

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



AMENDED AGENDA
(Items A2, A3, K-4 and K-5 added – 12/11/19)

OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
December 17, 2019

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

A1. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

A2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (added 12/11/19)

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.

A3. CLOSED SESSION (5:00 PM) (added 12/11/19)

1. 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.

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

C. APPOINTMENT ITEMS (5:30 PM)

1. City Manager Department

SUBJECT: Oxnard Housing Report Update by Central Coast Alliance United for A Sustainable Economy (CAUSE) (10/10/5).

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (6:00 PM)

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

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)

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.

E. 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.

1. Community Development Department

SUBJECT: Downtown Oxnard Revitalization Presentation. (15/10/10)

RECOMMENDATION: That the City Council receive a presentation from Marco LiMandri, President of New City America Inc., describing the success of San Diego's Little Italy Property Based Improvement District (PBID) and the potential for Downtown Oxnard.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

2. City Manager Department

SUBJECT: List of City Manager Approved Contracts - Informational Only (5/5/5).

RECOMMENDATION: That City Council receive and file the list of City Manager approved contracts for the period January 2019 through November 26, 2019.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

F. 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.

G. 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.

H. 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.

I. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the December 3, 2019 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. City Manager Department

SUBJECT: Resolution Revising Appointment to and Meetings of the Measure O Citizen Oversight Committee.

RECOMMENDATION: That the City Council adopt a resolution revising Resolution No. 13,776 regarding the Measure O Citizen Oversight Committee.

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

3. Community Development Department

SUBJECT: Adoption of Ordinance Nos. 2969, 2970, and 2971 for Planning and Zoning Permit No. 19-580-04 - Zoning Text Amendment to Create Regulations for Short Term Rentals.

RECOMMENDATION: That the City Council approve for second reading (by title only and waive further reading) and adoption of Ordinance Nos. 2969, 2970, and 2971 regarding short term rentals.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

4. Housing Department

SUBJECT: Agreement for Continuation of Homeless Shelter Services at 351 South K Street.

RECOMMENDATION: That the City Council approve agreement with Mercy House (Agreement No. A-8194) for the continued operation and management of the Oxnard Navigation Center at its temporary location at 351 South K Street, Oxnard, in the amount of \$1,177,560 for the remainder of Fiscal Year 2019-20.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

5. Human Resources Department

SUBJECT: Resolution Approving the Benefits for the Classifications Designated as Confidential Non-Management.

RECOMMENDATION: That the City Council approve the Resolution approving benefits for the classifications designated as confidential non-management.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

6. Public Works Department

SUBJECT: Award Agreement A-8150 with MNS Engineers, Inc. for Construction Inspection Services for the OWTP Emergency Repairs Project.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute Agreement A-8150 in the amount of \$248,944 with MNS Engineers, Inc., for Construction Inspection Services for the Oxnard Wastewater Treatment Plant (OWTP) Emergency Repairs Project PW 18-04 (196602). (Public Works and Transportation Committee approved 3-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

7. Police Department

SUBJECT: Adoption of Ordinance No. 2973 Banning the Sale of Flavored Tobacco Products.

RECOMMENDATION: That the City Council adopt Ordinance No. 2973 amending Article XIV of Chapter 11 of the Oxnard City Code related to Tobacco Retailer Permits and the sale of flavored tobacco products.

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

8. Community Development Department

SUBJECT: Adoption of Ordinance No. 2972 Planning and Zoning Permit No. 19-580-05 (Zoning Text Amendment) – Amendment to the Oxnard City Code to Create Regulations for Cannabis Retail Dispensaries.

RECOMMENDATION: That the City Council adopts Ordinance No. 2972 (read by title only, waiving further reading) approving Planning and Zoning Permit No. 19-580-05 (Zoning Text Amendment) – Amendment to the Oxnard City Code to Create Regulations for Cannabis Retail Dispensaries.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

J. PUBLIC HEARINGS1. Community Development Department

SUBJECT: Appeal of the Planning Commission's Decision to Uphold Approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit) for a new Clinicas Medical Office Building at 2001 Statham Boulevard, Subject to Certain Findings and Conditions. (10/10/10)

RECOMMENDATION: That the City Council, upon conclusion of the public hearing, adopt a resolution denying the appeal and upholding a revised version of the Planning Commission's approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit) authorizing the construction of a smaller 34,074 square-foot medical office building on a 2.76-acre parcel located at 2001 Statham Boulevard (APN: 220-0-010-325). The project requires:

- 1) a reduction in the number of on-site parking spaces justified by a parking study,
- 2) a reduction in the number of loading and unloading parking spaces, and
- 3) an increase in the maximum allowable building height subject to certain findings and conditions.

Legislative Body: City Council

Contact: Jeffrey Lambert, (805) 385-7882

K. REPORTS

1. Human Resources Department

SUBJECT: Resolutions Approving Successor Memoranda of Understanding with Service Employees International Union and International Union of Operating Engineers. (10/5/5)

RECOMMENDATION: That the City Council approve the attached resolutions approving successor Memoranda of Understanding with Service Employees International Union and International Union of Operating Engineers.

Legislative Body: City Council

Contact: Steve Naveau, (805) 385-7947

2. City Manager Department

SUBJECT: Internal Auditor's 2018-19 Annual Work Plan, Contract Amendment and Resolution.
(10/5/10)

RECOMMENDATION: That the City Council:

1. Ratify the Internal Auditor Annual Work Plan Proposal for 2018-19;
2. Approve and authorize the Mayor to execute a First Amendment to Agreement No. A-7986 with Price Paige and Company to amend required protocols; and
3. Adopt a resolution delegating to the Finance and Governance Committee and its Chair (and in limited circumstances, the City Manager or City Attorney) oversight and coordination of Internal Auditor services, and amending the Whistleblower Hotline Policy.

Legislative Body: City Council

Contact: Shiri Klima, (805) 385-7487

3. City Manager Department

SUBJECT: Sale of City of Oxnard Rule 20A Credits. (5/10/5)

RECOMMENDATION: That the City Council approve the following resolution: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE TRANSFER OF SOUTHERN CALIFORNIA EDISON RULE 20A CREDITS TO THE CITY OF LAGUNA BEACH IN EXCHANGE FOR GENERAL FUND DOLLARS AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION; with the proceeds from the sale of the Rule 20A credits to be applied to the General Fund reserve.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

4. City Clerk Department (added 12/11/19)

SUBJECT: Certificates of Sufficiency of Signatures for Four Initiative Petitions. (5/5/5)

RECOMMENDATION: That the City Council receive and file the certificates of sufficiency for the following four initiatives:

1. "New Requirements Regarding the Way in Which City Council Meetings, Council Committees

and Other City Legislative Bodies Are Run”

2. “Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met”

3. “Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council” and

4. “Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City’s Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget.”

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

5. City Attorney Department (added 12/11/19)

SUBJECT: Consideration of Action on Certified Initiative Measures Titled:

1. “New Requirements Regarding the Way in Which City Council Meetings, Council Committees and Other City Legislative Bodies Are Run;”

2. “Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met;”

3. “Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council;” and

4. “Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City’s Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget.” (5/10/15)

RECOMMENDATION: That the City Council:

1. For each initiative certified to date as sufficient by the City Clerk, either: a) adopt the ordinance, b) call an election, or c) order a report pursuant to Elections Code Section 9212; and

2. If calling the election, adopt resolution(s) ordering consolidation with the November 3, 2020 statewide election and requesting the County Clerk to conduct the election and authorizing the Board of Supervisors to canvass the returns.

Legislative Body: City Council

Contact: Stephen M. Fischer, (805) 385-7430

L. ADJOURNMENT

Housing Crisis 805



About the Report

- 590 surveys of renters in Ventura and Santa Barbara Counties
- Focused on working-class and immigrant tenants severely impacted by the housing crisis
- 185 of these surveys were from Oxnard!
- Report also includes data from US Census Bureau, CA Department of Housing and Community Development, local Housing Authorities, and online real estate databases like Zillow and Rent Jungle



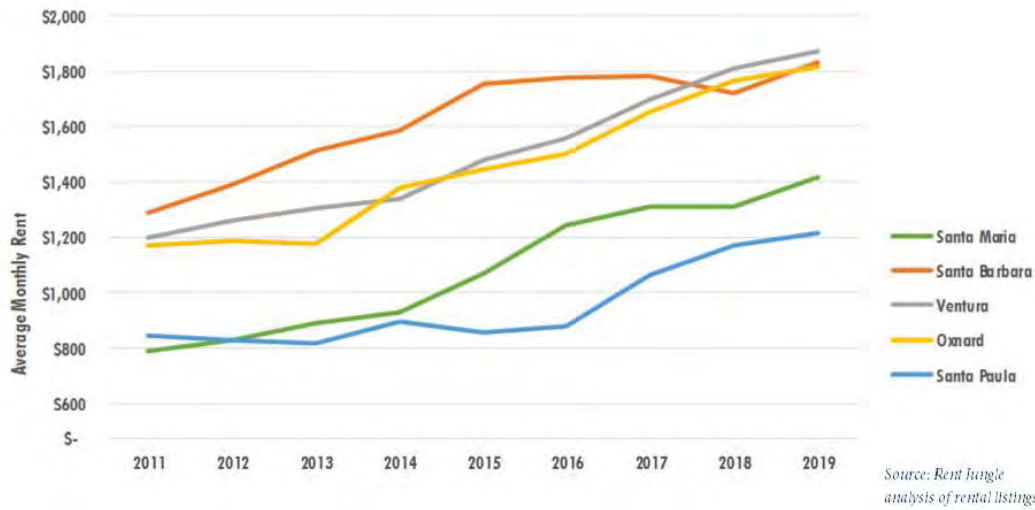
Snapshot of Ventura County Renters

- Renter have about half median income of homeowners: \$58,656 vs. \$100,365
- 55% of renters are cost-burdened (vs. 33% of homeowners)
- 41% of renters are Latino (vs. 25% of homeowners)
- 40% of renters live with children (vs. 30% of homeowners)
- 38% of Ventura County residents are renters, but 50% of Oxnard residents. One in three Ventura County renters lives in Oxnard.

