the City for the radius map and labels, then request these from the administrative team.
7. Planner reviews application materials and issues a “Determination of Application Incompleteness” or “Determination of Application Completeness”
   - If Incomplete Planning staff to provide a letter stating deficiencies. Applicant to provide revised materials to correct deficiencies. Applicant to schedule resubmittal appointment.
   - If Complete, Planning staff to screen the application using the following point system:
     - All applications begin with 100 points.
       - If the property has not been paying TOT, deduct 5 points.
       - If the property has had a Code Enforcement Notice of Violation in the past 12 months, deduct 5 points per Notice of Violation.
       - If the property has had a valid nuisance complaint as determined by the Police Department, deduct 5 points per each validated complaint.
       - If the crime statistics report shows a crime level above the average for residential neighborhoods in Oxnard, deduct 5 points.
       - Applications with less than 80 points will be denied.
8. Planning staff to prepare and send the “Allocation Pool Eligibility” letter to the applicant.
9. Community Development Director to Allocate STR Permits consistent with pre-determined protocols.
10. STR Permit Action:
    - If approved, STR Permit issued and provided to the applicant.

      - The letter will include requirements for the applicant to complete their business license within 15 days of notification, provide the temporary license certificate or receipt once complete, and send in a copy of the certificate when it is received. Additionally, the applicant must register with the Finance Department to pay TOT and provide staff with proof of registration also within 15 days.
      - Planning staff to send notice of permit issuance to all property owners and occupants within a 300’ radius of a registered STR.

- If denied, suspended or revoked, an Appeal application and supporting materials can be filed.
    - Hearing Officer to review the appeal within 15 days of Appeal application being filed.

Short Term Rental Ordinance
Article XI of Chapter 16
and
Section 17-53 of Chapter 17

Jeffrey Lambert, Community Development Director
Paul McClaren, Associate Planner

City Council
November 5, 2019

Purpose of Agenda Item

- Seek City Council approval of Ordinances that would regulate Short Term Vacation Rentals (STRs) in the City of Oxnard consistent with the recommendations of the City Council Housing and Economic Development Committee

Summary of Outreach Efforts

1. March 2016: online community survey
2. August 16, 2016: community workshop
3. November 3, 2016: Planning Commission study session
4. June 1, 2017: Planning Commission public hearing
5. February 26, 2019: Housing and Economic Development Committee (HEDC) meeting
6. March 25, 2019: City Council special meeting
7. July 9, 2019: HEDC meeting
8. August 1, 2019: Planning Commission public hearing
9. September 24, 2019: HEDC meeting

Summary of Key Ordinance changes from the Sept 24th HEDC Meeting

Staff's Recommendation:

1. Add 100-foot separation between STRs
2. Add 5% cap in the R-BF zone
3. Limit annual STR rental days to 100 days
4. Require property manager/owner to be within 25 miles of the STR
5. Prohibit outdoor amplified music during quiet hours
6. Include number of on-site parking space in STR ads
7. Increase fines to $1,000 (1st violation), $2,000 (2nd violation), and $3,000 and revocation (3rd violation). Unpermitted STRs would incur a $5,000 fine.
8. Prohibit STRs in the Colony.

Summary of recommendations (part 1)

The table summarizes recommendations made at the recent public meetings and adjustments made to the ordinances.

	Staff Recommended July 9, 2019	HEDC Outcome July 9, 2019	PC Recommended August 1, 2019	HEDC Recommendation Sept. 24, 2019	Staff Recommendation Nov. 5, 2019
1.	No separation requirement	Analyze 300' & 500' separation requirement	300' Separation between STRs	Provide Analysis of 100' & 200' Separation between STRs	Ordinance includes a 100' separation between STRs
2.	No caps	5% cap per General Plan neighborhood	5% cap on STRs in R-BF zone 5% cap Citywide by neighborhood	Supported the PC Recommendation	Ordinance includes a 5% cap in the R-BF zone
3.	No Limit	2 Council Members supported a 180-day cap, 1 Council Member did not support a cap	100-day annual cap per year vs. recommended 180-day cap per year	1 Council Member expressed support, 1 Council Member did not support, and the 3rd Council Member was absent.	Ordinance includes a 100-day annual cap per year

Summary of recommendations (part 2)

	Staff Recommended July 9, 2019	HEDC Outcome July 9, 2019	PC Recommended August 1, 2019	HEDC Recommendation Sept. 24, 2019	Staff Recommendation Nov. 5, 2019
4.	40 miles included in the ordinance	This was not discussed	Distance of property manager/owner (25 miles vs. 40 miles)	Supported the PC Recommendation	Ordinance changed to 25 miles
5.	No outdoor amplified music during quiet hours included in the ordinance	This was not discussed	No outdoor amplified music	No outdoor amplified music during quiet hours otherwise the existing sound regulations apply (OCC Section 7-185)	Ordinance includes prohibition of amplified music outdoors during quiet hours.

Summary of recommendations (part 3)

	Staff Recommended July 9, 2019	HEDC Outcome July 9, 2019	PC Recommended August 1, 2019	HEDC Recommendation Sept. 24, 2019	Staff Recommendation Nov. 5, 2019
6.	Parking required based on bedroom count included in ordinance. Aligns with existing code	This was not discussed	Prohibit STRs from using on-street parking	Support requiring specific number of on-site parking spaces & requirement to include the number of on-site spaces in advertisements and contracts.	Ordinance includes a requirement to include the number of parking spaces in the advertisement and contract.
7.	The fines conform to existing civil fines in the OCC.		Escalating fines	Supported the PC Recommendations	Ordinance includes escalating fines and zone text amendment expanded to include adjustment to OCC7-56 to allow for the escalating fines.

Santa Monica - STRs and Commerce Clause

- October 3, 2019 - Ninth Circuit Appellate Court opinion filed regarding Santa Monica's banning of short-term rentals and only allowing homeshares.
  - Santa Monica has explicitly banned STRs since May 2015.
  - Plaintiffs claimed Santa Monica's ban on STRs violated the dormant Commerce Clause (discriminated against or burdened the interstate flow of commerce).
  - The Ninth Circuit held that Santa Monica's ban on short-term rentals did not violate the dormant Commerce Clause and upheld the trial court's dismissal of the lawsuit.
  - The decision does not reference the Coastal Act, and the Coastal Commission was not a party to the lawsuit.
  - This case has no direct impact on the City of Oxnard's pending STR regulations

Recommendation

That the City Council:
Introduce and waive the first reading of the following Ordinances by title only approving amendments to Chapters 7 (Nuisances), 16 (Zoning Code) and 17 (Coastal Zoning) of the Oxnard City Code.

CITY OF OXNARD CALIFORNIA

Discussion

Separation Analysis (Coastal Zone)

Oxnard Shores (.35 square miles)		
Separation Radius	Number of Units by Separation	Number of units by 5% cap
100	408	81
150	217	81
200	134	81
250	91	81

1611 eligible units (excludes 440 units from The Colony at Mandalay Beach)

Channel Islands (.3 square miles)		
Separation Radius	Number of Units by Separation	Number of units by 5% cap
100	350	92
150	186	92
200	115	92
250	78	92

1832 eligible units

Dunes (.03 square miles developed)		
Separation Radius	Number of Units by Separation	Number of units by 5% cap
100	39	14
150	21	14
200	13	14
250	8	14

270 eligible units

Hollywood by the Sea (.06 square miles residential)		
Separation Radius	Number of Units by Separation	Number of units by 5% cap
100	74	19
150	39	19
200	24	19
250	16	19

380 eligible units

5% Cap in R-BF Zone

- Planning Commission recommended that the 5% cap be applied specifically to the R-BF zone (in addition to the staff recommended 5% cap within each General Plan Neighborhood).
  - R-BF zone has 107 lots, 93 with existing single family homes and 14 undeveloped lots.
  - Currently 16 STRs operating in the zone or 17% of the zone.
  - Adoption of the 5% cap would reduce the number of STRs by 69% to 5 STRs.
- The ordinance has been adjusted to include a 5% cap in the R-BF zone.

Additional recommendation of HEDC

The Colony at Mandalay Beach, a Planned Development Community, is added to those units that are not eligible for STR permits as it is a unique development area not suited for STRs.

Maximum number of rental days (100 vs 180 days)

- July 9, 2019 - HEDC meeting, 2 committee members supported a 180-day max per year and 1 committee member didn't feel a limit was necessary.
- August 1, 2019 - Planning Commission recommended maximum number of rental days in a vacation rental unit be reduced from 180-days to 100-days during any calendar year.
- September 24, 2019 - HEDC meeting only two committee members were able to attend. 1 committee member supported a 100-day maximum per year, 1 committee member did not support this maximum.
- The ordinance has been modified to reflect a 100-day maximum per year.

Current Operators

- The separation requirement and 5% cap in the R-BF zone guarantee that some current operators will not be allowed to continue to operate as STRs.
- The ordinance will allow current operators that can demonstrate that they were operating prior to March 25, 2019, that have the required parking, are compliant with occupancy limits, refuse and noise standards to receive a 12 month STR permit even if they do not comply with the ownership, separation or cap provisions.
- This permit could not be renewed.

Application Processing

- Once the ordinance is effective the application process will include an open enrollment period. Using established guidelines the applications will be vetted, scored, and selected via a lottery or first-come-first-served selection process as determined by the Community Development Director.

Application Processing (cont.)

- STR owners who are not successful in obtaining a STR permit, or do not meet all requirements of the ordinances, would be required to cease and desist STR operations by 12 months after the effective date of the ordinances.
- Future STR applications would be accepted and processed within an annual application “open enrollment” period as included within the STR Processing Guidelines.

Summary of recommendations

	HEDC Recommendation	Action
1.	Provide Analysis of 100' & 200' Separation between STRs	Ordinance includes a 100' separation between STRs 17-53(D) & 16-662
2.	5% cap on STRs in R-BF zone 5% cap Citywide by neighborhood	Ordinance includes a 5% cap in the R-BF zone 17-53 (C)
3.	One Council member expressed support, one did not support the recommendation and one was absent	Ordinance includes a 100-day annual cap per year 17-53 (L)(1)(b) & 16-667.1
4.	Distance of property manager/owner (25 miles vs. 40 miles)	Ordinance changed to 25 miles 17-53(M)(1)(b) & 16-668.1(B)
5.	No outdoor amplified music during quiet hours otherwise the existing sound regulations apply (OCC Section 7-185)	Ordinance includes prohibition of amplified music outdoors during quiet hours 17-53(L)(4)(c) & 16-667.4(C)
6.	Support requiring specific number of on-site parking spaces and a requirement to include the number of on-site spaces in advertisements and contracts	Ordinance includes a requirement to include the number of parking spaces in the advertisement and contract 17-53(M)(3 & 4) and 16-668
7.	Escalating fines	Ordinance includes escalating fines and zone text amendment expanded to include adjustment to OCC7-56 to allow for the escalating fines 17-53(T) & 16-675
8.	Add The Colony at Mandalay Beach to the units ineligible for an STR	The Colony at Mandalay Beach has been added to the list of ineligible units 17-53(H)(8)

No On-street Parking

- Planning Commission recommended amending Section 16-668.3 and Section 16-668.4 to include in the advertisement and rental agreement the total number of off-street parking spaces and that no on-street parking is allowed.
  - Provision prohibiting on-street parking would be unenforceable without a parking permit program per neighborhood, and possibly citywide.
  - Draft ordinance includes a requirement to provide unobstructed parking on-site (off-street) based on the numbers of bedrooms within the STR.
- The ordinance has been adjusted to include a requirement that the STR operator include in the advertisement and rental agreement the total number of off-street parking spaces available on-site.

Distance of property manager from STR

- Planning Commission recommended that the individuals listed in the nuisance response plan be within 25 miles of the property at all times.
  - 40 miles was consistent with the Ventura County's Ordinance.
  - Commissioners wanted complaints resolved within 15-30 minutes
  - This reduced distance may require more STR owners to employ a local property management company.
- The ordinance now requires that individuals listed in the nuisance response plan be within 25 miles of the property at all times that the STR is rented.

Outdoor Amplified Music

- The Planning Commission recommended prohibiting amplified music outside the STR at *any time* due to the size of some of the lots in the beach communities.
  - The proposed ordinance included a provision that prohibited amplified music during quiet hours.
  - The City's noise ordinance restricts noise in residential areas to 55 dBA at all times and 50 dBA between 10:00 p.m. and 7:00 a.m.
- The ordinance includes a prohibition of outdoor amplified music during quiet hours.

Escalating Fines

- Planning Commission recommended that Section 16-675 be revised to include escalating fines with each new violation to act as a deterrent.
- An additional zone text amendment is included for approval adding a sub-section to section 7-56 that states that STR fines are regulated by the STR ordinance.
- Section 16-675 has be modified to establish escalating fines as follows:
  - 1st violation $1,000
  - 2nd violation $2,000
  - 3rd violation $3,000 plus revocation of the permit for two years.
  - The fine for operating an unlicensed and/or unpermitted STR is recommended at $5,000.00 per day.