Rent Burden by City



Median One Bedroom Apartment Rent



Average cost of one bedroom apartment on market in Oxnard costs 80% of the average income of a Ventura County farmworker

Year	1 BR Rent
2011	\$ 1,170
2012	\$ 1,188
2013	\$ 1,175
2014	\$ 1,380
2015	\$ 1,444
2016	\$ 1,504
2017	\$ 1,651
2018	\$ 1,763
2019	\$ 1,814

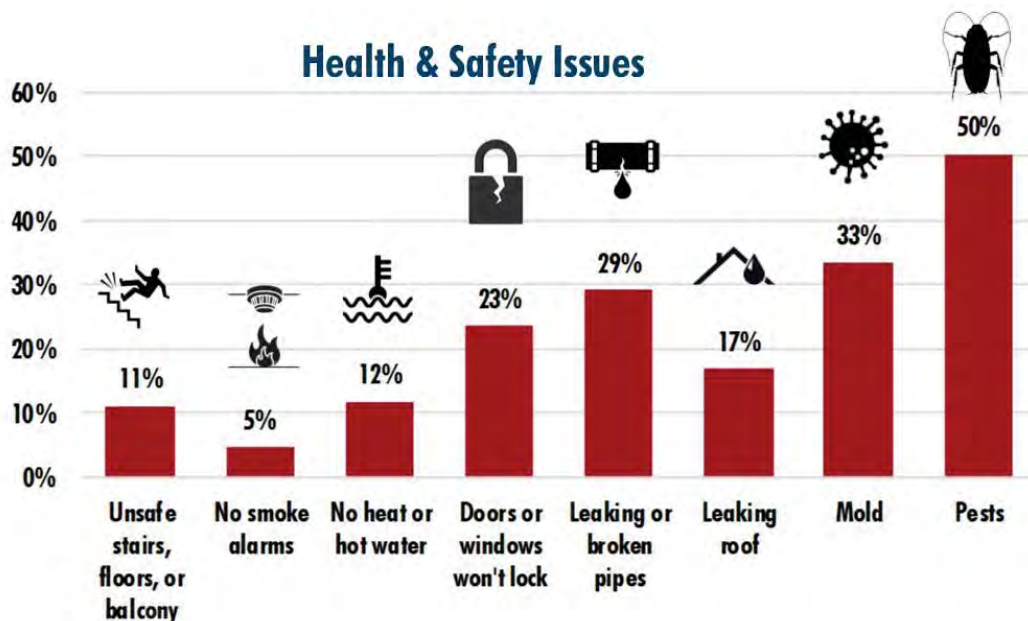
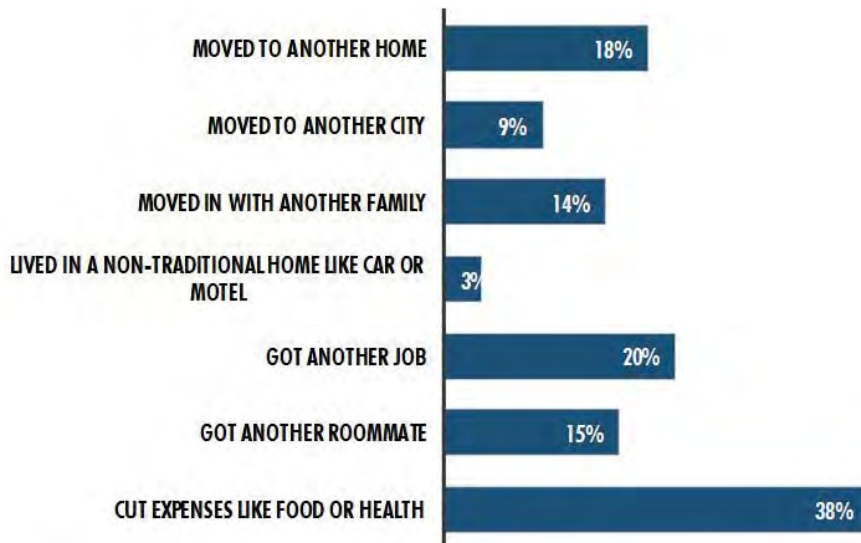
Farmworker Median Annual Pay

\$27,083

Domestic Worker Median Annual Pay

\$31,427

Surviving the Housing Crisis



Responses to Habitability Issues



Oxnard Renter Story

The Rodriguez family lived on the 500 block of Cuesta del Mar Dr. in South Oxnard, where many farmworker families come from indigenous communities in Southern Mexico. Indigenous families often face discrimination and barriers to speaking up about some of the most difficult and unsafe housing conditions. From 2013 to 2019, the Rodriguez family endured serious cockroach and rat infestations in their small apartment.

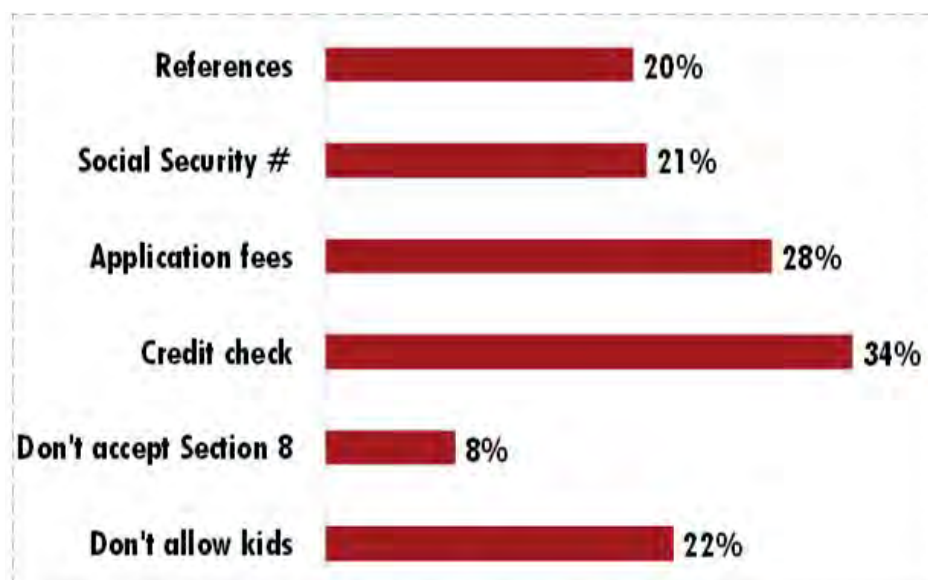
Maribel was 13 at the time they moved in and encountered the pest infestations immediately. Her parents were both farmworkers who spoke neither English nor Spanish, and had difficulty getting the landlord to fix anything. Maribel became the voice of the family, interacting with the landlord on their behalf. The landlord continued to reassure her that the issue would be addressed, but for six years, no exterminator or handyman ever appeared. Their microwave stopped working and stove was failing, making daily life difficult. They often had to throw away what food they could afford due to the roaches and rats. When the front door wouldn't close and the landlord failed to fix it, Maribel's father began to pay for repairs out of his own pocket.

Eventually the landlord began telling them that repairs would have to come out of their deposit, and unfortunately their deposit wasn't enough to pay for the repairs, so they couldn't fix anything. Because this one-bedroom apartment shared among six people was one of the only places they could afford, the family continued to endure the unsafe living conditions.

However, when they suddenly received a \$300 rent increase, they were forced out. When the Rodriguez family left, the landlord refused to give them their deposit, saying they needed it to renovate the apartment for a new tenant. Maribel knew her rights were being violated because she had become involved as a youth leader with CAUSE, and asked for help writing a letter that she presented to the landlord. "As soon as they got the letter, they didn't even open it and gave us back most of our deposit." She is proud that her family had learned their rights and got their money back, but sad that many neighbors were still taken advantage of.

Maribel is now 19, and although her family has moved into a much better apartment, she continues to advocate for other families in Oxnard. "I think that more people need to know about their rights and that laws need to be placed to protect families so it doesn't continue to happen."

Barriers to Finding Rental Housing



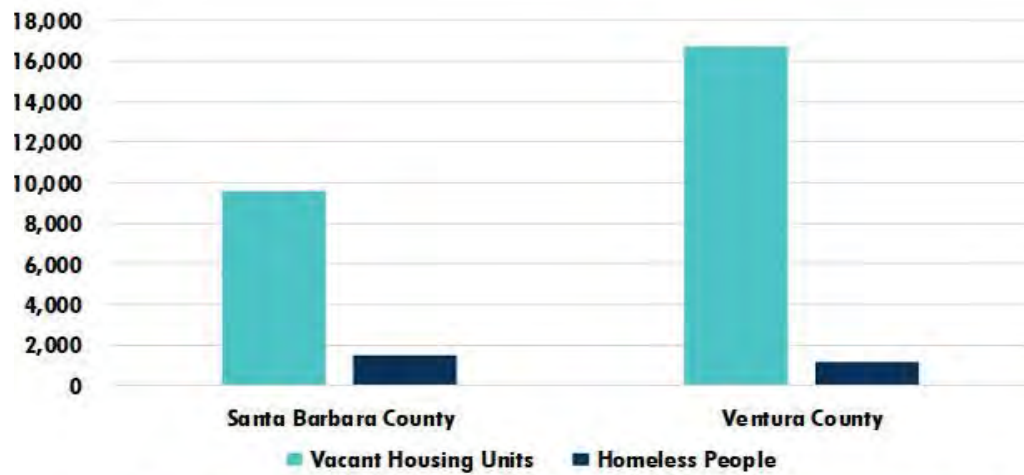
**Housing
Authority
Waitlists**

**Oxnard
7-10 years**

Oxnard Renters on the Front Lines of Housing Crisis

- **15%** of Oxnard renters in our survey had been **evicted** in the past five years (2nd highest city of all 5 surveyed)
- **44%** of Oxnard renters in our survey had received a **drastic rent increase** (over \$100) in the past five years (2nd highest city)
- **78%** of Oxnard renters in our survey had experienced one or more **habitability violations** (leaking pipes/roofs, pest infestations, structural safety risks, etc.) (highest of all cities)

More Empty Homes than Homeless People



Source: Ventura County and Santa Barbara County Point-in-Time Homeless Count 2017, US Census Bureau 2017 American Community Survey 1 Year Estimates

Who is Most at Risk?

- Women made up **63%** of survey takers, but **74%** of those who reported being evicted in the last five years
- Households with five or more people made up **47%** of the sample, but **64%** of those who had been evicted.

Living with Housing Insecurity

- **35%** of the tenants we interviewed were in a **month-to-month lease**, and **19%** **had no formal written lease** at all
- **37%** said they were somewhat to extremely **worried about being evicted**
- **65%** reported being somewhat to extremely **worried about their rent being increased**

Policy Options: Low Hanging Fruit

- **Long-term lease law:** require landlords offer tenants the option of a one year lease
- **Rental mediation program:** mediate tenant-landlord disputes
- **Tenant legal aid:** fund free legal representation for tenants

Policy Options: Tenant Protection Ordinances

- **Rent stabilization:** cap on annual rent increase for older apartment buildings (state just passed 5% + rate of inflation)
- **Eviction protections:** require displacement assistance or longer advance notice for no-fault evictions (state just passed “just cause” requirement for eviction)
- **Habitability inspections:** Oxnard is now doing inspections, but can be strengthened

Policy Options: Affordable Housing Investments

- **Housing Bond:** put bond on ballot for voters to raise money for building affordable housing or buying and rehabilitating existing buildings to preserve as affordable housing
- **Donating Land:** assess any surplus city land to donate to affordable housing providers or housing authority

Policy Options: Low Cost Affordable Housing

- **Inclusionary Housing Ordinance:** Oxnard requires percent of new for-sale developments to be affordable, but not rentals currently
- **Streamlining permitting:** relax requirements for parking, setbacks, densities, and heights for affordable housing projects, reduce or eliminate application or impact fees, allow by-right or administrative approval

Policy Options: Alternative Housing Models

- **Community Land Trusts:** Resident owns structure of their home and can make investments or sell, nonprofit owns land and maintains as permanently affordable
- **Limited Equity Cooperatives:** Residents own share of building, can buy or sell, but growth in value is returned to the cooperative to maintain affordability

Policy Options: Market-Based Development

- Most new private development right now is built for high income
- Can ease overall regional housing shortage
- Be careful: new luxury housing in low-income neighborhoods can raise surrounding land values and fuel gentrification
- Pair development incentives with inclusionary housing requirements to ensure some is affordable
- Focus on allowing “missing middle” duplexes, triplexes etc. in low-density neighborhoods that have only allowed single-family
- Rezone underutilized commercial and industrial areas



CITY COUNCIL AGENDA REPORT
REPORT OF CITY MANAGER/EXECUTIVE
DIRECTOR/SECRETARY
AGENDA ITEM NO. E.1.

DATE: December 17, 2019

TO: City Council

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

SUBJECT: Downtown Oxnard Revitalization Presentation. (15/10/10)

RECOMMENDATION

That the City Council receive a presentation from Marco LiMandri, President of New City America Inc., describing the success of San Diego's Little Italy Property Based Improvement District (PBID) and the potential for Downtown Oxnard.

BACKGROUND

In January 2019 the City entered into an agreement for services with New City America Inc. to support the efforts to revitalize Downtown Oxnard. New City America Inc. and its President Marco LiMandri have a long track record of successfully forming and managing PBIDs in California and throughout the country. Most relevant is their experience in San Diego's Little Italy. Since January 2019 Mr. LiMandri has been working with the City of Oxnard and the Oxnard Downtown Management District (ODMD) to enhance the efforts to revitalize Downtown Oxnard by developing a highly functioning PBID and partnership with the City of Oxnard.

The presentation will describe the success story of San Diego's Little Italy and provide an overview of the key elements necessary for the revitalization of Oxnard's Downtown.

STRATEGIC PRIORITIES

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

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

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

Goal 2. Enhance business development throughout the City.

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

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

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

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

Goal 3. Enhance business retention and attraction.

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

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

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

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

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

FINANCIAL IMPACT

There are no financial impacts associated with this presentation.

COMMITTEE OUTCOME

This is a Presentation to the City Council and did not originate in Committee.

Prepared by: Jeffrey Lambert, Community Development Director

ATTACHMENTS

1. Oxnard New City America PPT 12_17 CC (pdf)



NEW-CITY
America, Inc.



Creating Better Communities for Today & Tomorrow

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NEW-CITY
America, Inc.



Creating Better Communities for Today & Tomorrow

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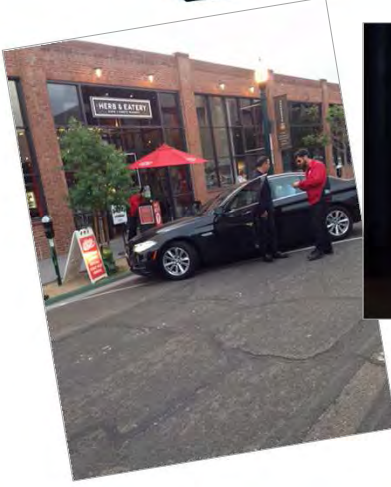


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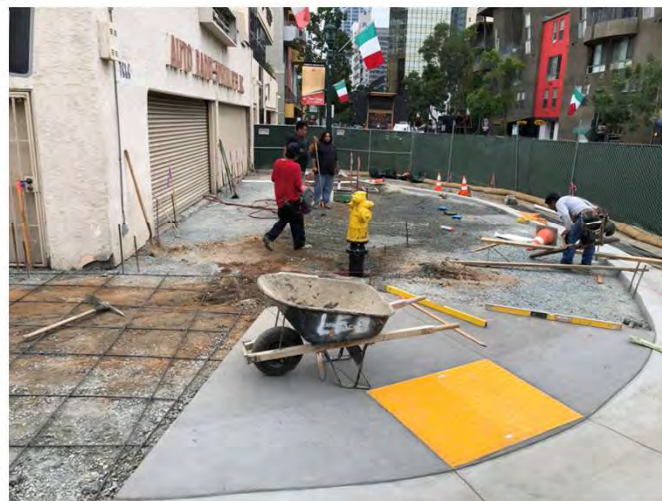


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Table, Chairs & Umbrella Sets (5 Units)



Monument & Life-Size Bronze Statue (1 Unit)



Story Monuments (4 Units)



Hanging Baskets (8 Units)



Planters (7 Units)

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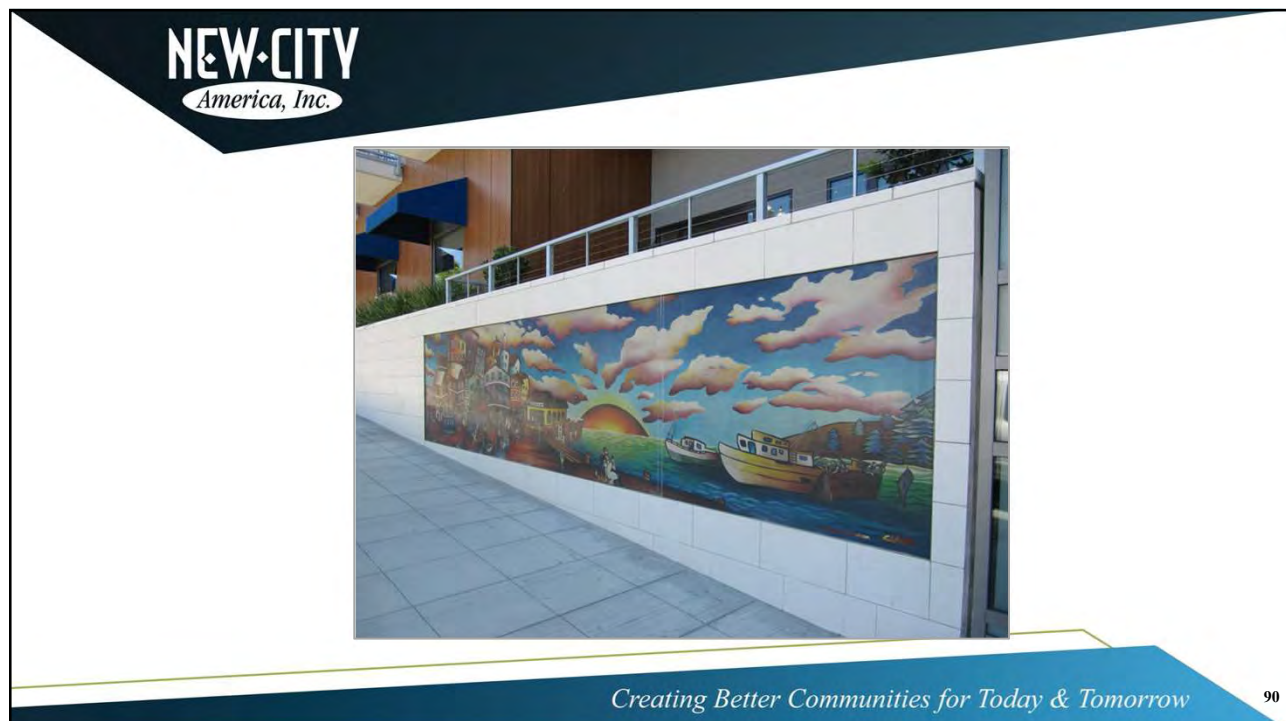
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During World War II many steam clippers were converted to Yacht Patrols by the US Navy

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SOCIAL MEDIA

Through thoughtfully curated content and strategic campaigns, the Little Italy Association of San Diego utilizes social media as a tool to showcase the history, lifestyle and values of the neighborhood.

Connecting with residents, businesses, restaurants, media, travelers and influencers, Little Italy has become a hub for all things happening in the community and has grown to become the leading resource for visitors and locals alike.

In the last year, these networks have grown by 12% on Facebook, 21% on Instagram and 10% on Twitter. Little Italy has proved to be a top destination and has the largest social media following of any community within San Diego.

Facebook	Instagram	Twitter
61,526 - 68,700	35,100 – 42,400	6,484 – 7146
12% increase	21% increase	10% increase

With the opening of many more piazzas, a boom in residential developments, more businesses opening their doors and the return of the neighborhood's most loved community events, San Diego's Little Italy will continue to make waves in the media around the globe and grow its engaged community on social media.