Remaining Operational Standards

- Sets overnight occupancy limits at two persons per bedroom plus two others, up to a maximum of 10 persons in vacation rentals and 5 persons in homestays.
- Establishes a maximum number of persons allowed on the property at any time. Cannot exceed the maximum overnight occupancy plus 6 additional persons.
- Establishes quiet hours from 10:00 pm. to 7:00 a.m. No outdoor amplified music/sound will be allowed during quiet hours.
- No one other than the renters are allowed on site during quiet hours.

Operational Standards (cont.)

- Requires the submittal of a nuisance response plan. Nuisance response plan must include name, address and telephone number of the person or persons who will be available to promptly respond to a nuisance complaint. The property owner must correct the problem within thirty minutes, or within fifteen minutes during the quiet hours between 10:00 p.m. and 7:00 a.m. after the complaint is first received.

- The primary occupant must be 21 years or older.

Operational Standards (cont.)

- Establishes on-site parking requirements.
  1) 1 space for vacation rentals in studio or one bedroom,
  2) 2 spaces for vacation rentals/homeshares with 2 to 4 bedrooms, and
  3) 3 spaces for vacation rentals/homeshares with 5 bedrooms.
- Permitted garages and driveway on the property must be unobstructed and made available for renter parking.
- Prohibits on-site events without a temporary use permit.
- Requires the provision of adequate waste collection facilities and requires waste collection schedule and information about recycling to be included in rental agreement and posted inside rental unit.

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS
AGENDA ITEM NO. L.3.

DATE: November 5, 2019

TO: City Council

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

SUBJECT: California Building Standards Regulations. (10/10/10)

RECOMMENDATION

That City Council approve the first reading by title only and subsequent adoption of an ordinance repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.

BACKGROUND

The State of California periodically updates the fire and life safety standards contained in the state's California Building Standards Code. These codes are based on model codes which act as national standards published by model code organizations made up of building officials, design professionals, academic bodies, construction related industries, contractors, and other construction related individuals. The publishers of these codes are mainly the International Code Council, National Fire Protection Agency, and International Association of Plumbing and Mechanical Officials. State Agencies modify these model codes to address some of the challenges that California faces along with compliance to State laws, such as accessibility and other safety standards that the state has adopted over the years. The codes are completely replaced every three years. The 2019 codes were published July 1 and take effect January 1, 2020.

A city may make modifications to the codes adopted by the state, when local conditions require special attention. The action before the Council customizes the codes to the specific challenges that Oxnard may be face. When this occurs, the City Council is required to make express findings of the necessity for the changes due to local climatic, geographical, or topographical conditions. Based on the location of the City of Oxnard, modifications to the codes adopted by the state are necessary. The findings of necessity are included within the body of the ordinance and are further set forth in Exhibit A to the ordinance, entitled "Index and Summary to the California Codes and Amendments."

Local changes for climatic, geographical, or topographical conditions include but are not limited to, topography, flooding, geological, and climate of Oxnard. Topographic conditions dictate provisions to reduce the chance of flooding due to slow water runoff due to the relative to flat conditions in the city of Oxnard, and special provisions for beach front conditions. Geological conditions dictate provisions for earthquakes due to proximity of faults, type of soils found under Oxnard, and level of ground water. Climatic conditions dictate special roof construction, and other provisions for high moisture content of the air adjoining the ocean. Most of these changes are based on recommendations of consultants, experienced staff, or the Structural Engineers Association of Southern California. The majority of these changes have been adopted by Council many times over the years and are similar to changes made by other jurisdictions in Southern California. Local administrative changes are made to accommodate local permit processing preferences to serve the

City's customers. These items include changes such as the length of time a permit or plan review is valid for and the addition of new standards for tiny house standards.

Cities then adopt these updated codes by reference in their building and fire code ordinances to maintain consistency and uniformity in enforcement. The adoption of such codes is categorically exempt under the California Environmental Quality Act.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost of administering the codes that govern construction is recovered by fees. Cost associated with enforcement of these codes by administrative hearing and recourse to the courts is funded within Code Compliance and the City Attorney's Office.

COMMITTEE OUTCOME

This item did not originate in Committee as it is a routine operational item.

Prepared by: Steve Newman, Deputy Building Official

ATTACHMENTS

1. 2019 California Building Code Ordinance
2. Exhibit A
3. Ordinance Regarding Building Regulations PPT 11_5_19 CC_opt

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 2968

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING AND REENACTING ARTICLES II THROUGH XI, XV, AND XVI OF CHAPTER 14 OF THE OXNARD CITY CODE, PERTAINING TO THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA EXISTING BUILDINGS CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA PLUMBING CODE, FIRE CODES, FIRE SPRINKLERS.

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

PART 1. Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code are hereby repealed and reenacted.

PART 2. The following acronyms are used in this ordinance to clarify the sections of the City Code being added or amended.

ACI-318	American Concrete Institute – Building Code Requirements for Structural Concrete, 2014 Edition.
ANSI	American National Standards Institute
ASCE-7	American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures, 2016 Edition.
AWC SDPWS	American Wood Council – Special Design Provisions for Wind and Seismic, 2015 Edition.
CAC	California Administrative Code [Title 24, Part 1 of the California Code of Regulations (C.C.R.)]
CBC	California Building Code [Title 24, Part 2 of the California Code of Regulations (C.C.R.)]
CBSC	California Building Standards Commission
CEBC	California Existing Building Code [Title 24, Part 10 of the California Code of Regulations (C.C.R.)]
CEC	California Electrical Code [Title 24, Part 3 of the California Code of Regulations (C.C.R.)]

CALGreen	California Green Building Standards Code [Title 24, Part 11 of the California Code of Regulations (C.C.R.)]
CFC	California Fire Code [Title 24, Part 9 of the California Code of Regulations (C.C.R.)]
CHBC	California Historical Building Code [Title 24, Part 8 of the California Code of Regulations (C.C.R.)]
CMC	California Mechanical Code [Title 24, Part 4 of the California Code of Regulations (C.C.R.)]
CPC	California Plumbing Code [Title 24, Part 5 of the California Code of Regulations (C.C.R.)]
CRC	California Residential Code [Title 24, Part 2.5 of the California Code of Regulations (C.C.R.)]
IAPMO	International Association of Plumbing and Mechanical Officials
NEC	National Electrical Code
OCC	Oxnard City Code

PART 3. Article II – California Building Code, Article III California Residential Code, Article IV – California Green Building Standards Code, Article V – Property Maintenance and Abatement Codes, Article VI – California Historical Building Code, Article VII - California Electrical Code, Article VIII – California Existing Buildings Code, Article IX - California Mechanical Code, Article X – California Referenced Standards Code, Article XI - California Plumbing Code, Article XV – Fire Codes, Article XVI – Fire Sprinklers, are added to Chapter 14 of the Oxnard City Code to read as follows:

ARTICLE II. CALIFORNIA BUILDING CODE

SEC. 14-2. CALIFORNIA BUILDING CODE ADOPTED.

The second part of twelve parts of the California Code of Regulations, Title 24, known as the California Building Code ("CBC"), 2019 Edition, including Appendices C, H, and J, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-3. AMENDMENTS TO THE CBC.

(A) Chapter 1 Division II, Section [A]101.4.4: Amend Section [A]101.4.4 to read as follows:

[A]101.4.4. Property Maintenance. The provisions of the Oxnard City Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibility of owners, operators and occupants; and occupancy of existing premises and structures.

(B) Chapter 1 Division II, Section [A]103.1: Amend Section [A]103.1 to read as follows:

[A]103.1. Creation of enforcement agency. The Building and Engineering Division of the Community Development Department is hereby created and the official in charge thereof shall be known as the building official.

(C) Chapter 1 Division II, Section [A]105.2: Amend Section [A]105.2, items 2 and 4, to read as follows:

Building:

2. Fences not over 6 feet high and concrete or masonry walls not over 3'-6" high as measured from the lowest finished grade to the top of the wall.

4. Retaining walls that are not over 3 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or II-A liquids.

(D) Chapter 1 Division II, Section [A]105.3.2: Amend Section [A]105.3.2, to read as follows:

[A]105.3.2. Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for

additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(E) Chapter 1 Division II, Section [A]107.1: Amend Section [A]107.1, to read as follows:

[A]107.1. General. Plans, specifications, engineering calculations, diagrams, soil investigation reports, special inspection and structural observation programs and other data shall constitute the submittal documents and shall be submitted in one or more sets with each application for a permit. When such plans are not prepared by an architect or engineer, the Building Official may require the applicant submitting such plans or other data to demonstrate that state law does not require that the plans be prepared by a licensed architect or engineer. The Building Official may require plans, computations and specifications to be prepared and designed by an engineer or architect licensed by the state to practice as such even if not required by state law.

> EXCEPTION: The Building Official may waive the submission of plans, calculations, construction inspection requirements and other data if it is found that the nature of the work applied for is such that reviewing of plans is not necessary to obtain compliance with this Code.

Computations, diagrams, schedules, soil reports, geological or geotechnical reports, hazardous material reports and other data sufficient to show the correctness and adequacy of the plans shall be submitted when required by the Building Official.

(F) Chapter 1 Division II, Section [A]109.2: Amend Section [A]109.2, to read as follows:

[A]109.2. Schedule of permit fees. On building, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be as set forth in the fee schedule adopted by resolution or ordinance of the City Council, in accordance with the most current policies and procedures as described in the Fees Charged to Developers document approved by the Community Development Director.

(G) Chapter 1 Division II, Section [A]110.3.12: Add Section [A]110.3.12, to read as follows:

[A]110.3.12. OSHPD 3 Inspection. For clinics and facilities covered by Office of Statewide Health Planning and development (OSHPD 3) requirements and requiring certification of the construction meeting OSHPD 3 requirements, prior to a final inspection, by the building inspector, the owner shall employ an OSHPD certified inspector to conduct an inspection of all applicable OSHPD 3 requirements and prepare a report stating that the construction fully complies to all of California's OSHPD 3 requirements. The report shall be submitted to the building inspector for their review and approval prior to scheduling a final inspection for the facility.

(H) Section 903.2: Amend Section 903.2 to read as follows:

Approved automatic sprinkler systems in new buildings and structures shall be provided in the location described in Sections 903.2.1 through 903.2.12 and as required in accordance with Chapter14 of the Oxnard City Code, Article XVI.

(I) Section 1403.1: Amend Section 1403.1 to read as follows:

1403.1. General. The provisions of this section shall apply to exterior walls, wall coverings and components thereof. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(J) Section 1505.1: Amend the first paragraph of Section 1505.1 to read as follows:

1505.1. General. The roof covering on any structure regulated by this code shall be a Class A or B roof covering. The roof covering assembly includes the roof deck, underlayment, interlayment, insulation, and covering which is assigned a roof covering classification. Roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, fire-retardant-treated wood roof coverings shall be tested in accordance with ASTM D 2928.

(K) Section 1507.3.1: Amend Section 1507.3.1 to read as follows:

1507.3.1. Deck Requirements. Concrete and clay tile shall be installed only over solid sheathing.

(L) Section 1511.1: Amend the first paragraph of Section 1511.1 to read as follows:

1511.1 General. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of Chapter 15 of this Code, or as approved by the building official.

(M) Section 1613.5: Add Section 1613.5 to read as follows:

1613.5 Amendments to ASCE 7. The provisions of Section 1613.5 shall be permitted as an amendment to the relevant provisions of ASCE-7.

(N) Section 1613.5.1: Add Section 1613.5.1 to read as follows:

1613.5.1 Modification to ASCE 7 Section 12.2.3.1 Exception 3. ASCE 7 Section 12.2.3.1, Exception 3 is modified to read as follows:

3. Detached one-and two-family dwellings up to two stories in height of light frame construction.

(O) Section 1613.5.2: Add Section 1613.5.2 to read as follows:

1613.5.2 Modification to ASCE 7 Section 12.11.2.2.3. ASCE 7 Section 12.11.2.2.3 is modified to read as follows:

12.11.2.2.3 Wood Diaphragms. The anchorage of concrete or masonry structural walls to wood diaphragms shall be in accordance with AWC SDPWS 4.1.5.1 and this section. Continuous ties required by this section shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal, nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective as providing ties or struts required by this section.

For wood diaphragms supporting concrete or masonry walls, wood diaphragms shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form sub-diaphragms to transmit the anchorage forces to the main continuous crossties.

2. The maximum diaphragm shear used to determine the depth of the sub-diaphragm shall not exceed 75% of the maximum diaphragm shear.

(P) Section 1613.5.3: Add Section 1615.3 to read as follows:

1615.3 Modification to ASCE 7 Section 12.12.3. ASCE 7 Section 12.12.3, Equation 12.12-1 is modified to read as follows:

$\delta_M = \mathbf{C_d}\delta_{max}$ **(Eq. 12-12.1)**

(Q) Section 1704.6: Amend Section 1704.6 to read as follows:

1704.6 General. Where required by the provisions of Section 1704.6.1 or 1704.6.2, or 1704.6.3, the owner shall employ a structural observer to perform structural observations. Structural observation does not include or waive the responsibility for the inspections in Section 110 or the special inspections in Section 1705 or other sections of this code. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or

2. A registered design professional designated by the registered design professional responsible for the structural design.

The registered design professional responsible for the structural design shall submit to the building official a written statement identifying the frequency and extent of structural observations. This written statement shall be made part of the construction documents prior to permit issuance.

At the conclusion of the work included in the permit, the structural observer shall submit a final report which states that all observed deficiencies have been resolved, prior to acceptance of the work by the building official.

(R) Section 1705.3: Amend Section 1705.3 to read as follows:

1705.3 Concrete Construction. The special inspections and verifications for concrete construction shall be as required by this section and Table 1705.3.

EXCEPTIONS: Special inspection and test shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less in height that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa).

2. Continuous concrete footings supporting walls of buildings three stories or less in height that are fully supported on earth or rock where:

2.1. The footings support walls of light-frame construction;
2.2. The footings are designed in accordance with Table 1805.4.2; or
2.3. The structural design of the footing is based on a specified compressive strength, f'c, no greater than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.

3. Nonstructural concrete slabs supported directly on the ground, including concrete patios, driveways and sidewalks

(S) Section 1705.12.2: Amend Section 1705.12.2, Exception, to read as follows:

Exception: Special inspections are not required for wood shear walls, shear panels and diaphragms, including nailing, bolting, anchoring and other fastening to other elements of the seismic-force-resisting system, where either (1) the fastener spacing of the sheathing is more than 4 inches (102mm) on center (o.c.), or (2) the tabular values for allowable shear design values are reduced to seventy-five percent (75%).

(T) Section 1803.2: Amend the first paragraph of Section 1803.2 to read as follows:

1803.2. Investigations required. Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5. Whenever unusual soil conditions are found which justify a special site investigation to determine soil stability or questionable adequacy of the overall building site, the building official may require that the owner obtain a special geological, hydrological, soil gas profile, soil chemical analysis, soils contamination, or other report as may be deemed appropriate. The investigation shall be conducted by trained and experienced professionals licensed by the State of California to prepare such evaluations, recommendations, and reports.

(U) Section 1804.4: Amend Section 1804.4 to read as follows:

1804.4. General Site Grading and Drainage. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 50 units horizontal (2-percent) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet (3048 mm) of horizontal distance, a 2-percent slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped not less than 2 percent where located within 10 feet (3048mm) of the building foundation. Impervious surfaces within 10 feet (3048 mm) of the building foundation shall be sloped not less than 2 percent away from the building.

> **Exception:** Impervious surfaces shall be permitted to be sloped less than 2 percent where the surface is a door landing or ramp that is required to comply with Section 1010.1.5, 1012.3 or 1012.6.1.

The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Provisions shall be made for the control and drainage of surface water around buildings. Concentrated drainage such as rainwater from gutters and downspouts, scuppers, and roof valleys shall be diverted away from building foundations by means of concrete splash blocks or other approved non-erosive devices. Unless an alternate design is approved by the building official, under floor access crawl holes shall be provided with curbs extending not less than six (6) inches above adjacent grade to prevent surface water from entering the under floor area.

Gutters and Downspouts - when buildings are located on expansive soil having an expansion index greater than 50, gutters, downspouts, piping, and/or other non-erosive devices shall be provided to collect and conduct rainwater to a street, storm drain, or other approved watercourse or disposal area.

Lot Drainage - All lots shall be graded to drain to a street or public way that abuts the site or shall be provided with approved drainage devices. Minimum gradient of all lots shall comply with the following:

	Longitudinal	Cross Slope
1. Pervious surfaces --	1 percent slope	2 percent slope
2. Asphalt surfaces --	1/2 percent slope	1 percent slope
3. Concrete surfaces --	1/4 percent slope	½ percent slope

(2 percent = ¼ inch per foot; 1 percent = 1/8" per foot; ½ percent = 1/16" per foot; and ¼ percent = 1/32 inch per foot.)

In rural areas where curbs or gutters have not been installed, drainage design plans shall be submitted for approval by the building official.

(V) Section 1808.7.4 : Amend Section 1808.7.4 to read as follows:

1808.7.4. Foundation Elevation. The top of any exterior foundation shall extend above the elevation of the lowest adjacent street gutter or the inlet of an approved drainage device not less than 25 inches. Alternative elevations are permitted subject to approval of the building official, provided that it can be demonstrated that required drainage to the point of discharge and away from the structure is provided at all locations on the site.

(W) Section 1905.1: Amend Section 1905.1 to read as follows:

1905.1. General. The text of ACI 318 shall be modified as indicated in Sections 1905.1.1 through 1905.1.11.

(X) Section 1905.1.7: Amend Section 1905.1.7 to read as follows:

1905.1.7. Section 14.1.4 of ACI 318 is not adopted. It is replaced with the following:

14.1.4 – Plain concrete in structures assigned to Seismic Design Category C, D, E, or F.

14.1.4.1 Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plan concrete, except as follows.

(a) Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement per cubic yard.

(b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

(c) In detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls, plain concrete footings having a total area of longitudinal reinforcing steel of not less than 0.002 times the gross cross-sectional area of the footing, with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted. In addition, where the foundation system consists of a plain concrete footing and a plain concrete stemwall, an additional longitudinal reinforcing bar not

smaller than No. 4 shall be provided at the top of the stemwall, and vertical bars not less than No.4 shall be placed in the stemwall at 24" on center, with a standard 90 degree hook into the footing.

(Y) Section 1905.1.9: Add Section 1905.1.9 to read as follows:

1905.1.9. Modify ACI 318 Section 18.7.5, by adding Section 18.7.5.7 and 18.7.5.8 to read as follows:

18.7.5.7 - Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 18.7.5.1, items (a) through (c), over the full height of the member.

18.7.5.8 – At any section where the design strength, φP_n, of the column is less than the sum of the shears V_e computed in accordance with ACI 318 Sections 18.7.6.1 and 18.6.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 18.7.5.1 through 18.7.5.3 shall be provided. For beams framing into opposite sides of the column, the moment components may be assumed to be of opposite sign. For the determination of the design strength, φP_n, of the column, these moments are permitted to be assumed to result from the deformation of the frame in any one principal axis.

(Z) Section 1905.1.10: Add Section 1905.1.10 to read as follows:

1905.1.10. Modify ACI 318 Section 18.10.4, by adding Section 18.10.4.6 to read as follows:

18.10.4.6 – Walls and portions of walls with $P_u > 0.35P_o$ shall not be considered to contribute to the calculated shear strength of the structure for resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318 Section 18.14.

(AA) Section 1905.1.11: Add Section 1905.1.11 to read as follows:

1905.1.11. Modify ACI 318, by adding section 18.12.6.2 as follows:

18.12.6.2 - Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76mm) or 6 d_b thick, where d_b is the diameter of the largest reinforcement in the topping slab.

(BB) Section 2304.10.1: Amend Section 2304.10.1 to read as follows:

2304.10.1 Fastener requirements. Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2302.1 The number and size of fasteners connecting wood members shall not be less than that set forth in Table

2304.10.1. Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

> **Exception:** Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

(CC) Section 2304.10.2.1: Add Section 2304.10.2.1 to read as follows:

2304.10.2.1 Quality of Nails. Mechanically driven nails used in wood structural panel shear walls shall meet the same dimensions as that required for hand-driven nails, including diameter, minimum length, and minimum head diameter. Clipped head or box nails are not permitted in new construction. The allowable design value for clipped head nails in existing construction may be taken at no more than the nail-head-area ratio of that of the same size hand-driven nails.

(DD) Section 2305.4: Add Section 2305.4 to read as follows:

2305.4 Hold-down connectors. In Seismic Design Category D, E, or F, hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76mm) in size. Hold-down connectors shall be tightened to finger tight plus one half (1/2) wrench turn just prior to covering the wall framing.

(EE) Section 2306.2: Amend Section 2306.2 to read as follows:

2306.2 Wood-frame diaphragms. Wood-frame diaphragms shall be designed and constructed in accordance with AWC SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.2(1) or 2306.2(2) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

> **Exception:** Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E, or F shall be applied directly to the framing members.

> **Exception:** Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

(FF) Section 2306.3: Amend Section 2306.3 to read as follows:

2306.3 Wood-frame shear walls. Wood-frame shearwalls shall be designed and constructed in accordance with AWC SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AWC SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.

2. The maximum nominal unit shear capacities for 3/8 inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E, or F is 400 pounds per linear foot (plf), and shall not exceed 200 pounds per linear foot (plf) for plywood structural panels containing three or fewer laminated layers.

   Exception: Other nominal unit shear capacities may be permitted if such values are substantiated by cyclic testing and approved by the building official.

3. Where shear design values using allowable stress design (ASD) exceed 350 plf or load and resistance factor design (LRFD) exceed 500 plf, all framing members receiving edge nailing from abutting panels shall not be less than a single 3-inch nominal member or two 2-inch nominal members fastened together in accordance with Section 2306.1 to transfer the design shear value between framing members. Wood structural panel joint and sill plate nailing shall be staggered at all panel edges. See Section 4.3.6.1 and 4.3.6.4.3 of AWC SDPWS for sill plate size and anchorage requirements.

4. Nails shall be placed not less than 1/2 inch in from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the connecting member for shears of 350 plf or less using ASD or 500 plf or less using LRFD.

5. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

For structures assigned to Seismic Design Category D, application of Table 4.3C of AWC SDPWS shall not be used below the top level in a multi-level building, and the allowable seismic shear values shall not exceed 90 plf for Portland cement plaster and 30 plf for gypsum. Table 4.3C shall not be allowed for structures assigned to Seismic Design Category E, or F.

Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

> **Exception:** Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Table 2306.3(1), 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the AWC SDPWS.

> ***Exception: [DSA-SS DSA-SS/CC and OSHPD 1,2,&4]*** *Wood structural panel walls using staples as fasteners are not permitted by DSA and OSHPD.*

(GG) Section 2307.2: Add Section 2307.2 to read as follows:

2307.2 Wood-frame shear walls. Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable.

(HH) Table 2308.6.1: Amend Table 2308.6.1 by modifying footnote "b" to read as follows:

> b. See section 2308.6.3 for full description of bracing methods. Bracing methods DWB, SFB, PBS, HPS, and GB are not permitted in Seismic Design Categories D or E.

(II) Section 2308.6.8.1: Amend Section 2308.6.8.1, first Exception, to read as follows:

Exception: For structures in Seismic Design Category A, B, or C, with a maximum plan dimension not more than 50 feet (15 240mm), continuous foundations are required at exterior walls only.

(JJ) Section 2308.6.9: Amend Section 2308.6.9 to read as follows:

2308.6.9 Attachment of Sheathing. Fastening of braced wall panel sheathing shall not be les than that prescribed in Table 2308.6.1 or Table 2304.10.1. Wall sheathing shall not be attached to framing members by adhesives. Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

> **Exception:** Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

(KK) Appendix Chapter J, Section J103.2, Exception 1: Amend Appendix Chapter J, Section J103.2, Exception 1, to read as follows:

1. Grading in an isolated, self-contained area, provided there is no danger to the public, the total quantity of graded soil does not exceed 150 cubic yards, and that such grading will not adversely affect adjoining properties.

(LL) Appendix Chapter J, Section J104.1: Amend Appendix Chapter J, Section J104.1 to read as follows:

J104.1. Submittal Requirements. Application for a grading permit shall be accompanied by four sets of plans and specifications, and supporting data consisting of a soils engineering report (and an engineering geology report where required by the Building Official.) The sets of plans submitted for final approval shall be submitted on mylar. The plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications when required by the building official. The dates of the soils engineering (and engineering geology report if required) along with the names, addresses, and phone numbers of the firms or individuals who prepared the reports, shall appear on the grading plans. In addition to the provisions of Section 105.3, and 1.8.4, as applicable, the applicant shall state the estimated quantities of excavation and fill.

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

SEC. 14-4. CALIFORNIA RESIDENTIAL CODE ADOPTED.

The part 2.5 of twelve parts of the California Code of Regulations, Title 24, known as the California Residential Code ("CRC"), 2019 Edition, including Appendices H and Q, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-5. AMENDMENTS TO THE CRC.

(A) Chapter One – Division II ADMINISTRATION. Except for Sections 101.1, 101.2, and 101.3, entitled "Title," "Scope," and "Purpose," Chapter One, entitled "Division II Administration" is hereby deleted from the CRC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

(B) Section R301.2.2.11: Add Section R301.2.2.11 to read as follows:

R301.2.2.11. Anchorage of mechanical, electrical, or plumbing components and equipment. Mechanical, electrical, or plumbing components and equipment shall be anchored to the structure. Anchorage of the components and equipment shall be designed to resist loads in accordance with the California Building Code and ASCE7, except where the component is positively attached to the structure and flexible

connections are provided between the component and associated ductwork, piping, and conduit; and either:

1. The component weighs 400 lb. or less and has a center of mass located 4ft. or less above the supporting structure; or
2. The component weighs 20 lb. or less or, in the case of a distributed system, 5 lb/ft or less.