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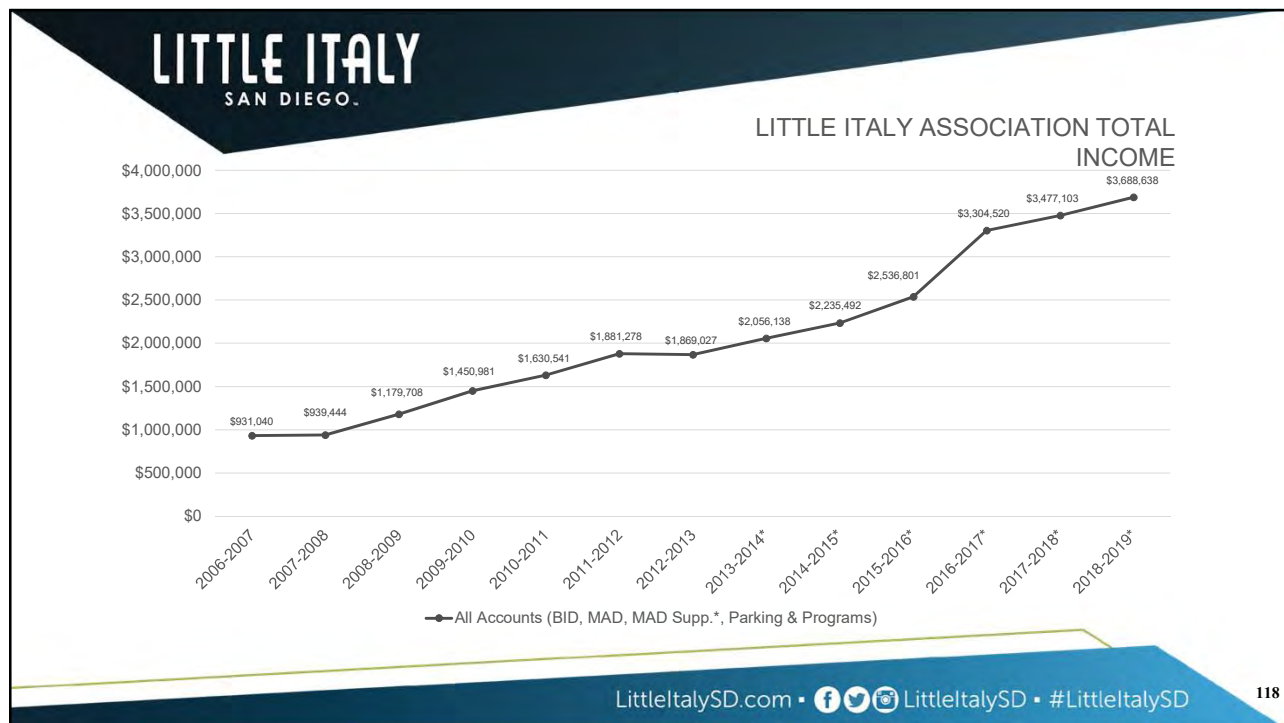
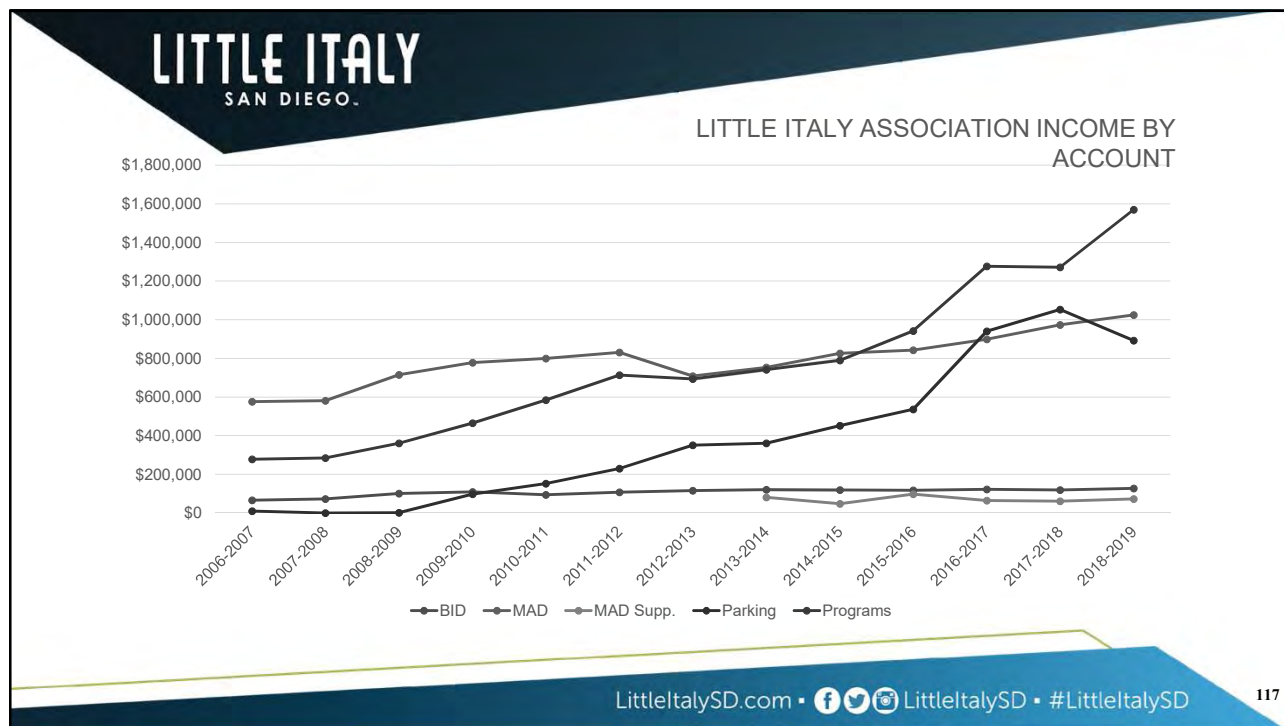
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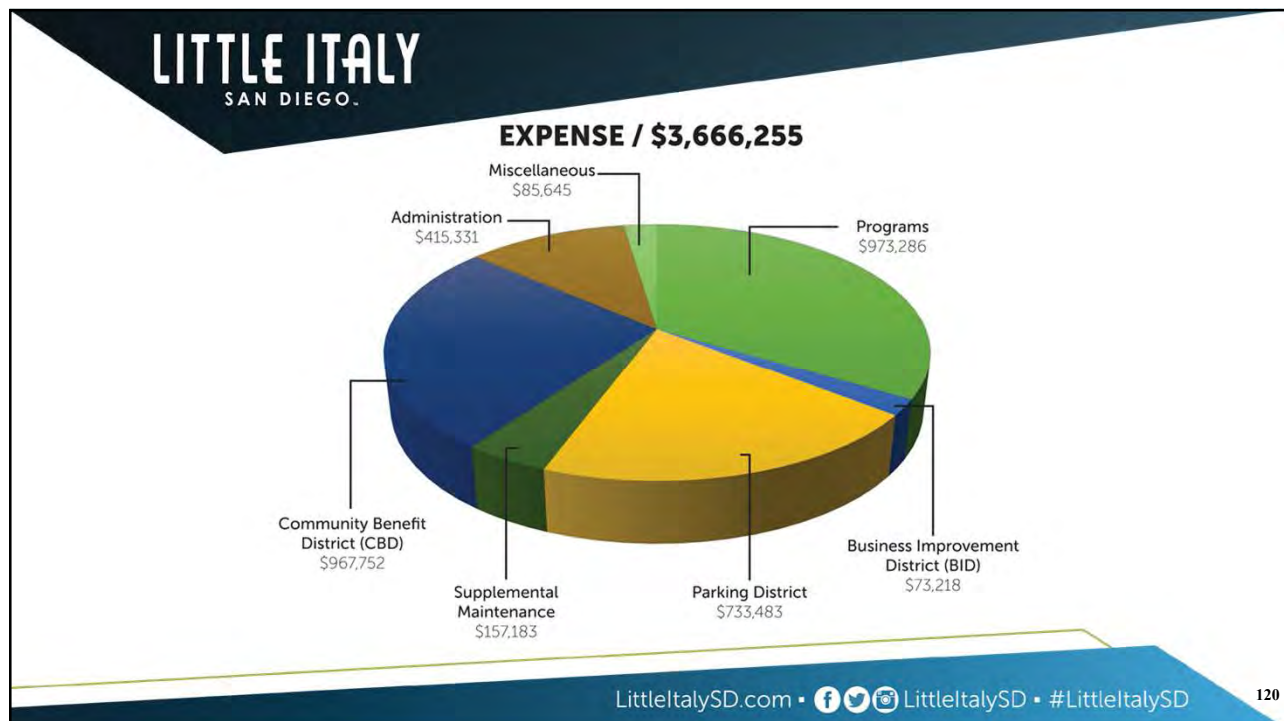
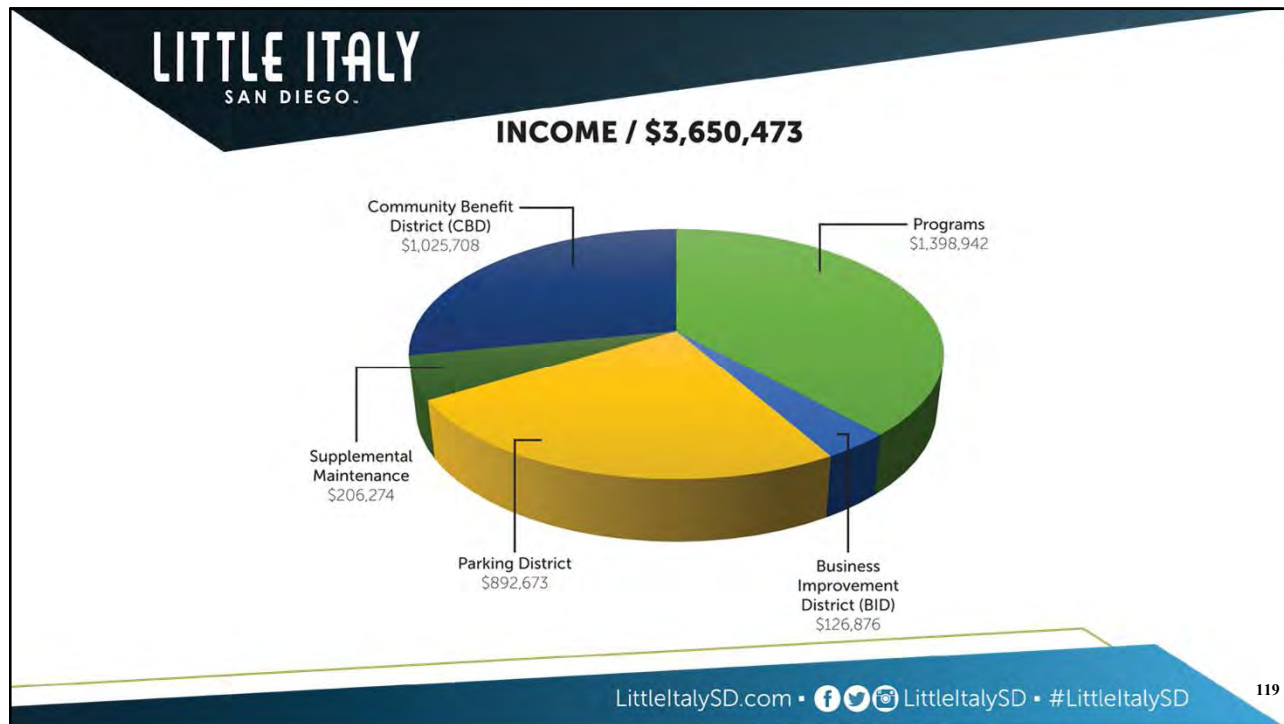


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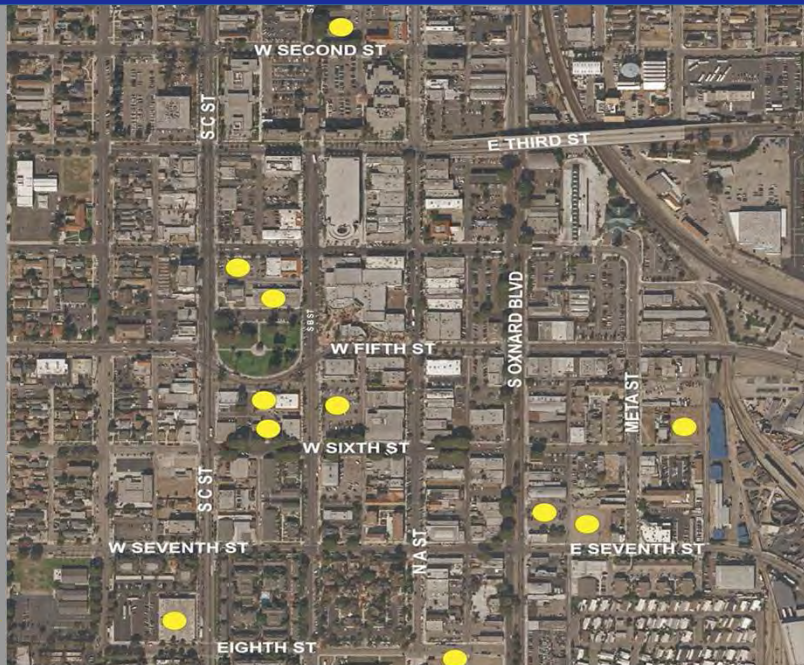
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Recent Downtown Revitalization Accomplishments

- Adopted Downtown Zoning Code (July 2019)
- Renewed Oxnard Downtown Management District (ODMD) for 5 years (July 2019)
- Exclusive Negotiation Agreement (ENA) with Madison Park for multiple story residential development at the Social Security building and related Parking Authority parcels and the 538 South B Street parking lot.
- Adopted regulations regarding camping, removal and storage of personal property, park exclusion, and aggressive panhandling and soliciting
- Hired New City America PBID and revitalization consulting services

Downtown Development Projects (pending)



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Next Steps to a Revitalized Downtown Oxnard

- Enhance the ODMDs core safe and clean priorities
- Graduate the ODMD to a Community Benefits District (CBD) to order to maximize the reinvestment in the Downtown through investment by all new development
 - Entrepreneurial focus
- Attract top tier development projects
- Leverage City-owned property for private economic investment

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5th Street

Oxnard Center

News Monday, May 7, 1990 The Press-Courier 7

Downtown Oxnard complex posed

By JIM SCHULTZ
Press-Courier Staff Writer

A six-story office, retail and apartment building may be constructed in downtown Oxnard under a plan to be reviewed Tuesday by the Oxnard City Council.