(C) Section R313: Add Section R313 to read as follows:

R313. General. Approved automatic fire extinguishing systems shall be installed and maintained in accordance with Chapter 14 of the Oxnard City Code, Article XVI.

(D) Section R401.1: Amend the Exception to Section R401.1 to read as follows:

Exception: Wood foundations in Seismic Design Categories D_0, D_1, and D_2 shall not be permitted. The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:
1. In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 200 square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

(E) Section R403.1.2: Amend Section R403.1.2 to read as follows:

R403.1.2. Continuous footing in Seismic Design Categories D_0, D_1, and D_2. The braced wall panels at exterior walls of buildings located in Seismic Design Categories D_0, D_1, and D_2 shall be supported by continuous footings. All required interior braced wall panels in buildings shall be supported by continuous footings.

(F) Section R403.1.3.6: Section R403.1.3.6 is deleted in its entirety.

(G) Section R404.2: Amend Section R404.2 to read as follows:

R404.2. Wood foundation walls. Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D_0, D_1, and D_2.

(H) Table R602.3(1): Amend Table R602.3(1) by adding footnote "k" to be applicable to the entire table and to read as follows:

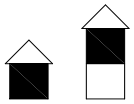
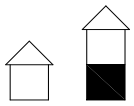
k. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, and D_2.

(I) Table R602.3(2): Amend Table R602.3(2) by revising footnote "b" to read as follows:

b. Staples shall have a minimum crown width of 7/16-inch diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, and D_2.

(J) Table R602.10.3(3): Amend Table R602.10.3(3) to read as follows:

TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

SOIL CLASS D[a] WALL HEIGHT = 10 FT 10 PSF FLOOR DEAD LOAD 15 PSF ROOF/CEILING DEAD LOAD BRACED W			MINIMUM TOTAL LENGTH (feet) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE[b]			
Seismic Design Category (SDC)	Story Location	Braced Wall Line Length	Method LIB, DWB, SFB, PBS, and HPS	Methods[c] GB and PCP	Method WSP[d]	Continuous Sheathing[d]
SCD D_2		10	NP	8.0	2.5	2.1
		20	NP	16.0	5.0	4.3
		30	NP	24.0	7.5	6.4
		40	NP	32.0	10.0	8.5
		50	NP	40.0	12.5	10.6
		10	NP	NP	5.5	4.7
		20	NP	NP	11.0	9.4
		30	NP	NP	16.5	14.0
		40	NP	NP	22.0	18.7
		50	NP	NP	27.5	23.5

a. Wall bracing lengths are based on a soil site class "D." Interpolation of bracing length between the *Sd.,* values associated with the seismic design categories shall be permitted when a site-specific *Sds* value is determined in accordance with Section 16

b. Foundation cripple wall panels shall be braced in accordance with Section R602.10.9

c. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1.

d. Wood Structural Panel shall have a minimum thickness in SDC D_2 of 15/32", and shall not be attached using staples.

(K) Table R602.10.4: Amend Table R602.10.4 by adding footnote "f" to be applicable to the entire table and to read as follows:

f. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D_0, D_1, and D_2.

(L) Section R602.10.9.1: Section R602.10.9.1 is deleted in its entirety.

(M) Section R703.1: Amend Section R703.1 to read as follows:

R703.1. General. Exterior walls shall provide the building with a weather-resistant exterior wall envelope. The exterior wall envelope shall included flashing as describe in Section R703.4. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(N) Section R902.1: Amend the first paragraph of Section R902.1 to read as follows:

R902.1. Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section or where the edge of the roof is less than 3 feet from a lot line. Class A or B roofing required by this section shall be tested in accordance with UL 790 or ASTM E108.

(O) Section R902.1.3: Amend Section R902.1.3 to read as follows:

R902.1.3. Roof coverings in all other areas. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of this Chapter, or as approved by the building official.

(P) Appendix Chapter H, Section AH103.2: Amend Appendix Chapter H, Section AH103.2 to read as follows:

AH 103.2. Light, ventilation and emergency egress. Exterior openings required for light and ventilation shall be permitted to open into a patio structure conforming to Section AH101. Where such exterior openings serve as an exit from the dwelling unit, the patio structure, unless unenclosed, shall be provided with exits conforming to the provisions of Section R311 of this code. Emergency egress or rescue openings from sleeping rooms shall not open into a patio structure.

ARTICLE IV. CALIFORNIA GREEN BUILDING STANDARDS CODE

SEC. 14-6. CALIFORNIA GREEN BUILDING STANDARDS CODE ADOPTED.

The part eleven of twelve parts of the California Code of Regulations, Title 24, known as the California Green Building Standards Code ("CALGreen"), 2019 Edition, as published by the California Building Standards Commission, 2524 Natomas Park Drive, Suite 130, Sacramento, CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and

deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE V. PROPERTY MAINTENANCE AND ABATEMENT CODES

SEC. 14-8. INTERNATIONAL PROPERTY MAINTENANCE CODE AND UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS ADOPTED.

The International Property Maintenance Code, 2006 Edition, and the Uniform Code for Abatement of Dangerous Buildings, 1997 Edition, as published respectively by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, D.C. 20001, and the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, are hereby adopted by reference. One true copy of these codes is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE VI. CALIFORNIA HISTORICAL BUILDING CODE

SEC. 14-9. CALIFORNIA HISTORICAL BUILDING CODE ADOPTED.

The eighth part of twelve parts of the California Code of Regulations, Title 24, known as the California Historical Building Code ("CHBC"), 2019 Edition, including Appendix A, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE VII. CALIFORNIA ELECTRICAL CODE

SEC. 14-10. CALIFORNIA ELECTRICAL CODE ADOPTED.

The third part of twelve parts of the California Code of Regulations, Title 24, known as the California Electrical Code ("CEC"), 2019 Edition, which incorporates by reference the National Electrical Code ("NEC"), 2017 Edition, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-11. AMENDMENTS.

(A) Article 90-10: Add Article 90-10 to read as follows:

Article 90-10. Administration. The legal jurisdiction and administration of this electrical code is regulated by the administrative sections as adopted in Chapter 14, Article II of the Oxnard City Code.

ARTICLE VIII. CALIFORNIA EXISTING BUILDING CODE

SEC. 14-12. CALIFORNIA EXISTING BUILDING CODE ADOPTED.

The tenth part of eleven parts of the California Code of Regulations, Title 24, known as the California Existing Buildings Code ("CEBC"), 2019 Edition, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE IX. CALIFORNIA MECHANICAL CODE

SEC. 14-13. CALIFORNIA MECHANICAL CODE ADOPTED.

The fourth part of eleven parts of the California Code of Regulations, Title 24, known as the California Mechanical Code ("CMC"), 2019 Edition, and Appendices B and C thereof, and Standards contained therein, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-14. AMENDMENT.

(A) Chapter One – California General Code Provisions. Except for Sections 101.1, 101.2, and 101.3, entitled "Title," "Purpose," and "Scope," Chapter One, entitled "California General Code Provisions" is hereby deleted from the CMC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE X. CALIFORNIA REFERENCED STANDARDS CODE

SEC. 14-15. CALIFORNIA REFERENCED STANDARDS CODE ADOPTED.

The twelfth part of twelve parts of the California Code of Regulations, Title 24, known as the California Referenced Standards Code ("CRSC"), 2019 Edition, as published by the Building

Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE XI. CALIFORNIA PLUMBING CODE

SEC. 14-16. CALIFORNIA PLUMBING CODE ADOPTED.

The fifth part of eleven parts of the California Code of Regulations, Title 24, known as the California Plumbing Code ("CPC"), 2019 Edition, including Appendices A, B, D, I, and K thereof, and standards contained therein, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-17. AMENDMENT.

(A) Chapter One – California General Code Provisions. Except for Sections 101.1, 101.2, and 101.3, entitled "Title," "Purpose," and "Scope," Chapter One, entitled "California General Code Provisions" is hereby deleted from the CPC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE XII. (RESERVED)

ARTICLE XIII. (RESERVED)

ARTICLE XIV. (RESERVED)

ARTICLE XV. CALIFORNIA FIRE CODE

SEC. 14-24. CALIFORNIA FIRE CODE – ADOPTED.

(A) The California Fire Code ("CFC") 2019 Edition, including Appendix Chapter 4, Appendix B, Appendix C, Appendix D, and Appendix F, published by the International Code Council, 500 New Jersey Avenue, NW, 6th floor, Washington, D.C. 20001, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One copy of such code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-25. AMENDMENTS

(A) Chapter 1, Section 101.1. Amend Section 101.1 to read:

Section 101.1. **Title.** These regulations shall be known as the Fire Code of the City of Oxnard, hereinafter referred to as "this code".

(B) Chapter 1, Section 104.12. Add Section 104.12 to read:

Section 104.12. General. When the chief finds in any building, on any premises, or on any lot or parcel combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or finds unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors, or windows that reasonably tend to interfere with the operations of the Fire Department or the egress of the occupants of such building or premises; or finds that this code is being violated, the chief is authorized to issue orders as necessary for the enforcement of the fire prevention laws and ordinances governing the same and for the safeguarding of life and property from fire.

(C) Chapter 1, Section 104.13. Add Section 104.13 to read:

Section 104.13. Stopping uses, evacuation. The chief is authorized to order an operation or use stopped, or the evacuation of any premises building or vehicle or portion thereof which has or is a fire hazard, hazardous condition or situation which presents a hazard to life or property.

(D) Section 110.4. Amend Section 110.4 to read:

Section 110.4. Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than One Thousand Dollars ($1,000.00) or by imprisonment not exceeding (6) months, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(E) Section 503.1.2.1. Add Section 503.1.2.1 to read:

Section 503.1.2.1. Difficult Apparatus Access. If the Fire Code Official determines that access for fire apparatus to any building or structure is unduly difficult, installation of an automatic fire-extinguisher system shall be required.

(F) Section 503.2.1. Amend Section 503.2.1 to read:

Section 503.2.1. Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 26 feet (7925 mm) and an unobstructed height of not less than 13 feet 6 inches (4115 mm).
Exceptions:

1. Alleys without fire hydrants must have an unobstructed width of not less than 20 feet (6096 mm).
2. Approved security gates in accordance with Section 503.6.

(G) Section 503.7. Add Section 503.7 to read:

Section 503.7. Electronic and Electric Access Gates. When access to or within a structure or area is impeded by an electronically or electrically secured opening or gate, such electronically or electrically secured opening or gate shall be constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department. The Fire Code Official or Oxnard Police Department shall not approve such plans unless the plans allow emergency vehicles and emergency personnel to open such electronically or electrically secured openings or gates by City approved radio equipment used by such emergency vehicles or personnel.

On or before August 1, 2006, all existing electronically or electrically secured openings or gates that impede access to a structure or area shall either be (a) removed, or (b) constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department.

For the purposes of this section 503.7, "opening" shall be limited to an exterior door for a commercial or industrial building or a door on a commercial, industrial, or residential property that limits access to a common area that is an accessway to more than one commercial, industrial, or residential occupancy.

(H) Section 507.5. Amend Section 507.5 to read:

Section 507.5. Fire Hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Oxnard Fire Department published Standards and Appendix C or by an approved method.

(I) Section 507.5.1.1. Amend Section 507.5.1.1 to read:

Section 507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within 50 feet (15 m) of the fire department connections.

> **Exception:** The distance shall be permitted to exceed 50 feet (15 m) where approved by the fire code official.

(J) Section 901.6.3.2. Add Section 901.6.3.2 to read:

Section 901.6.3.2 System Records. All contractors who service, test, install and/or maintain fire protection systems within the city are required to enroll and utilize the designated and approved single-point repository service to file records of all system inspections, tests, and maintenance required by the referenced standards. This repository service shall be maintained electronically and provided to the fire code official through a third party inspection reporting system. Fees, as applicable, will be paid directly from the contractor to the approved single-point repository service vendor. It is the responsibility of the third party testing company to upload test data to the single-point repository within 30 days of test completion.

(K) Section 903.4.2.1. Add Section 903.4.2.1, to read:

Section 903.4.2.1 Exterior Strobe. Provide an approved exterior strobe, in an approved location, visible from the street or approach roadway or drive aisle.

(L) Section 904.3.5. Amend Section 904.3.5, to read:

Section 904.3.5 Monitoring. Where a building fire alarm system, or a monitoring and alarm system complying with section 903.4, is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm system or the monitoring and alarm system in accordance with NFPA 72.

(M) Section 906.1, #10. Add Section 906.1, #10, to read:

Section 906.1 #10 as required by the Fire Code Official.

(N) Section 907.3.5. Add Section 907.3.5 to read:

Section 907.3.5. Fog or Smoke Emitting Systems. No system shall be installed in any building/structure or portion thereof, which discharges any gas, vapor, liquid or other product when the primary intent of system discharge is to obscure the vision, cause disorientation, or otherwise incapacitate any occupant of said building/structure or portion thereof. Nothing in this section is intended to preclude the installation of an approved fire suppression system.

(O) Section 907.5.2.3.5. Add Section 907.5.2.3.5, to read:

Section 907.5.2.3.5. Exterior Strobe. Provide an approved exterior strobe, in an approved location, visible from the street or approach roadway or drive aisle.

(P) Section B105. Amend Table B105.2 to read:

Table B105.2. Column two - Minimum Fire-flow, Row two of three: 50% of the value in Table B105.1(2)[a]
Table B105.2. Column two - Minimum Fire-flow, Row three of three: 50% of the value in Table B105.1(2)[b]

(Q) Section D102.1. Amend Section D102.1, to read:

Section D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete of or approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 76,000 pounds (34,550 kg).

(R) Section D103.5 #1. Amend Section D103.5 #1, to read:

#1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 15 feet (4572 mm).

ARTICLE XVI. FIRE SPRINKLERS

SEC. 14-26. AUTOMATIC FIRE SPRINKLER SYSTEM.

The California Fire Code ("CFC") 2019 Edition, Section 903, Automatic Sprinkler Systems, is hereby amended.

(A) Section 903.2 through section 903.2.4. Amend Section 903.2 through 903.2.4 to read:

903.2 Where required. Approved automatic fire sprinkler systems shall be installed in all structures, occupancies, and locations as set forth in this section. For the purposes of this section, fire walls shall not be considered as creating separate buildings.

903.2.1 Definitions.

The following words and terms shall, for the purposes of section 903, have the following meanings.

Bathroom. A room or compartment containing one or more of the following: a toilet, a tub, or a shower.

903.2.2 New Construction.

Automatic fire sprinkler systems shall be installed, maintained, and accessible for service in all new buildings, regardless of location, floor area, construction type, or occupancy.

Exceptions:

1. Spaces and areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.

2. Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17

3. The Fire Code Official is authorized to make exception for trash enclosures that are of non-combustible construction including the roof or cover, and at least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.

4. The Fire Code Official is authorized to make exception for carports, storage sheds, and similar structures having less than 500 square feet of roof area including overhangs, if the structure is least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.

5. The Fire Code Official is authorized to make exception for structures of non-combustible construction that do not have occupiable space, and that have no storage, insignificant fire load, and no exposures.

903.2.3 Existing Construction.

Automatic fire sprinkler systems shall be installed, maintained, and accessible for service throughout existing structures and additions in the following situations.

1. Whenever there is a change in occupancy in the structure or change in use classification to a higher or more hazardous occupancy or use classification based on the Building Code classifications or as determined by the Fire Code Official.

2. Whenever permits for additions or alterations result in an increase of cumulative area of more than 1,000 square feet of total structure area, including mezzanines and additional stories. Additional area determination shall be cumulative, from the effective date of this ordinance: December 27, 2007. Sprinkler coverage shall include the entire existing structure, garage(s), and adjacent accessory structures.

3. In rooms where nitrate film is stored or handled.

4. In protected combustible fiber storage vaults as defined in this code.

5. When more than 75% of the existing ceiling is removed or exposed then the entire structure must be retrofitted with an NFPA 13 compliant Fire Sprinkler System.

Section 903.2.4 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire structure containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.

2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

(B) Section 903.2.7 through section 903.2.10. Amend Section 903.2.7 through 903.2.10 to read:

Section 903.2.7. Reserved.
Section 903.2.8. Reserved.
Section 903.2.9. Reserved.
Section 903.2.10. Reserved.

(C) Section 903.2.18 Amend Section 903.2.18 to read:

Section 903.2.18. Reserved.

(D) Section 903.3.1.2. Add the following sections.

Section 903.3.1.2.4 Overhangs. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:
1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

Section 903.3.1.2.5 Under stairs. Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

Section 903.3.1.2.6 Attics, crawl spaces, concealed spaces. Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed

spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

Section 903.3.1.2.7 Ceiling obstructions. Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

(E) Section 903.3.1.3. Add the following sections.

Section 903.3.1.3.1 Overhangs. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

Section 903.3.1.3.2. Under stairs. Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

Section 903.3.1.3.3. Attics, crawl spaces, concealed spaces. Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

Section 903.3.1.3.4. Ceiling obstructions. Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

PART 4. The City Council, following due consideration, hereby finds and determines that all the amendments, deletions, and additions to the forgoing California Building Standards Code and other codes are due to the following local conditions:

(A) Climatic

1. The City experiences periods of high temperatures accompanied by low humidity and high winds each year. The City also experiences periods of intense rainfall, which creates the need for special drainage precautions. Close proximity to the ocean may accelerate some building components to erode, corrode, decay, and expose beach homes to ocean wave force and damp corrosive microclimates.

2. During the months October through March, the City experiences wind conditions known as the "Santa Ana" winds. These very strong, hot, dry northeasterly winds considerably aid the spread of fire and create a strong possibility of a conflagration in all structures during this period. During these wind conditions, much of the Fire Department's resources are used to combat life safety problems such as downed power lines. The Fire Department is forced to provide standby protection for extended periods because the electric utility is overloaded with high priority calls. The Fire Department equipment used on these non-firefighting calls is, therefore, not available for response to structure fires. Thus, even a fire in one structure not immediately extinguished such as by a fire sprinkler system could spread and cause significant property damage and/or loss of life.

3. Although there are few brush or forest areas within the City, the Fire Department receives requests for aid from jurisdictions involved in firefighting these types of fires outside the City. This response leaves the City's firefighting resources at a lower than normal level and impacts the Fire Department's ability to promptly respond to structure fires when they occur at the same time.

4. During the hot, dry wind period, the number of outside fires, such as trash and grass fires, increases dramatically. These fires do not pose a serious threat to life or property, but do occupy firefighting resources and seriously impact the Fire Department's ability to respond to structure fires when they occur at the same time.

(B) Geological

1. The City is located in close proximity to 3 major fault systems capable of producing earthquakes ranging from 6.7 to 7.3 in magnitude, and has been determined by the State of California Seismic Hazards Mapping program to be underlain by soil layers that are prone to liquefaction failure. Special seismic design, construction, and inspection considerations must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas. Additionally, the potential for multiple fires occurring simultaneously after a large seismic event will tax available firefighting resources. Built-in fire protection will assist in extinguishing or controlling fires.

2. The City is located in an area with expansive soils, high groundwater table, and ocean frontage. Special foundation considerations and soils analysis requirements

must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas.

(C) Topographical

1. The City has flat land and waterfront developments that require special drainage and coastal precautions. Structures would be subject to water damage without special requirements addressing site drainage and coastal wave and wind forces.

2. During the rainy season, from December through April, the City is subject to flooding, making various parts of the City inaccessible to firefighting equipment on short notice. This prolongs the Fire Department's response time to structure fires.

3. The City is on a flat, coastal plain, and is in a tsunami inundation zone. Additionally, many of the evacuation routes from this zone pass through the City. The arrival time of a tsunami may be predicted, but not its magnitude. Therefore, evacuation measures may be taken, but the entire area is defenseless when it strikes. During and after a tsunami, these coastal areas will not be easily accessible to firefighting and other emergency equipment.

The City Council further finds that such amendments, deletions, and additions are necessary to best serve the public health and welfare. The City Council further finds and determines that all the amendments, deletions, and additions are also required for the reasons set forth in the Index and Summary to Model Codes and Amendments, which is attached hereto and incorporated herein as Exhibit A.

PART 5. The City Attorney, who was designated to prepare a summary of this ordinance, has determined that it is not feasible to prepare a fair and adequate summary thereof. The City Council thus orders that a display advertisement of at least one quarter page containing the information required by Government Code Section 36933(c)(2) be published in a newspaper of general circulation in the City at least five days prior to adoption of this ordinance, and another such display advertisement be similarly published within 15 days after its adoption, including the names of the Councilmembers voting for and against the ordinance.

PART 6. This ordinance was introduced for first reading on _____, 2019, and passed on _____, 2019, by the following roll call vote and shall take effect thirty days after final passage.

PASSED AND ADOPTED this _____ day of _____ 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fisher, City Attorney

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

INDEX

CALIFORNIA CODES AND AMENDMENTS

PART 1	**Repeal and reenacting of Articles of OCC**	1
PART 2	**Acronyms**	1
PART 3	**Adoption of California, International, and Uniform Codes**	2

ARTICLE I. (Reserved)

Section 14-1. (Reserved)

ARTICLE II. California Building Code

Section 14-2.	**California Building Code Adopted.**	3
Section 14-3.	**Amendments to the CBC.**	3
A.	Chapter I Division II, Section [A]101.4.4	3
B.	Chapter I Division II, Section [A]103.1	3
C.	Chapter I Division II, Section [A]105.2	3
D.	Chapter I Division II, Section [A]105.3.2	3
E.	Chapter I Division II, Section [A]107.1	4
F.	Chapter I Division II, Section [A]109.2	4
G.	Chapter I Division II, Section [A]110.3.12	4
H.	Section 903.2. Where Fire Sprinklers are Required.	5
I.	Section 1403.1. Waterproofing Weather-Exposed Areas.	5
J.	Section 1505.1. Roof Covering Requirements.	5
K.	Section 1507.1. Deck Requirements	5
L.	Section 1511.1. Re-roofing Requirements.	5
M.	Section 1613.5. Amendments to ASCE 7.	5
N.	Section 1613.5.1. Modification to ASCE 7 Section 12.2.3.1 Exception 3	6
O.	Section 1613.5.2. Modification to ASCE 7 Section 12.2.2.3	6
P.	Section 1613.5.3. Equation 12-12.1	6
Q.	Section 1704.6. Structural observations.	6
R.	Section 1705.3. Special Inspection for Concrete Construction.	7
S.	Section 1705.12.2. Special Inspection of Wood Shearwalls.	7
T.	Section 1803.2. Geotechnical Investigations.	8
U.	Section 1804.4. Drainage and Moisture Protection.	8
V.	Section 1808.7.4. Foundation and Slab Elevation.	9
W.	Section 1905.1. Scoping.	9
X.	Section 1905.1.7. ACI 318 Section 14.1.4.	9
Y.	Section 1905.1.9. ACI 318 Sections 18.7.5.	10
Z.	Section 1905.1.10. ACI 318 Section 18.10.4.	10
AA.	Section 1905.1.11. ACI 318 Section 18.12.6.2.	10
BB.	Section 2304.10.1. Wood Fastners.	10

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

CC. Section 2304.10.2.1. Quality of Nails. 11
DD. Section 2305.4. Hold-Down Connectors. 11
EE. Section 2306.2. Wood Structural Panel Diaphragms. 11
FF. Section 2306.3. Wood-Frame Shear Walls. 12
GG. Section 2307.2. Design of Wood-Frame Shear Walls. 13
HH. Table 2308.6.1. Braced Wall Line Support 13
II. Section 2308.6.8.1. Braced Wall Line Support. 13
JJ. Section 2308.6.9. Attachment of Sheathing 13
KK. Appendix Chapter J, Section J103.2, Exception 1 13
LL. Appendix Chapter J, Section J104.1 14

ARTICLE III. California Residential Code

Section 14-4. California Residential Code Adopted. 14
Section 14-5. Amendments to the California Residential Code. 14
A. Chapter I Division II, Administration 14
B. Section R301.2.2.11. Anchorage of Components and Equipment 14
C. Section R313. Fire Sprinklers Required. 15
D. Section R401.1. Wood Foundations Exception 15
E. Section R403.1.2. Continuous Footing in Seismic Design Category D_2. 15
F. Section R403.1.3.6. Delete Exemption to Continuous Footing Requirement 15
G. Section R404.2. Wood Foundations in Seismic Design Category D_2. 15
H. Table R602.3.(1) Wood Staples in Panels 15
I. Table R602.3.(2) Wood Staples in Panels 16
J. Table R602.10.3(3). Bracing Requirements Based on Seismic Design Category. 16
K. Section R602.10.4. Use of Staples in Panels. 16
L. Section R602.10.9.1. Use of Staples in Panels. 16
M. Section R703.1. Water Proofing. 17
N. Section R902.1. Roof Covering Materials. 17
O. Section R902.1.3. Roof Coverings in all other areas. 17
P. Appendix H Section AH103.2. Light, ventilation and emergency egress. 17

ARTICLE IV. California Green Building Standards Code

Section 14-6. California Green Building Standards Code Adopted. 17

ARTICLE V. Property Maintenance and Abatement Codes

Section 14-8. International Property Maintenance Code and Uniform Code for the Abatement of Dangerous Buildings Adopted. 18

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

ARTICLE VI. California Historical Building Code

Section 14-9. California Historical Building Code Adopted. 18

ARTICLE VII. California Electrical Code

Section 14-10. California Electrical Code Adopted. 18
Section 14-11. Amendment. 19

ARTICLE VIII. California Existing Buildings Code

Section 14-12. California Existing Buildings Code Adopted. 19

ARTICLE IX. California Mechanical Code

Section 14-13. California Mechanical Code Adopted. 19
Section 14-14. Amendment. 19

ARTICLE X. California Referenced Standards Code

Section 14-15. California Referenced Standards Code Adopted. 19

ARTICLE XI. California Plumbing Code

Section 14-16. California Plumbing Code Adopted. 20
Section 14-17. Amendment. 20

ARTICLE XII. (RESERVED)

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

ARTICLE XIII. (RESERVED)

ARTICLE XIV. (RESERVED)

ARTICLE XV. Fire Codes

Section 14-24. California Fire Code Adopted. 20

Section 14-25. Amendments. 21
A. Section 101.1 21
B. Section 104.12 21
C. Section 104.13 21
D. Section 110.4 21
E. Section 503.1.2.1 21
F. Section 503.2.1 22
G. Section 503.7 22
H. Section 507.5 22
I. Section 507.5.1.1 22
J. Section 901.6.2.2 23
K. Section 903.4.2.1 23
L. Section 904.3.5 23
M. Section 906.1, #10 23
N. Section 907.3.5 23
O. Section 907.5.2.3.5 23
P. Section B105 24
Q. Section D102.1 24
R. Section B103.5 #1 24

ARTICLE XVI. Fire Sprinklers

Section 14-26. Automatic Fire Sprinkler System. 24
A. Section 903.2 through 903.2.4 24
B. Section 903.2.7 through 903.2.10 26
C. Section 903.2.18 26
D. Section 903.3.1.2 26
E. Section 903.3.1.3 27

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

ARTICLE XVII. (RESERVED)

ARTICLE XVIII. (RESERVED)

ARTICLE XIX. (RESERVED)

PART 4	**General Findings**	28
PART 5	**Publication**	29
PART 6	**Effective Date**	30

SUMMARY

PART 3

ARTICLE II.
CALIFORNIA AND BUILDING CODE

Section 14-2 References the adoption of the California Building Code, 2019 Edition.