Council, which will consider the estimated \$10 million to \$12 million real-estate proposal, is headed by the Redevelopment Agency, which will be asked to select the Redevelopment Agency Group as the preferred developer for the downtown project.

It will also be asked by staff to enter into exclusive negotiations with the company for a period not to exceed nine months in order to develop a specific agreement.

The Redevelopment Agency authorized staff last January to solicit proposals from developers for a downtown site located on A Street between Fourth and Fifth streets.

Out of three proposals received, a staff selection review committee, which is composed of representatives of the

"A" STREET ELEVATION

"B" STREET ELEVATION

DRAWING SHOWS TWO VIEWS OF PROPOSED OXNARD PROJECT
Property located on A Street between Fourth and Fifth streets.

**CENTRAL CITY
REVITALIZATION
PROJECT**

**SOLICITATION
FOR
DEVELOPMENT
PROPOSAL**

FIRST PHASE

META STREET B

**OXNARD
REDEVELOPMENT AGENCY,
OXNARD, CALIFORNIA**

FEBRUARY, 1980

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CITY COUNCIL AGENDA REPORT
REPORT OF CITY MANAGER/EXECUTIVE
DIRECTOR/SECRETARY
AGENDA ITEM NO. E.2.

DATE: December 17, 2019

TO: City Council

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

SUBJECT: List of City Manager Approved Contracts - Informational Only (5/5/5).

RECOMMENDATION

That City Council receive and file the list of City Manager approved contracts for the period January 2019 through November 26, 2019.

BACKGROUND

On June 12, 2018, the City Council approved Ordinance No. 2943 changing the City's Purchasing Procedures. Ordinance No. 2943 increased the threshold for City agreements/contracts, change orders/amendments and purchase orders allowing the City Manager to award and execute any procurement contract or purchase order up to \$200,000 annually. Additionally, the City Manager may execute any amendment that, collectively with the original purchase order or contract and all amendments thereto, does not exceed \$200,000 annually. The attached list of contracts, purchase orders and amendments meet the criteria of amounts of being between \$101,000 to \$200,000 annually (including all prior amendments) for the period between January 1, 2019, and November 26, 2019.

STRATEGIC PRIORITIES

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

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

This is a report with no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. City Manager Contract List

City Manager Contract List - January 1, 2019 - November 26, 2019
Contracts from \$101,000 to \$200,000 Annually

	Date	Vendor	Contract No.	Purpose	Value of Item Signed	Total Value
1	1/9/2019	AutoZone Stores, LLC.	Purchase Order No. 7155	Automotive parts and supplies with AutoZone through a cooperative contract with National IPA, Contract #R170201.	\$200,000.00	\$200,000.00
2	1/16/2019	Oilfield Electric Company	8526-19-PW	Temporary transformer replacement at the Wastewater Treatment Plant.	\$146,900.00	\$146,900.00
3	1/29/2019	Voyager	Purchase Order No. 6279	Purchase of compressed natural gas.	\$75,000.00	\$200,000.00
4	1/29/2019	New City America, Inc.	8525-19-CM	To assist the Oxnard Downtown Property Business Improvement to grow and develop the Board and overall organization into a broader Community Benefits District concept	\$90,000.00	\$285,000.00
5	1/29/2019	Oilfield Electric Company	8321-18-PW	PW 17-35R, Installation of Generators for Fire Station Nos. 1, 2, 3 and 5	\$148,600.00	\$148,600.00
6	2/28/2019	Toshiba America Business Solutions, Inc.	8543-19-FN	Lease of citywide copiers	\$106,600.00	\$588,710.00
7	2/28/2019	Sintra Group	8502-18-PO	Pre-employment background services for the Police and Fire Departments.	\$175,000.00	\$525,000.00
8	3/11/2019	West Coast Welding and Construction	8438-18-PW	PW18-68, On-call baler maintenance and repair services at Del Norte Recycling Center.	\$150,000.00	\$150,000.00
9	3/13/2019	Dokken Engineering	8587-19-PW	Professional engineering services to peer review plans, specifications and estimates for the Rice Avenue and Fifth Street	\$177,195.00	\$177,195.00
10	3/14/2019	Tetra Tech, Inc.	8554-19-PW	Seawall repair feasibility study and construction documentation for 3900 -3966 West Hemlock Street.	\$156,325.00	\$156,325.00
11	4/11/2019	City Impact, Inc.	8563-19-PO	Serve as the lead community-based organization to carry out direct service activities of Operation PeaceWorks supporting targeted youth and families.	\$78,488.00	\$240,100.00
12	4/11/2019	R.C.Becker and Son, Inc.	8580-19-PW	PW19-20, Lathrop Park Jogging Path Improvement project	\$157,863.00	\$157,863.00
13	4/11/2019	Unlimited Engineering Contracting, Inc.	8597-19-PW	PW19-61, Beck Park Lighting Improvement Project.	\$167,000.00	\$167,000.00
14	4/12/2019	Ventura County Overhead Door	Purchase Order No. 7264 (A-8115)	PW19-07 Roll Up Door Maintenance and On-Call Repair Services	\$172,500.00	\$172,500.00
15	4/17/2019	GI Endurant, LLC dba GI Energy	A-8043	Second Amendment to PW18-03, Oxnard Wastewater Treatment Plant, Cogeneration 2nd Engine Post Inspection and repairs. City Council awarded the contract February 6, 2018 and authorized the City Manager to amend the agreement in an amount not to exceed \$80,000 for one or more of the possible	\$80,000.00	\$717,342.00
16	4/26/2019	Unlimited Engineering Contracting, Inc.	8606-19-PW	PW19-18R, Colonia Park Lighting Improvement Project.	\$156,500.00	\$156,500.00
17	4/26/2019	Quinn Rental Services	Purchase Order No. 7282	Equipment rental for the Wastewater Treatment Plant.	\$107,820.00	\$307,820.00
18	5/2/2019	Vista Ford	Purchase Order No. 7028	Purchase of parts and service	\$50,000.00	\$150,000.00
19	5/2/2019	Fleet Services, Inc.	Blanket Purchase Order No. 7046	Purchase of truck parts.	\$25,000.00	\$200,000.00
20	5/2/2019	PCS Mobile	Purchase Order No. 7291	Replacement of 30 Police Vehicle computers	\$107,060.40	\$107,060.40
21	5/8/2019	AssetWorks, LLC.	Purchase Order No. 7000	Fleet maintenance software	\$122,977.00	\$122,977.00
22	5/8/2019	Phoenix Group Information Systems	Purchase Order No. 7292	To administer parking and administrative citation processing and collection services.	\$175,000.00	\$175,000.00
23	5/9/2019	Univar USA, Inc.	8612-19-PW	Provide annual supplies of liquid limestone to the Advanced Water Purification Facility (AWPF) to balance the pH levels of purified water circulating through the facility's piping network.	\$25,000.00	\$347,400.00

			Provides technical assistance on the City's groundwater management program, non-engineering consulting services regarding the groundwater sustainability plan and grant writing for various public works projects.	\$25,000.00	\$200,000.00	
24	5/28/2019	M6 Consulting, Inc.	8321-18-PW			
25	6/5/2019	Raftelis Consultants	Purchase Order No. 7322	To assist with the water rate study.	\$160,442.00	\$160,442.00
26	6/11/2019	L.N. Curtis & Sons	Purchase Order No. 6673	For the purchase of Fire Department supplies and equipment	\$25,000.00	\$200,000.00
27	6/19/2019	Republic Elevator Company	7340-15-CM	For city-wide elevator maintenance.	\$33,000.00	\$183,000.00
28	7/24/2019	Com3 Consulting	8664-19-PW	For on-call engineering services	\$200,000.00	\$200,000.00
29	7/24/2019	Employment Services, LLC. dba Pirate Staffing and LaborMax Staffing	8613-19-PW	Temporary labor for Del Norte Regional Recycling Center operations (sorter and maintenance worker trainee vacancies)	\$200,000.00	\$200,000.00
30	8/15/2019	Ward Corporation	8729-19-PW	PW 19-74 Asphalt Concrete Dig-Out and Repair Project	\$182,531.00	\$182,531.00
31	9/16/2019	Aqua Metric Sales Company	Purchase Order No. 7420	For the purchase of water meters	\$200,000.00	\$200,000.00
32	9/18/2019	Gradall Rental Company, Inc.	7632-16-PW	Second Amendment to Agreement for storm drain channel	\$47,040.00	\$117,600.00
33	10/14/2019	FEDChex Recovery, LLC. dba FCR Collection Services	8773-19-FN	To provide debt collection services for the City, for delinquent accounts and any other debts owed to the City.	\$166,667.00	\$166,667.00
34	10/15/2019	Pueblo Construction, Inc.	A-8188	PW 20-11 PAL Gymnasium South Wing Roof Repair	\$206,490.60	\$206,490.60
35	10/22/2019	Pueblo Construction, Inc.	8787-19-PW	FD 18-07 Fire Station No. 5 Roof Replacement and Exterior Remodel Project	\$105,518.89	\$105,518.89
36	10/22/2019	Casamar Group, LLC.	8795-19-PW	On-call professional services for labor compliance monitoring services for public projects.	\$200,000.00	\$200,000.00
37	10/28/2019	Fairbanks Scales, Inc.	8354-18-PW	First Amendment to Agreement for on-call truck maintenance and repair services (PW18-67)	\$50,000.00	\$200,000.00
38	10/29/2019	Lauterbach & Associates, Inc.	8222-18-HO	First Amendment to Professional Services Agreement for architect services.	\$9,000.00	\$109,000.00
39	11/8/2019	Rincon Consultants, Inc.	7671-16-DS	Third Amendment to Consulting Services Agreement to assist with the preparation of the Teal Club Specific Plan Final EIR.	\$24,412.00	\$123,075.00
40	11/8/2019	MNS Engineers, Inc.	8789-19-PW	To provide design services, plans and specifications for the C Street Bicycle Facilities Installation	\$108,718.00	\$108,718.00
41	11/9/2019	Huitt-Zollars, Inc.	8790-19-PW	To provide design services, plans and specifications for Oxnard Boulevard Bicycle Facilities Installation	\$194,976.00	\$194,976.00
42	11/19/2019	Tetra Tech, Inc.	8554-19-PW	First Amendment to Professional Services Agreement to provide site specific survey and site map (seawall replacement and slope stability measures)	\$33,368.00	\$175,482.00

*pending ratification



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

DATE: December 17, 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 December 3, 2019 regular meeting as presented.

BACKGROUND

Not applicable.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 12.03.2019 CC regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 December 3, 2019

A. ROLL CALL, POSTING OF AGENDA

At 4:36 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority) in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present; Councilmember Oscar Madrigal arrived at 4:42 p.m. Housing Commissioner Jose Andrade arrived at 6:10 p.m.; Commissioner Francisco Vega was absent.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; 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: In the Matter of: Order Instituting Rulemaking to Develop an Electricity Integrated Resource Planning Framework and to Coordinate and Refine Long-Term Procurement Planning Requirements.
 Public Utilities Commission Proceeding No. R.16-02-007.

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 the ‘California Public Utilities Commission Proceeding to Develop an Electricity Integrated Resource Planning Framework and to Coordinate and Refine Long-Term Procurement Planning Requirements.’ ”

At 4:37 p.m., the City Council recessed to a closed session. At 5:32 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement: “The Council met in closed session to discuss the pending proceeding before the California Public Utilities Commission that includes electricity reliability up and down the state but also as it pertains to Ormond Beach, and the Council gave direction to the City Manager and the City Attorney regarding the city’s position in that matter.”

Additional staff members present at this time were Ashley Golden, Assistant City Manager; Scott Brewer, Emergency Services Manager; Emilio Ramirez, Housing Director; Scott Whitney, Police Chief; Tatiana Arnaout, City Engineer; Jeffrey Lambert, Community Development Director; Kathleen Mallory, Planning and Sustainability Manager; Eric Sonstegard, Assistant Police Chief; Hannah Estrada, Senior Police Officer; and Jason Zaragoza, Deputy City Attorney.

D. APPOINTMENT ITEM

Fire Department

1. SUBJECT: Southern California Edison, Wildfire Mitigation Planning and the Public Safety Power Shutoff Program.
RECOMMENDATION: That the City Council receive a presentation from Ms. Rondi Guthrie, Government Relations Manager with Southern California Edison, on their current efforts in Wildfire Mitigation Planning and the Public Safety Power Shutoff Program.

The Emergency Services Manager introduced Ms. Guthrie, who gave a report. Discussion ensued among the Council, staff, and Ms. Guthrie.

E. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Jeff Burum (recommendations for city improvement), Jackie Tedeschi (upcoming INCO meeting), Jorge Escalera (Saviers Road homeless navigation shelter), Robert Schaefer (Saviers Road shelter), Walter Ontiveros (Saviers Road shelter, mylar balloons), Luis Garcia (Saviers Road shelter, railroad safety), Richard Tucker (Saviers Road shelter), Lucy Cartagena (Saviers Road shelter), Paul Sinjh (Saviers Road shelter), Vatche Ghanimian (Saviers Road shelter), and Pat Brown (Camarillo airport, Saviers Road shelter). There was also a visit from Santa Claus during public comment, announcing upcoming holiday events in the city.

G. REPORT OF CITY MANAGER

The City Manager and Housing Director gave a brief report on the city's homeless crisis. The City Manager made announcements about the city's YouTube channel.

H. CITY COUNCIL REPORTS

Councilmember Lopez reported on attending a recent World AIDS Day event, and requested a future agenda item on an update of economic development efforts.

Councilmember Perello announced that former Neighborhood Council/Neighborhood Watch leader Eleanor Branthoover recently passed away. He requested flyers be distributed for upcoming Saviers Road homeless navigation center outreach meetings. He commented on the Rescue Mission's Thanksgiving celebration, and the Pacifica High School football team's recent CIF Championship victory.

Councilman MacDonald announced an upcoming Gold Coast Transit meeting, and urged people to drive carefully through the Wilson neighborhood's annual Christmas Tree Lane display.

Mayor Pro Tem Ramirez acknowledged outgoing INCO Chair Jackie Tedeschi, expressed gratitude

for the recent Thanksgiving season, and commented on the homeless crisis.

Councilwoman Basua commented on the homeless crisis and reported on a recent “Women in Politics” panel at Ventura College.

Councilmember Madrigal reported on attending the Rescue Mission’s Thanksgiving celebration, the Pacifica High School football team’s recent CIF Championship victory, and a recent meeting on pedestrian safety at Ramona School.

Mayor Flynn gave an update on the city’s recent actions on solving homeless issues, shared a recent “success story” of a formerly homeless individual, and announced the upcoming point-in-time count of the city’s homeless population. The City Manager made some additional remarks about the progress made in solving homelessness.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-3, K-5, and K-10 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Jackie Tedeschi and Jackson Piper. Written comments were received from Christopher Tull, Cameron Gray, Cherie Egbert, and Max Ghenis.

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the November 5, 2019 regular meeting, November 7, 2019 special meeting, and November 19, 2019 regular meeting as presented.

City Attorney Department

2. SUBJECT: Council Committee Bylaws.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,286** setting forth bylaws to establish regular meeting schedules for, powers and duties of, and types of business to be reviewed by the City Council committees established by Oxnard City Code Section 2-1.1. (Finance and Governance Committee approved 3-0)

Fire Department

3. SUBJECT: FY 18 Assistance to Firefighters Grant.

RECOMMENDATION: That the City Council adopt **Resolution No. 15,287** authorizing:

1. The City Manager or designee to execute \$291,818.18 in grant funds from the Fiscal Year (FY) 18 Assistance to Firefighters Grant (AFG) to educate and license three firefighters as paramedics;
2. The City Manager or designee to execute grant agreements and appropriate funds upon

notification of grant award;

3. The Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget appropriation for the use of AFG funds upon award; and

4. The Fire Chief or designee to submit all program related progress or status reports.

(Public Safety Committee approved 2-0)

Housing Department

4. SUBJECT: Amending Funding Loan Agreement between Citibank, N.A., Funding Lender, and the Housing Authority of the City of Oxnard for \$14,000,000 for Las Villas de Paseo Nuevo, which secured the issuance of Multi-Family Housing Revenue Bonds.

RECOMMENDATION: 1. That the City Council approve and amend the Funding Loan Agreement between Citibank, N.A. and Housing Authority of the City of Oxnard for the \$14,000,000 loan originated on February 1, 2012 for the 72-unit affordable rental project Las Villas de Paseo Nuevo Apartments located 5637 to 5727 Cypress Road, Oxnard, allowing Citibank to standardize and securitize loans within its portfolio providing more capital for future project loans.

2. That the Housing Authority Board of Commissioners approve and amend the Funding Loan Agreement between Citibank, N.A. and Housing Authority of the City of Oxnard for the \$14,000,000 loan originated on February 1, 2012 for Las Villas de Paseo Nuevo Apartments located at 5637 to 5727 Cypress Road, Oxnard, allowing Citibank to standardize and securitize or consolidate their loans within its portfolio providing more capital for future project loans.

Police Department

5. SUBJECT: Supplemental Law Enforcement Services Fund.

RECOMMENDATION: That the City Council:

1. Recognize \$318,079 in grant revenue from the State Supplemental Law Enforcement Services Fund (SLESF) for Citizens Option for Public Safety (COPS) Program;

2. Approve a budget appropriation in the amount of \$318,079 for Body Worn Camera Storage Fees; and

3. Authorize the Chief Financial Officer or designee to approve additional budget appropriations if awarded.

(Public Safety Committee approved 2-0)

6. SUBJECT: Federal and State Asset Forfeiture Funds.

RECOMMENDATION: That the City Council approve a budget appropriation in the amount of \$320,786 for the use of Federal (\$207,786) and State (\$113,000) asset forfeiture funds allocated to the City of Oxnard Police Department. The funds will be used for training and equipment purchases not normally associated with general fund expenditures. (Public Safety Committee approved 2-0)

Public Works Department

7. SUBJECT: Award Agreement A-8184 to Huitt-Zollars for the Bicycle and Pedestrian Facilities Project.

RECOMMENDATION: That the City Council authorize the Mayor to sign and execute

Agreement A-8184 in the amount of \$218,137 with Huitt-Zollars for the Bicycle and Pedestrian Facilities Project No. 133102/163101. (Public Works and Transportation Committee approved 3-0)

8. SUBJECT: Approval of Purchase Order with Gibbs Truck Centers for Two (2) Semi-Tractors.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Purchase Order with Gibbs Truck Centers in an amount not-to-exceed \$209,048.46 for two (2) semi-tractors. (Public Works and Transportation Committee approved 3-0)
9. SUBJECT: Award Agreements for On-Call Professional Engineering Services.
RECOMMENDATION: That the City Council approve and authorize the Mayor to execute:
 1. Agreement No. A-8177 with Encompass Consultant Group, Inc. for On-Call Professional Engineering and Surveying Services for a three year term, not to exceed \$500,000; and
 2. Agreement No. A-8178 with Gannett Fleming, Inc. for On-Call Professional Engineering Services for a three year term, not to exceed \$250,000.(Public Works and Transportation Committee approved 3-0)
10. SUBJECT: Appropriate Funds for C Street Bicycle Facilities Installation (Project No. 133103) and Oxnard Boulevard Bicycle Facilities Installation (Project No. 183101).
RECOMMENDATION: That the City Council approve a budget appropriation in the total amount of \$169,494 from the fund balance of the Air Pollution Buydown Fee Fund (118) to the following projects: \$62,821 for the C Street Bicycle Facilities Installation Project No. 133103, and \$106,673 for the Oxnard Boulevard Bicycle Facilities Installation Project No. 183101. (Public Works & Transportation Committee approved 3-0)

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the Information/Consent items as presented, with a minor amendment to item K-1. VOTE: Andrade, Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 8-0 on item K-4 (Housing Authority item), and 7-0 on the remaining items (City Council items).