Section 14-3 Amendments to the CBC.

A. **Chapter 1 Division II, Section 101.4.4.** Corrects an inaccurate administrative reference.

Finding of Need: *Administrative.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

B. **Chapter 1 Division II, Section 103.1.** Administrative clarification of terminology.

Finding of Need: *Administrative.*

C. **Chapter 1 Division II, Section 105.2** Clarifies restrictions on items exempt from permits.

Finding of Need: *Local Climactic Condition #1, Local Geological Conditions #1 and #2.*

D. **Chapter 1 Division II, Section 105.3.2.** Modifies the time limit of permit extensions granted by the Building Official.

Finding of Need: *Administrative.*

E. **Chapter 1 Division II, Section 107.1.** Clarifies who can draw plans and prepare technical documents and when an Architect or Engineer is required.

Finding of Need: *Administrative.*

F. **Chapter 1 Division II, Section 109.2.** Clarifies how fees adopted by City Council are to be charged.

Finding of Need: Administrative.

G. **Chapter 1 Division II, Section 110.3.12.** Ensures that for projects that include licensing requirements from the Office of Statewide Health Planning and Development (OSHPD) are inspected by inspectors that are certified to do this type of project, and who is responsible for the cost of this work.

Finding of Need: Administrative.

H. Section 903.2. Where Fire Sprinklers are Required. This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: *Editorial reference.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

I. **Section 1403.1. Waterproofing Weather-Exposed Areas**. Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: *Local Climatic Condition #1*

J. **Section 1505.1. Roof Covering Requirements**. Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

K. **Section 1507.3.1. Deck Requirements**. Amends the CBC to ensure that the support of the roof covering, as recommended by the Structural Engineers Association.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

L. **Section 1511.1. Re-roofing Requirements**. Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

M. **Section 1613.5. Amendments to ASCE 7.** This controls how vertical irregularities are addressed in the design of structures to address lessons learned in structural performance observed during past earthquakes.

Finding of Need: *Local Geological Condition #1.*

N. **Section 1613.5.1. Values for vertical combination .** The proposed modification to limit mixed structural systems to two stories, limits the impact of vertical irregularities of the structural system. Reducing the possibility for damage during an earthquake..

Finding of Need: *Local Geological Condition #1.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

O. **Section 1613.5.2, ASCE 7 Section 12.11.2.2.3.** The revision to section 12.11.2.2.3 of ASCE 7-05 strengthens and clarifies the requirements for anchorage of concrete and masonry bearing walls to wood roofs, and is intended to increase life safety by preventing failures observed in recent past earthquakes.

Finding of Need: *Local Geological Condition #1.*

P. **Section 1613.5.3. Modification to ASCE 7 Section 12.12.3. Equation 12-12.1**. The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospitals, schools, assembly occupancies, and other important structures.

Finding of Need: *Local Geological Condition #1.*

Q. **Section 1704.6. General.** It is important to recognize that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design or their designee who were involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will greatly be increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the building official.

Finding of Need: *Local Climactic Condition #1, and Local Geological Condition #1 and #2.*

R. **Section 1705.3. Special Inspection for Concrete Construction.** This provision limits the types of concrete construction elements that can be installed without deputy inspection and is intended to increase quality control of critical structural elements.

Finding of Need: *Local Geological Conditions #1 and #2.*

S. **Section 1705.12.2. Special Inspection of Wood Shearwalls.** Allows for an exemption to special inspection of wood shearwalls if compensating design and construction limitations are observed.

Finding of Need: *Local Geological Conditions #1.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

T. **Section 1803.2. Investigations required**. Due soil conditions observed, special soils investigations are required.

Finding of Need: *Local Geological Condition #1 and #2.*

U. **Section 1804.4. Drainage and Moisture Protection**. Due to the relatively flat topography of the City, additional drainage and moisture protection requirements required.

Finding of Need: *Local Climactic Condition #1, Local Topographical Condition #1.*

V. **Section 1808.7.4. Drainage and Moisture Protection**. Due to the relatively flat topography of the City, additional drainage and moisture protection requirements required.

Finding of Need*: Local Climactic Condition #1, Local Topographical Condition #1.*

W. **Section 1905.1. Scoping**. Modifies the references to subsequent code sections so as to be consistent with other local code modifications contained herein.

Finding of Need*: Administrative clarification relating to the scoping of this section.*

X. **Section 1905.1.7. ACI 318 Section 22.10**. Amends this section to limit the use of un-reinforced or under-reinforced concrete in areas of high seismic activity so as to protect building structures and occupants from unnecessary damage.

Finding of Need: *Local Geological Conditions #1 and #2.*

Y. **Section 1905.1.9. ACI 318 Section 21.6.4.1.** Carries over important provisions relating to the design of concrete columns and beams that resist seismic loads from previous codes.

Finding of Need: *Local Geological Condition #1.*

Z. **Section 1905.1.10. ACI 318 Section 18.10.4.** Carries over important provisions relating to the design of concrete columns and beams that resist seismic loads from previous codes.

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

Finding of Need: *Local Geological Condition #1.*

AA. **Section 1905.1.11. ACI 318 Section 18.12.6.2.** Carries over important provisions relating to the design of heavily loaded concrete walls that resist seismic loads from previous codes.

Finding of Need: *Local Geological Condition #1.*

BB. **Section 2304.10.1. Fastener requirements.** Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limit the use of staple fasteners in resisting or transferring seismic forces. Limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This proposed amendment is a continuation of a similar amendment adopted during previous code adoption cycles

Finding of Need: *Local Geological Condition #1.*

CC. **Section 2304.10.2.1. Quality of Nails.** Ensures that nails and connectors used in seismic elements of the structure all meet minimum standards to which these elements were tested to.

Finding of Need: *Local Geological Condition #1.*

DD. **Section 2305.4. Hold-down connectors.** ICC-ES AC 155 Acceptance Criteria for Hold-downs (Tie-Downs) Attached to Wood Members is widely used to establish allowable values for hold-down connectors in evaluation reports. AC 155 uses monotonic loading to establish allowable values. Yet, cyclic and dynamic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a monotonic manner. However, the engineering, regulatory and manufacturing industries have not reached consensus on the appropriate cyclic or dynamic testing protocols. This amendment reflects the recommendations by the Structural Engineers Association of Southern California (SEAOSC) that investigated the poor performance observed in 1994 Northridge Earthquake. This proposed

amendment is a continuation of an amendment adopted during previous code adoption cycles with additional editorial revisions for clarification.

Finding of Need: *Local Geological Condition #1.*

EE. **Section 2306.2 Wood Structural Panel Diaphragms.** Provides additional restrictions for wood structural diaphragms in areas of high seismic activity.

Finding of Need: *Local Geological Condition #1.*

FF. **Section 2306.3. Wood-Frame Panel Shear Walls.** Provides additional restrictions for wood structural shear walls in areas of high seismic activity. The Structural Engineers Association of Southern California (SEAOSC) recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing, due to finding from the 1994 Northridge earthquake.

Finding of Need: *Local Geological Condition #1.*

GG. **Section 2307.2 Wood-frame Shear Walls.** Correct reference created by amendment.

Finding of Need: *Local Geological Condition #1.*

HH. Table 2308.6.1 Braced Wall Line Support. With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Condition #1.*

II. Section 2308.6.1 Braced Wall Line Support. With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced

walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Condition #1.*

JJ. Section 2308.6.9 Attachment of Sheathing. This proposed amendment is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region.

Finding of Need: *Local Geological Condition #1.*

KK. Appendix Chapter J, Section J103.2, Exception 1. The City is very flat and there is a concern for safe drainage design; therefore, the exemptions for a grading permit were limited 150 cubic yards of earth.

Finding of Need: *Local Topographical Condition #1.*

LL. Appendix Chapter J, Section J104.1. Clarifies grading plan submittal requirements including final submittal media, supporting reports, number of sets, and earthwork estimate requirements.

Finding of Need: *Administrative.*

ARTICLE III.
CALIFORNIA RESIDENTIAL CODE

Section 14-4. References adoption of the California Residential Code, 2019 Edition.
Section 14-5. Amendments to the California Residential Code.

A. **Chapter 1 Division II, Administration.** Uses the administration sections already adopted in the Building code to avoid duplication.

Finding of Need: *Administrative.*

B. **Section 301.2.2.11. Anchorage of components and equipment.** Ensures that additional items are anchored as required in the loading provisions of ASCE 7.

Finding of Need: *Local Climactic Condition #1, Local Geological Conditions #1 and #2.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

C. **Section R313. Where Fire Sprinklers are Required**. This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: *Editorial reference.*

D. **Section R401.1. Wood Foundations.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood- destroying organisms. However, an exception is made for non-occupied, single-story storage structures that pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.

Finding of Need: *Local Geological Conditions #1 and #2, Local Topographical #1.*

E. **Section R403.1.2. Continuous footing in Seismic Design Category D_2.** Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Conditions #1 and #2.*

F. **Section R403.1.3.6. Seismic reinforcing.** This amendment provides a continuous footing under all braced wall lines. Due to observed performance issue during the Northridge earthquake this section address the drift and deflection cause by lack of a continuous footing.

Finding of Need: *Local Geological Conditions #1 and #2.*

G. **Section R404.2. Wood foundation walls.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation walls that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms.

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

Finding of Need: *Local Geological Conditions #1 and #2, Local Topographical #1.*

H. **Table R602.3(1).** Cyclic tests conducted indicate that wood structural panel fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D_0, D_1 and D_2 unless it can be substantiated by cyclic testing.

Finding of Need: *Local Geological Conditions #1 and #2.*

I. **Table R602.3(2).** Cyclic tests conducted indicate that wood structural panel fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D_0, D_1 and D_2 unless it can be substantiated by cyclic testing.

Finding of Need: *Local Geological Conditions #1 and #2.*

J. **Table R602.10.3.(3) Bracing Requirements Based on Seismic Design Category.** Cleans up the table because California does not allow three stories conventional framing and Oxnard is composed of entirely Seismic Design Category D_2 per the Residential Code. Poor performance of the diagonal wood boards, structural fiberboard sheathing, gypsum board, particle board sheathing, portland cement plaster, and hardboard panel siding, during the Northridge earthquake justifies reduction or removal of these values. Limited cyclic testing provided to the ICC Los Angeles Chapter Structural Code Committee shows that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels.

Finding of Need: *Local Geological Conditions #1 and #2.*

K. **Section R602.10.4. Braced Wall Line Support for Seismic Design Category D_2.** Removes an exception that allowed shear walls to be constructed without continuous foundations. This also is constant with modifications in the Building Code.

Finding of Need: *Local Geological Conditions #1 and #2.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

L. **Section R602.10.9.1.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Conditions #1 and #2.*

M. **Section R703.1. Waterproofing Weather-Exposed Areas**. Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: *Local Climatic Condition #1*

N. **Section R902.1. Roofing covering materials**. Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

O. **Section R902.1.3. Roof coverings in all other areas**. Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

P. AH 103.2. Light, ventilation and emergency egress. Amends the optional chapter Appendix H which governs Patio Covers to restore the requirements of the regular code to require that emergency egress windows to exit directly to a yard or court.