L. PUBLIC HEARINGS

Community Development Department

1. SUBJECT: Planning and Zoning Permit No. 19-580-05 (Zoning Text Amendment) – Amendment to the Oxnard City Code to Create Regulations for Cannabis Retail Dispensaries.
RECOMMENDATION: That the City Council approve the first reading by title only of an Ordinance to regulate retail cannabis within Chapters 11 and 16 of the Oxnard City Code pertaining to permitting and siting of cannabis dispensaries. (Housing and Economic Development Committee approved 3-0)

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

The Community Development Director made some brief remarks and the Planning and Sustainability Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Carolyn Casas Hedgepeth, Rick Casas, Ed Gutierrez, Juan Garcia, Shawn Belschner, Lonnie Jarvis, Devon Wardlow, Nancy Lindholm, and Pat Brown. Written comments were received from Beth Thuna, Ed Gutierrez, and Louis DeLuca.

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

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against, stating the sensitive use buffer should be 1000 feet. The motion carried 6-1.

2. SUBJECT: Planning and Zoning Permit No. 19-580-04 - Zoning Text Amendment to Create Regulations for Short Term Rentals.

RECOMMENDATION: That the City Council:

1. Conduct a public hearing;
2. 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;
3. 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 ordinances that were proposed at the November 5, 2019 hearing: (1) include a 200' separation between STRs, (2) remove language that prohibits outdoor amplified music during quiet hours and rely on the existing sound regulations in Chapter 7, Article XI, (3) prohibit STRs in the Colony and Harbour Island HOAs, and (4) include exemptions for existing timeshare properties.

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

The Community Development Director gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Dick Elzinga, Victoria Chandler, Deirdre Frank, Jill Van Zeebroeck, Walter Hagedohm, Beth Hansen, and Dori Holland. Written comments were received from Robert Congelli.

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

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

3. SUBJECT: Appeal of Planning Commission Action of PZ 18-500-12, Special Use Permit Regarding Property Located at 2900 Saviers Road; Request for Continuance to Date Certain.
RECOMMENDATION: That the City Council continue until February 4, 2020 the appeal hearing for Planning and Zoning Permit No. 18-500-12 (SUP) for property located at 2900 Saviers Road.

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

The Community Development Director made some brief remarks. Public comments were received from Daniel Chavez Jr. Discussion ensued among the Council and staff.

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

M. REPORTS

Community Development Department

1. SUBJECT: Downtown Improvement Program Settlement Funds (DIPSF) - Priority Funding Recommendations.
RECOMMENDATION: That the City Council:
 1. Receive a report of Downtown Improvement Program Settlement Funds to benefit the revitalization of Downtown Oxnard; and
 2. Approve a budget appropriation in the amount of \$540,000 from the fund balance of the City-Downtown Improvement Fund (481).(Housing and Economic Development Committee approved 3-0)

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

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

Police Department

2. SUBJECT: Ordinance revision to ban the sale of flavored tobacco products.
RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance amending Article XIV of Chapter 11 of the Oxnard City Code related to Tobacco Retailer Permits and the sale of flavored tobacco products.

Gabriel Teran of the Ventura County Office of Education and the Assistant Police Chief gave a report. Public comments were received from Cherie Egbert, Nancy Maxson, and Alejandra Valencia. Written comments were received from Primo Castro and Nancy Maxson. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, 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.

Public Works Department

3. SUBJECT: Approve Purchase Order with WEX Bank for Fleet Fuel Cards Program.
RECOMMENDATION: That the City Council award and authorize the Mayor to establish a Purchase Order with WEX Bank in the not to exceed amount of \$7,200,000 for a three year term for Fuel Cards. (Public Works and Transportation Committee approved 3-0; expenditures for FY19 have been updated since PWTC approval.)

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. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:24 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



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

DATE: December 17, 2019

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Resolution Revising Appointment to and Meetings of the Measure O Citizen Oversight Committee.

RECOMMENDATION

That the City Council adopt a resolution revising Resolution No. 13,776 regarding the Measure O Citizen Oversight Committee.

BACKGROUND

Resolution No. 13,776 was written to appoint nine members serving two year terms to the Measure O Citizen Oversight Committee. These nine members consisted of five members appointed at-large by each of the Council members (a five-member body at the time), and four members representing specific community interest subgroups:

- 1) One member active in a business organization representing the business community located in the City of Oxnard.
- 2) One member active in a senior citizen's organization located in the City of Oxnard.
- 3) One member active in a Neighborhood Council or Neighborhood Association located in the City of Oxnard.
- 4) One member active in a City youth organization located in the City of Oxnard.

Due to the City Council expanding from five at-large members to seven members, six elected by-district, there is a need to revise the current resolution.

DISCUSSION

Staff met with the current Measure O Citizen Oversight Committee on October 24, 2019, to propose changes to Resolution No. 13,776. Staff proposed to change the number of members on the Committee to either reduce to a seven-member body or continue as a nine-member body. The suggestion was that seven members be nominated by each of the Councilmembers and Mayor. The four subgroups would be recommended qualifications, or the additional two members could represent some of those subgroups. Since the City was already revising Resolution No. 13,776, staff also proposed other "clean-up" items. First, staff suggested changing the meeting location from the Library to any publicly accessible space. Second, staff advised removing the requirement that Committee members be U.S. citizens and adding a limitation on family members of City employees or officials. Third, staff proposed conducting meetings in accordance with Rosenberg's Rules of Order rather than with Robert's Rules of Order. Fourth, staff recommended changing the semi-annual meetings to either three or four times a year; currently, the Commission meets four times a year though Resolution No. 13,776 states that the Commission meets twice a year.

The Committee Members recommended staying a nine-member body where seven members are nominated by each of the Councilmembers and Mayor and the final two members would be 1) active in a business organization representing the business community located in the City of Oxnard and 2) active in a Neighborhood Council or Neighborhood Association

located in the City of Oxnard. However, the Committee Members recommended changing the appointment terms to four-year and staggered these terms, which mirrors the term length recently adopted for the City's Citizen Advisory Groups.

The Committee concurred with staff's recommendations to change the location of its meetings to any publicly accessible space, remove the requirement that Committee members be U.S. citizens, add a limitation on family members of City employees or officials, and utilize Rosenberg's Rules of Order. The Committee currently meets in the Council Chambers and requested that if this location be changed, the Committee and public be given more than regular notice. The Committee also requested quarterly meetings.

Staff now requests that the Council approve the new resolution as revised by the Measure O Citizen Oversight Committee. The proposed resolution would become effective on January 1, 2021.

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.

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

Objective 3c. Improve our methods of communicating with residents, businesses and neighborhoods (e.g. leverage social media and tools like Nextdoor).

Objective 3d. Discuss CAG goals at respective CAG meetings and develop an action plan for annual implementation.

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 2. Enhance business development throughout the City.

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item originated in the Measure O Citizen Oversight Committee on October 24, 2019, rather than in one of the five Council Committees. The Committee provided feedback as detailed in the Discussion section of this report.

Prepared by: Sarah Rowley, Administrative Assistant, Shiri Klima, Deputy City Manager

ATTACHMENTS

1. Resolution No. 13,776 Establishment of a Measure O Citizen Oversight Committee
2. Measure O Citizen Oversight Committee Resolution Dec 17
3. Measure O Citizen Oversight Committee Resolution REDLINE Dec 17

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 13,776

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
RELATING TO THE ESTABLISHMENT OF A MEASURE O CITIZEN
OVERSIGHT COMMITTEE

WHEREAS, on November 4, 2008 Measure O was approved by Oxnard voters to provide for a local transaction and use tax; and

WHEREAS, the City of Oxnard is committed to citizen involvement as a fundamental principle of good government, specific citizen oversight and accountability provisions.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

Section 1. Formation.

There is hereby established a Committee on Measure O, Citizen Oversight Committee (COC) composed of nine members. Members serve at the pleasure of the City Council and can be removed by the City Council at any time.

One (1) member active in a business organization representing the business community located in the City of Oxnard.

One (1) member active in a senior citizen's organization located in the City of Oxnard.

One (1) member active in a Neighborhood Council, or Neighborhood Association located in the City of Oxnard.

One (1) member active in a City youth organization located in the City of Oxnard

Five (5) members at-large of the public, one appointed by each member of the City Council.

Section 2. Appointment; terms; vacancy.

(a) The four members representing community groups will be appointed by the entire City Council; each of the five at-large members will be appointed by individual councilmembers. Members shall be appointed at the first meeting of the City Council in every January after a general election involving the office of the Mayor. Therefore, all initial members will need to re-apply for reappointment after the November, 2010 election.

(b) Members will not be compensated for their service on the COC.

(c) The term of office of a member of the COC shall be two years and shall begin in January

- (d) Proxy voting will not be permitted.
- (e) In the event of a vacancy, the City Council shall appoint a replacement to complete the term of the member creating the vacancy.
- (f) The COC shall meet two times in the calendar year with the exact dates of the meeting set by the COC.

Section 3. Secretary.

The City Manager shall designate a city staff member to serve as a nonvoting secretary to the COC.

Section 4. Rules of procedure; quorum; staffing; eligibility.

- (a) The COC shall follow rules of procedure approved by the City Council.
- (b) Five members shall constitute a quorum for the transaction of business by the COC.
- (c) The COC shall have meetings in the Oxnard Public Library, Library Room B.
- (d) The City Manager's office and members of the Finance Department will provide technical and administrative assistance to support and publicize the COC's activities.
- (e) A quorum will be no less than the majority of the members of the committee.
- (f) An action item of the COC may be approved by a simple majority of those present, if the number present exceeds the quorum requirement of (5).
- (g) City services and any necessary outside services will be paid using the City of Oxnard's Measure O Administrative Program Revenues.
- (h) Expert staff will be requested to provide information and make presentations to the COC, as needed.
- (i) COC members must be U.S. citizens, 18 years of age or older who reside in Oxnard.
- (j) Not an elected official at any level of government.
- (k) Not a public employee at any State, County, or City agencies.
- (l) All Committee meetings will be held in compliance with the Brown Act.
- (m) All meetings will be conducted per "Robert's Rules of Order".
- (n) Must submit an annual statement of financial disclosure consistent with the Fair Political Practices Commission (FPPC) rules and regulations and filed with the City Clerk.

Section 5. Powers and duties.

The powers and duties of the COC shall be as follows:

- (a) Review the use of Measure O revenues in conformance with allocations approved by the City Council.
- (b) Serve as a liaison between the City Council and the community in matters related to Measure O issues.
- (c) Receive, review and recommend action on independent financial audit related to Measure O.
- (d) Receive, review, and recommend action on periodic reports and studies on the collection and use of Measure O sales tax responsible agencies.
- (e) Present Committee recommendations, findings, and requests to the City Council and public in a formal audit report.

PASSED AND ADOPTED this 2nd day of March, 2010 by the following vote:

AYES: Councilmembers Holden, Herrera, Maulhardt, Pinkard, and MacDonald.