Finding of Need. *Local Climatic Conditions #'s 2 and 3 and Local Geological Condition #1 to assure public health and welfare.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

P. AQ 101.1. Scope. Clarifies that this appendix shall only be applicable to detached single dwelling units.

Finding of Need. *Local Climatic Conditions #'s 2 and 3 and Local Geological Condition #1 to assure public health and welfare.*

ARTICLE VII.
CALIFORNIA ELECTRICAL CODE

Section 14-10. References adoption of the California Electrical Code, 2019 Edition.
Section 14-11 Amendments to the California Electrical Code.

A. Article 90-10. The administrative provisions for the CEC shall be those in Articles I and II of this chapter.

Finding of Need: *Administrative.*

ARTICLE IX.
CALIFORNIA MECHANICAL CODE

Section 14-13. References adoption of the California Mechanical Code, 2019 Edition.
Section 14-14. Amendments to the California Mechanical Code.

A. Chapter One – General Code Provisions. The administrative provisions for the CMC shall be those in Articles I and II of this chapter.

Finding of Need: *Administrative.*

ARTICLE XI.
CALIFORNIA PLUMBING CODE

Section 14-16 References adoption of the California Plumbing Code, 2019 Edition.
Section 14-17 Amendments to the California Plumbing Code.

A. **Chapter One – General Code Provisions.** The administrative provisions for the CPC shall be those in Articles I and II of this chapter.

Finding of Need: *Administrative.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

ARTICLE XV. FIRE CODES

SEC. 14-24. References Adoption of the CALIFORNIA FIRE CODE, 2019 Edition

SEC. 14-25. AMENDMENTS to CFC.

A. **Chapter 1, Section 101.1**. Administrative reference to City of Oxnard Code.

Finding of Need: *Administrative*

B. **Section 104.12.** This amendment allows the fire code official to issue orders with regard to a lot or parcel if there exists a fire hazard thereon.

Finding of Need: *Administrative*

C. **Chapter 1, Section 104.13. Stopping uses, evacuation**. This addition allows the fire code official to stop a use or order an evacuation if there is a hazardous condition or situation which presents a hazard to life or property.

Finding of Need: *Administrative*

D. **Section 109.4.** This amendment is an administrative reference to Oxnard City Code regarding violations of the Code.

Finding of Need: *Administrative*

E. **Section 503. 2.1. Dimensions**. This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: *Administrative, Climatic #2, #3, Topographical #2, #3*

F. **Section 503.7. Electronic and Electric Access Gates**. This section updates existing City Code requirements regarding electronic and electric gate controls so they reference current Fire Code sections. This section facilitates timely response of available apparatus.

Finding of Need: *Administrative, Climatic #2, #3, Topographical #2, #3*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

G. **Section 507.5 Fire Hydrant systems**. This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus.

Finding of Need: *Administrative*

H. **Section 507.5.1.1 Hydrant for standpipe systems**. This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus.

Finding of Need: *Administrative*

I. **Section 901.6.2.2 System Records**. This section sets requirements for maintenance recordkeeping consistent with the requirements of the Fire Department for electronic recordkeeping.

Finding of Need: *Administrative*

J. **Section 903.4.2.1 Exterior Strobe**. This requirement facilitates fire-fighting personnel in locating the correct building in alarm more quickly, especially in inclement conditions.

Finding of Need: *Administrative, Climatic #2, #3, Topographical #2, #3*

K. **Section 904.3.5 Monitoring**. This requirement facilitates firefighting and locating fire extinguishing system activation more quickly.

Finding of Need: *Administrative, Climatic #2, #3, Topographical #2, #3*

L. **Section 906.1, #10** This amendment allows the fire code official discretion in dealing with the placement of fire extinguishers in high theft areas.

Finding of Need: *Administrative*

M. **Section 907.3.5 Fog or Smoke Emitting Systems.** This requirement provides for firefighting personnel protection and facilitates more rapid response to building interiors for firefighting.

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

Finding of Need: *Administrative, Climatic #2, #3, Topographical #2, #3*

N. **Section 907.5.2.3.5 Exterior Strobe**. This requirement facilitates fire-fighting personnel locating the correct structure, where the alarm has been triggered, quickly, especially in inclement conditions.

Finding of Need: *Administrative, Climatic #2, #3, Topographical #2, #3*

O. **Section B105.** This ensures that sufficient water is available for firefighting, in concordance with fire department and water department operational guidelines.

Finding of Need: *Administrative, Climatic #2, #3, Topographical #2, #3*

P. **Section D102.1 Access and loading.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: *Administrative, Climatic #2, #3, Topographical #2, #3*

Q. **Section D103.5 #1 Gate width.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: *Administrative, Climatic #2, #3, Topographical #2, #3*

ARTICLE XV. FIRE SPRINKLERS

SEC. 14-26. FIRE SPRINKLERS This section adopts modifications to the California Code relating to Fire Sprinkler requirements.

A. **Section 903.2 through section 903.2.4** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections, clarifies language, and clarifies coverage requirements.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

B. **Section 903.2.7 through section 903.2.10** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections and clarifies language.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

C. **Section 903.2.18** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections and clarifies language.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

D. **Section 903.3.1.2** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections and clarifies threshold requirements for residential fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

E. **Section 903.3.1.3** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections and clarifies threshold requirements for residential fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

Ordinance Adopting and Modifying The 2019 California Building Codes

Jeffrey Lambert, Community Development Director
Steve Newman, Deputy Building Official

City Council
November 5, 2019

CITY OF OXNARD CALIFORNIA

BACKGROUND

- State of California updates the fire and life safety standards contained in the state's California Building Standards Code, every three years. The last adoption was in 2016.
- State Codes are based on model codes published by the International Code Council, National Fire Protection Agency, and International Association of Plumbing and Mechanical Officials.
- State Agencies modify these model codes to address challenges California faces along with compliance to State laws.

BACKGROUND

California Building Standards Codes mandatory effective January 1, 2020 even if not adopted by local amendment.

- California Building Code
- California Residential Code
- California Green Building Code
- California Historical Building Code
- California Existing Building Code
- California Referenced Standards Code
- California Electrical Code
- California Mechanical Code
- California Plumbing Code
- California Fire Code

Types of Amendments

- **Administrative**

  Amendments that relate to how the process works and titles.

- **Technical - Climatic, Geological, and Topographical**

  Amendments based on findings that relate to local conditions.

  - High moisture environment
  - Beachfront Construction
  - Faults
  - High ground water table
  - High clay content soils
  - Liquefaction of soils
  - Fire protection

Local Amendment Highlights

- **Administrative**
  - How long a permit or plan check is good for to assist the customer.
  - What the division is called
  - Title of chief officer
  - Local needs - Tiny homes regulations

- **Tiny House Standards**
  - Adopt standards published by the State allowing alternative standards for homes smaller than 400 square feet.

Technical Amendments Highlights

- **Structural Modifications**
  - Adopt provision to ensure people's dwelling and other structures do not flood in a heavy rain storm.
  - Adopt provisions to make the standards safer for location of faults and make the standards easier to comply with by excluding the information that would not apply within the city (standard shear wall schedule for non engineered structures.
- **Fire Protection**
  - Adoption of fire sprinklers requirements

Recommendation

That City Council:

Approve the first reading by title only and subsequent adoption of an ordinance repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.

CITY OF OXNARD CALIFORNIA

Discussion

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.1.

DATE: November 5, 2019

TO: City Council

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

SUBJECT: Exception to CalPERS 180 day Wait Period for Appointment of a Retired Annuitant to Perform Limited Term Specialized Project Work. (5/10/5)

RECOMMENDATION

That City Council adopt a resolution approving an exception to the CalPERS 180 day wait period for Paul Wendt.

BACKGROUND

Paul Wendt retired from the City of Oxnard on October 4, 2019 after 31 years of service. Mr. Wendt retired as the Development Services Manager and was responsible for administering engineering review for multiple, complicated, large-scale development projects, some of which are only partially through the review and construction process, including, the Oxnard Village (Wagon Wheel) Improvements and Development Agreement (DA), RiverPark, the Maulhardt property, and the Sakioka project.

Upon his retirement Mr. Wendt was actively involved in the following items for the Oxnard Village project: DA implementation, which dictates implementation of significant requirements for the developer and the City; the Levee- Oxnard Village is required to design and construct a flood protection system along their Santa Clara River frontage, which involves processing a Conditional Letter of Map Revision (CLOMR) through the Federal Emergency Management Agency (FEMA) and designing the flood protection system to the same parameters as the adjacent Ventura County Watershed Protection District (VCWPD) facilities; the Multi-Use Path (MUP), which is conditioned to be constructed through the project, including the MUP bridge over Oxnard Boulevard; Ventura Road Offsite Utilities payments to the City- the project is required by the DA to make payments to the City to reimburse Oxnard for the cost of construction of Sewer, Water, and Recycled Water facilities within Ventura Road; 101 Freeway off-ramp- the Oxnard Village developer is required to reconstruct the freeway off-ramp adjacent to the project; and future map phases – the timing of future Oxnard Village map phases might be limited by requirements associated with conditions of approval, which makes it important to review map conditions and DA sections carefully before allowing future phases to record.

The RiverPark project is wrapping up, however, infrastructure acceptance, as-builts, and master planned reimbursements, will need to be processed. The Maulhardt property and Sakioka projects are also significant projects currently being reviewed for development and will require ongoing review in the immediate future.

Mr. Wendt is the only professional engineer in the land development section of Community Development. With his retirement, the Community Development Department will have no Civil Engineer on staff. Both the Supervising Civil Engineer position, which Mr. Wendt held previously, and the Civil Engineer position remain vacant. Despite continued efforts, the department has been unable to fill the Civil Engineer role.

Pursuant to Government Code (GC) Section 7522.56(f)(1), City Council may consider and approve an exception to the 180 day wait period for hiring a CalPERS retired annuitant in an interim role during the recruitment to replace a critical position (GC Section 21221(h)). The Department is recommending City Council approval of an exception resolution pursuant to GC Section 21221(h) to allow Mr. Wendt to continue work on the Oxnard Village Improvements and DA, RiverPark, Maulhardt property, and Sakioka projects.

As Mr. Wendt is a retiree from CalPERS, there are specific requirements that the City must follow in order to comply with GC Section 21221(h) including:

- Interim appointment to a position (Development Services Manager) requiring specialized skills by the governing body;
- The open recruitment for a permanent Development Services Manager replacement;
- The interim appointment by the governing body must be of limited duration, not to exceed 960 hours in the fiscal year;
- The appointed retiree shall not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly rate; and,
- The appointment may be made only once.

Pursuant to GC Section 21221(h), it is recommended that City Council approve the attached resolution to temporarily appoint Paul J. Wendt as Interim Development Services Manager while the recruitment to permanently replace the Development Services Manager is conducted.

Upon City Council approval, Mr. Wendt will be hired effective November 6, 2019 as a retired annuitant, Interim Development Services Manager at an hourly rate of $85.1051. Mr. Wendt would be scheduled to work approximately 20 hours per week for approximately six-months, not to exceed 960 hours in the fiscal year. However, if additional time is needed beyond the six month period due to unsuccessful recruitments, the department may utilize the services of Mr. Wendt in the new (20-21) fiscal year, not to exceed 960 hours and no later than November 5, 2020. No other benefits, incentive, compensation in lieu of benefits, or other form of compensation is to be paid to Mr. Wendt. It should be noted that as a limited duration, at-will employee, Mr. Wendt will serve at the pleasure of the Community Development Director, and as such, employment may be terminated at any time, with or without cause or prior notice by either Mr. Wendt or by the Community Development Director.

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 FY 19-20 cost of appointing Mr. Wendt for a six-month period is approximately $51,660 and will be funded using salary savings from the Building Division's unfilled positions.

COMMITTEE OUTCOME

This item did not originate in Committee as it is a routine operational item.

Prepared by: Sabrina Rodriguez, Management Analyst III

ATTACHMENTS

1. Resolution Exception to 180 Day Wait Period
2. Personnel Action Form PAF

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GC SECTIONS 7522.56 AND 21221(h)

WHEREAS, in compliance with Government Code section 7522.56 of the Public Employees' Retirement Law, the governing body of the City of Oxnard must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and,

WHEREAS, Paul Wendt (3516) retired from the City of Oxnard in the position of Development Services Manager, effective October 4, 2019; and,

WHEREAS, Government Code Section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is April 2, 2020 without this certification resolution; and,

WHEREAS, Government Code Section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and,

WHEREAS, the City Council, the City of Oxnard and Paul Wendt certify that Paul Wendt has not and will not receive a Golden Handshake or any other retirement-related incentive; and,

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and,

WHEREAS, the governing body has authorized the search for a permanent appointment on October 10, 2019; and,

WHEREAS, the City Council hereby appoints Paul Wendt as an interim appointment retired annuitant to the vacant position of Development Services Manager for the City of Oxnard under Gov. Code section 21221(h), effective November 6, 2019; and,

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on November 5, 2020; and,

WHEREAS, the entire employment agreement, contract or appointment document between Paul Wendt and the City of Oxnard has been reviewed by this body and is attached herein; and,

WHEREAS, no matters, issues terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and,

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CALPERS employers; and,

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and,

WHEREAS, the maximum base salary for this position is $14,751.55 and the hourly equivalent is $85.1051, and the minimum base salary for this position is $8,975.77 and the hourly equivalent is $51.7833; and,

WHEREAS, the hourly rate paid to Paul Wendt will be $85.1051; and,

WHEREAS, Paul Wendt has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and,

THEREFORE, BE IT RESOLVED THAT the City Council of the City of Oxnard hereby certifies the nature of the appointment of Paul Wendt as described herein and detailed in the attached appointment document and that this appointment is necessary to fill the critically needed position of Development Services Manager for the City of Oxnard by November 6, 2019 because Paul Wendt is the sole Development Services Manager in the land development section of Community Development who has the specialized knowledge and skills to complete the multi-part Oxnard Village project.

PASSED AND ADOPTED THIS 5th day of November, 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 – PERSONNEL ACTION FORM

ITEM #M-1

INSTRUCTIONS: *THE FOLLOWING PERSONNEL ACTION REQUIRES THE APPROVAL OF THE DEPARTMENT HEAD AND THE CITY MANAGER OR DESIGNEE. ALL COPIES OF THIS FORM SHOULD BE SIGNED AND RETURNED TO THE HUMAN RESOURCES OFFICE.*

EMPLOYEE NO.	EMPLOYEE NAME (FIRST, INITIAL, LAST)	HIRE DATE	EFFECTIVE DATE
10537	Paul J. Wendt		11/06/2019

ACTION:

- ☒ NEW HIRE
- ☐ PROMOTION
- ☐ TERMINATION *(See back of PAF)*
- ☐ SALARY CHANGE
- ☐ STATUS CHANGE*
- ☐ CLASSIFICATION CHANGE
- ☐ TRANSFER
- ☐ COMPLETION OF PROBATION*
- ☐ SCHEDULE CHANGE
- ☐ CHANGE HOME ACCT *(The code used by payroll to direct employee's paycheck and timesheet to the employee)*
- ☐ ADDRESS/PERSONAL CHANGE
- ☐ CHANGE ACCT DISTRIBUTION *(The account(s), to which an employee's compensation will be charged within your budget)*

REASON:

- ☐ SELECTION
- _____ TERMINATION CODE *(Refer to back of PAF)*
- ☐ MERIT INCREASE*
- ☐ STEP INCREASE*
- ☐ FLEX STAFF*
- ☐ EDUCATIONAL INCENTIVE
- ☐ BILINGUAL PAY
- ☐ DEMOTION
- ☐ UNDER FILL**
- ☒ INTERIM APT**
- ☐ WORKING OUT OF CLASS**

***Requires performance evaluation** ***Requires a justification memo**

EMPLOYEE DEMOGRAPHICS/CHANGES

EMPLOYEE ADDRESS: NUMBER AND STREET		EMPLOYEE HOME PHONE NO.
CITY, STATE, ZIP CODE	Department/Division	UNION GROUP

EMPLOYEE APPOINTMENT/CHANGES

EMPLOYEE STATUS: ☐ FULL TIME ☒ LIMITED DURATION ☐ EXTRA HELP ☐ .75 FTE ☐ .50 FTE

DMV PULL: ☐ Add ☐ Remove

DOT PROGRAM: ☐ Add ☐ Remove

DAYS ☐ Sun ☒ Mon ☒ Tue ☒ Wed ☒ Thur ☒ Fri ☐ Sat

HOURS ☐ 9/80 ☐ 4/10 ☐ 5/40

FIRE ☐ Shift ☐ Admin

POLICE ☐ Sworn ☐ Non-Sworn

FROM				TO			
CURRENT CLASSIFICATION TITLE				NEW CLASSIFICATION TITLE	Interim Dev. Svcs. Mgr/Retired Annuitant		
DEPARTMENT/DIVISION				DEPARTMENT/DIVISION	Community Development		
STATUS	POSITION NO.	AUTH NO.		STATUS	POSITION NO.	AUTH NO.	
PAY GRADE CODE	STEP	SALARY		PAY GRADE CODE	M87	STEP	SALARY 85.1051/hr.

Remarks: Limited to 960 hrs per fiscal year; anticipate 20 hrs/week until position filled or 11/05/2020 (whichever occurs first).

CHANGE OF HOME ACCOUNT and/or ACCOUNT DISTRIBUTION

Home Acct: the code used by Payroll to direct the employee's timesheet. Acct Distribution: the account(s) to which an employee's compensation is charged to within your budget.

FROM Home Account Department/Division		TO Home Account Department/Division	
PERCENT	**FROM Account Distribution No.** *Indicate the account(s) to be charged & the percent breakdown if applicable)*	**PERCENT**	**TO Account Distribution No.** *(Indicate the account(s) to be charged & the percent breakdown if applicable)*

SUPERVISOR INITIALS _____ SUPERVISOR INITIALS _____ BUDGET MANAGER INITIALS _____

APPROVALS

DEPARTMENT DIRECTOR (PRINT) _____

DEPARTMENT DIRECTOR SIGNATURE _____ DATE _____

HUMAN RESOURCES DIRECTOR _____ DATE _____

CITY MANAGER OR DESIGNEE _____ DATE _____

PERSONNEL ONLY

REASON FOR TERMINATION

Code	Description	Code	Description
1A	Termination with Cause	3A	Reason Unknown
1E	End of Temporary Employment	3B	Job Abandonment
1F	End of Seasonal Employment	3G	Return to School
1G	End of Project/Assignment	3I	Relocation
1M	Layoff	3M	Accepted Another Position
1N	Retirement	4C	Rule/Policy Violation
1O	Resigned	4X	Did Not Pass Probation
1P	Deceased	7H	Personal
2B	Discipline	7J	Other

INSTRUCTIONS

Step 1: Complete the **EMPLOYEE NO.**, **NAME** and **EFFECTIVE DATE** or **HIRE DATE** *(whichever applies to the reason for the PAF)*

Step 2: Check the **ACTION** being completing by the submision of the PAF.

- **New Hire:** new employee with the City
- **Promotion:** movement to a position with a higher salary range
- **Termination:** separation from the city (for any reason)
- **Salary change:** increase or decrese in base wages
- **Status change:** change in extra help, full time, part time, regular status
- **Classification change:** position title change
- **Transfer**: movement to a different department and/or division
- **Completion of Probation:** employees who have completed their 12-month probationary period.
- **Schedule Change:** change in shift hours and/or days.
- **Address/Personal Change:** change of employee demographics and/or contact information
- **Change in Home Account:** the code used by payroll to direct employee's paycheck and timesheet to the employee
- **Change in Account Distribution:** the account(s), to which an employee's compensation will be charged within your budget.

Step 3: Check the **REASON** for the action, if applicable.

- **Termination Code:** enter the termination code indicating the reason an employee is terminating from the city.
- **Selection:** new employees who were selected by the department and completed a recruitment process.
- **Merit Increase:** employees who are receiving a percentage pay increase within their salary range.
- **Step Increase:** employees receiving a pay increase to a step within their salary range
- **Flex Staff:** classifications designated to advance to journey level with the prescribed time/training.
- **Education Incentive:** per MOU, employees who possess a degree higher than their position requires. Must submit proof of degree.
- **Bilingual Pay:** per MOU, employees who successfully pass bilingual testing.
- **Demotion:** movement from a higher classification to a lower classification. Can be voluntary or involuntary.
- **Under Fill:** filling a position with a lower level classification.
- **Interim Appointment:** temporary filling of a position, while a recruitment is being conducted.
- **Working Out of Class:** performing the duties of another position on a temporary basis.

Step 4: Complete the section that applies to the **ACTION** and/or **REASON** selected

- **Employee Demographics/Changes**: completed for employee address or personal changes. For Name Change all employees must complete and submit a new I-9
- **Employee Appointment/Changes**: must be completed for new hires, promotions, terminations, salary changes, status changes, schedule changes, classification changes, transfers, and completion of probationary period.
- **Change of Home Account and/or Account Distribution**: must be completed and initialed off for all changes in home account and/or change in account distribution. For **Change of Home Account and/or Change of Account Distribution** all PAFs must be submitted to Budget for approval prior to submission to Human Resources.

Step 5: Submit to Department Director for approval.

Step 6: Submit to Human Resources for approval.

Exception to CalPERS 180 day Wait Period for Appointment of a Retired Annuitant to Perform Limited Term Specialized Project Work

Jeffrey Lambert, Community Development Director
Lisa Yoshimura, Assistant Human Resources Director

CITY OF OXNARD CALIFORNIA

Background

- Paul Wendt retired from the City of Oxnard on October 4, 2019 after 31 years of service.

  Mr. Wendt retired as the Development Services Manager and was responsible for administering engineering review for multiple, complicated, large-scale development projects, some of which are only partially through the review and construction process, including, the Oxnard Village Improvements and Development Agreement (DA), RiverPark, the Maulhardt property, and the Sakioka project.

Oxnard Village Project

- Development Agreement (DA) implementation;
- Levee - flood protection system along the Santa Clara River frontage;
- Multi-Use Path (MUP) to be constructed through the project;
- Ventura Road Off-site Utilities payments to the City- Sewer, Water, and Recycled Water facilities;
- 101 Freeway off-ramp at Ventura Road; and
- Future map phases – review of map conditions and DA sections carefully before allowing future phases to record.

RiverPark, Maulhardt, Sakioka, etc.

- The RiverPark - infrastructure acceptance, as-builts, and master planned reimbursements;
- The Maulhardt property and Sakioka projects are also significant projects currently being reviewed for development and will require ongoing review in the immediate future.
- Mr. Wendt is the only professional engineer in the land development section of Community Development. With his retirement, the Community Development Department will have no Civil Engineer on staff.

CalPERS

Pursuant to Government Code (GC) Section 7522.56(f)(1), City Council may consider and approve an exception to the 180 day wait period for hiring a CalPERS retired annuitant in an interim role during the recruitment to replace a critical position (GC Section 21221(h)).

- The Department is recommending City Council approval of an exception resolution pursuant to GC 21221(h) to allow Mr. Wendt to continue work on the Oxnard Village Improvements and DA, RiverPark, Maulhardt property, and Sakioka projects.
- Pursuant to GC Section 21221(h), it is recommended that City Council approve the attached resolution to temporarily appoint Paul J. Wendt as Interim Development Services Manager while the recruitment to permanently replace the Development Services Manager is conducted.

Background

- Upon City Council approval, Mr. Wendt
  - Hired effective November 6, 2019 as a retired annuitant
  - Interim Development Services Manager at an hourly rate of $85.1051.
  - Work approximately 20 hours per week for approximately six-months, not to exceed 960 hours in the fiscal year.
  - The department may utilize the services of Mr. Wendt in the new (20-21) fiscal year, not to exceed 960 hours and no later than November 5, 2020.
  - No other benefits, incentive, compensation in lieu of benefits, or other form of compensation is to be paid to Mr. Wendt.

Financial Impact

The estimated FY 19-20 cost of appointing Mr. Wendt for a six-month period is approximately $51,660 and will be funded using salary savings from the Building Division's unfilled positions.

Recommendation:

That City Council adopt a resolution approving an exception to the CalPERS 180 day wait period for Paul Wendt.

CITY OF OXNARD CALIFORNIA

DISCUSSION

CITY OF OXNARD CALIFORNIA

CITY COUNCIL AGENDA REPORT

REPORTS
AGENDA ITEM NO. M.2.

DATE: November 5, 2019

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Ballot Arguments for the Oxnard Government Accountability and Ethics Act. (5/5/5)

RECOMMENDATION

1. That the City Council determine that City Council will file the written argument in support of the Oxnard Government Accountability and Ethics Act (measure designation to be determined) with five Councilmembers signing on behalf of the City; and
2. That the City Council determine that the Councilmembers that do not sign the argument in favor of the measure are authorized to sign the rebuttal argument along with representatives of organizations or members of the public designated by the Mayor.

BACKGROUND

On October 15, 2019, the City Council ordered a special election to be held on March 3, 2020 to consider the adoption of a measure entitled the "Oxnard Government Accountability and Ethics Act." As of the date that this staff report was prepared, the Ventura County Elections Division had not yet provided a designation for this ballot measure.

Under state law, because the City Council placed this measure on the ballot, the City Council may submit a ballot argument in favor of the measure with up to five Councilmembers signing the argument. (Elections Code Section 9282). The City Council also has the option of determining who would sign the rebuttal argument if an opposition argument is filed against the measure.

If the City Council does not file a ballot argument or authorize one or more of its members to file a ballot argument, then state law outlines the priority of groups and individuals who would be selected to prepare the ballot argument (Elections Code Section 9287). Top priority would be given to an association and/or individual who are bona fide sponsors or proponents of the measure.

The time period to file ballot arguments for the March 3, 2020 election runs from November 18 through November 26, 2019.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

The designation of who will be filing the ballot argument in favor of the measure and the rebuttal argument will not have a financial impact on the City.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kenneth Rozell, Chief Assistant City Attorney

ATTACHMENTS
None