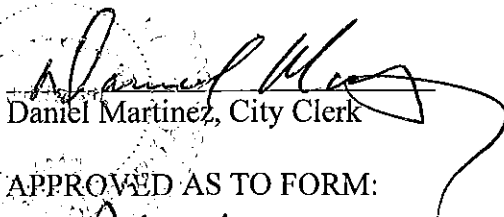
NOES: None.

ABSENT: None.



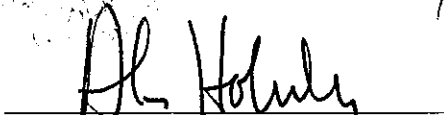
Dr. Thomas E. Holden, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Alan Holmberg, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING AND REPLACING RESOLUTION NO. 13,776 RELATING TO THE ESTABLISHMENT OF A MEASURE O CITIZEN OVERSIGHT COMMITTEE

WHEREAS, on November 4, 2008 Measure O was approved by Oxnard voters to provide for a local transaction and use tax; and

WHEREAS, the City of Oxnard is committed to citizen involvement as a fundamental principle of good government, specific citizen oversight and accountability provisions; and

WHEREAS, on March 2, 2010 the Oxnard City Council adopted Resolution No. 13,776 establishing the Measure O Oversight Committee; and

WHEREAS, the formerly five-member Oxnard City Council became a seven member body in 2018; and

WHEREAS, the Oxnard City Council updated the Citizen Advisory Group regulations in 2019; and

WHEREAS, updates to Resolution No. 13,776 are necessary at this time to ensure conformity with City Council membership and new Citizen Advisory Group regulations.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

SECTION 1. FORMATION

There is hereby established a Committee on Measure O, Citizen Oversight Committee (COC) composed of nine members. The Mayor, with the approval of the City Council, shall appoint the members of the COC. Each Council member shall strive to nominate a commissioner from the Council members' district and the Mayor shall nominate one commissioner at-large. Additionally, the Mayor, with the approval of the City Council, shall appoint one (1) active member in a business organization representing the business community located in the City of Oxnard, and one (1) active member in a Neighborhood Council, or Neighborhood Association located in the City of Oxnard.

Members serve at the pleasure of the City Council and can be removed by the City Council at any time.

SECTION 2. APPOINTMENT; TERMS; VACANCY

(a) Members shall be appointed at the first meeting of the City Council in January.

Resolution No.

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- (b) Members will not be compensated for their service on the COC.
- (c) The term of office of a member of the COC shall be four years and shall begin in January and end in December.
- (d) Proxy voting will not be permitted.
- (e) In the event of a vacancy, the City Council shall appoint a replacement to complete the term of the member creating the vacancy.
- (f) The COC shall meet quarterly with the exact dates of the meeting set by the COC.

SECTION 3. SECRETARY

The City Manager shall designate a city staff member to serve as a nonvoting secretary to the COC.

SECTION 4. RULES OF PROCEDURE; QUORUM; STAFFING; ELIGIBILITY

- (a) The COC shall follow rules of procedure approved by the City Council.
- (b) Five members shall constitute a quorum for the transaction of business by the COC.
- (c) The COC shall have meetings in a City-owned, publically available space.
- (d) The City Manager's Office and members of the Finance Department will provide technical and administrative assistance to support and publicize the COC's activities.
- (e) A quorum will be no less than the majority of the members of the committee.
- (f) An action item of the COC may be approved by a simple majority of those present, if the number present exceeds the quorum requirement of (5).
- (g) City services and any necessary outside services will be paid using the City of Oxnard's Measure O Administrative Program Revenues.
- (h) Expert staff will be requested to provide information and make presentations to the COC, as needed.
- (i) COC members must be 18 years of age or older and reside in Oxnard.
- (j) Not an elected official at any level of government.
- (k) The following persons shall not serve on the COC: The spouse, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, step grandchild, mother-in-law, father-in-law, daughter-in-law, or son-in-law of a City employee or elected City official, or any person with whom a City employee or elected City official has a relationship in loco parentis (acting in the role of a parent); or a current city employee or elected city official.
- (l) All COC meetings will be held in compliance with the Brown Act.
- (m) All meetings will be conducted per Rosenberg's Rules of Order.
- (n) Must submit an annual statement of financial disclosure consistent with the Fair Political Practices Commission (FPPC) rules and regulations and filed with the City Clerk.

SECTION 5. POWERS AND DUTIES

The powers and duties of the COC shall be as follows:

- (a) Review the use of Measure O revenues in conformance with allocations approved by the City Council.
- (b) Serve as a liaison between the City Council and the community in matters related to Measure O issues.

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(c) Receive, review and recommend action on independent financial audit related to Measure O.

(d) Receive, review, and recommend action on periodic reports and studies on the collection and use of Measure O sales tax responsible agencies.

(e) Present Committee recommendations, findings, and requests to the City Council and public in a formal audit report.

SECTION 6. Effective January 1, 2021, Resolution 13,667 shall be repealed and replaced with this resolution.

PASSED AND ADOPTED THIS ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING AND REPLACING RESOLUTION NO. 13,776 RELATING TO THE ESTABLISHMENT OF A MEASURE O CITIZEN OVERSIGHT COMMITTEE

WHEREAS, on November 4, 2008 Measure O was approved by Oxnard voters to provide for a local transaction and use tax; and

WHEREAS, the City of Oxnard is committed to citizen involvement as a fundamental principle of good government, specific citizen oversight and accountability provisions; and

WHEREAS, on March 2, 2010 the Oxnard City Council adopted Resolution No. 13,776 establishing the Measure O Oversight Committee; and

WHEREAS, the formerly five-member Oxnard City Council became a seven member body in 2018; and

WHEREAS, the Oxnard City Council updated the Citizen Advisory Group regulations in 2019; and

WHEREAS, updates to Resolution No. 13,776 are necessary at this time to ensure conformity with City Council membership and new Citizen Advisory Group regulations.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

SECTION 1. FORMATION

There is hereby established a Committee on Measure O, Citizen Oversight Committee (COC) composed of nine members. The Mayor, with the approval of the City Council, shall appoint the members of the COC. Each Council member shall strive to nominate a commissioner from the Council members' district and the Mayor shall nominate one commissioner at-large. Additionally, the Mayor, with the approval of the City Council, shall appoint one (1) active member in a business organization representing the business community located in the City of Oxnard, and one (1) active member in a Neighborhood Council, or Neighborhood Association located in the City of Oxnard.

Members serve at the pleasure of the City Council and can be removed by the City Council at any time.

SECTION 2. APPOINTMENT; TERMS; VACANCY

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(a) ~~The four members representing community groups will be appointed by the entire City Council; each of the five at-large members will be appointed by individual councilmembers. Members shall be appointed at the first meeting of the City Council in every January, after a general election involving the office the Mayor. Therefore, all initial members will need to re-apply for reappointment after the November, 2010 election.~~

(b) Members will not be compensated for their service on the COC.

(c) The term of office of a member of the COC shall be ~~two~~ four years and shall begin in January and end in December.

(d) Proxy voting will not be permitted.

(e) In the event of a vacancy, the City Council shall appoint a replacement to complete the term of the member creating the vacancy.

(f) The COC shall meet ~~two times in the calendar year~~ quarterly with the exact dates of the meeting set by the COC.

SECTION 3. SECRETARY

The City Manager shall designate a city staff member to serve as a nonvoting secretary to the COC.

SECTION 4. RULES OF PROCEDURE; QUORUM; STAFFING; ELIGIBILITY

(a) The COC shall follow rules of procedure approved by the City Council.

(b) Five members shall constitute a quorum for the transaction of business by the COC.

(c) The COC shall have meetings in ~~the Oxnard Public Library, Library Room B, a City-owned, publically available space.~~

(d) The City Manager's Office and members of the Finance Department will provide technical and administrative assistance to support and publicize the COC's activities.

(e) A quorum will be no less than the majority of the members of the committee.

(f) An action item of the COC may be approved by a simple majority of those present, if the number present exceeds the quorum requirement of (5).

(g) City services and any necessary outside services will be paid using the City of Oxnard's Measure O Administrative Program Revenues.

(h) Expert staff will be requested to provide information and make presentations to the COC, as needed.

(i) COC members must be ~~U.S. Citizens~~, 18 years of age or older and ~~who~~ reside in Oxnard.

(j) Not an elected official at any level of government.

(k) ~~Not a public employee at any State, County, or City agencies. The following persons shall not serve on the COC: The spouse, domestic partner, parent, stepparent, brother, sister, child, stepchild, grandchild, step grandchild, mother-in-law, father-in-law, daughter-in-law, or son-in-law of a City employee or elected City official, or any person with whom a City employee or elected City official has a relationship in loco parentis (acting in the role of a parent); or a current city employee or elected city official.~~

(l) All ~~Committee~~ COC meetings will be held in compliance with the Brown Act.

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PASSED AND ADOPTED THIS ____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



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

DATE: December 17, 2019

TO: City Council

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

SUBJECT: Adoption of Ordinance Nos. 2969, 2970, and 2971 for Planning and Zoning Permit No. 19-580-04 - Zoning Text Amendment to Create Regulations for Short Term Rentals.

RECOMMENDATION

That the City Council approve for second reading (by title only and waive further reading) and adoption of Ordinance Nos. 2969, 2970, and 2971 regarding short term rentals.

BACKGROUND

Ordinance Nos. 2969, 2970 and 2971 were introduced to the City Council at its November 5, 2019 meeting. Following a public hearing, the Council approved the first reading of the ordinances for future adoption. If adopted by Council on December 17, 2019, the ordinances will take effect in thirty days, on January, 16, 2020.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The 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. $(206 \text{ STR's} * 100 \text{ days rented} * \$350/\text{day} * 10\% \text{ T.O.T. rate} = \$721,000)$. 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 was previously presented to Council during a public hearing at its December 3, 2019 meeting and was heard by the Planning Commission and presented to the Housing and Economic Development Committee.

Prepared by: Paul McClaren, Associate Planner

ATTACHMENTS

1. Ordinance No. 2969 - Ch 16 Short Term Rentals
2. Ordinance No. 2970 - Ch 17 Short Term Rentals Coastal Ordinance
3. Ordinance No. 2971 - Ch 7 Short Term Rentals Fines

ORDINANCE NO. 2969

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 200 feet of the proposed Vacation Rental. The 200 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. Notwithstanding any language in this Subsection B to the contrary, the 200-foot separation requirement shall not apply to a dwelling unit within a development:

1. That is subject to the Vacation Ownership and Time-share Act of 2004 (Business and Professions Code Section 11210 et seq.); and
2. That became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

(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. Notwithstanding any language in this Subsection C to the contrary, the 100-day annual cap per calendar year shall not apply to a dwelling unit within a development:

1. That is subject to the Vacation Ownership and Time-share Act of 2004; and
2. That became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

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. For purposes of this Article, the owner of a dwelling unit that is subject to the Vacation Ownership and Time-share Act of 2004 must obtain a valid permit issued by the City pursuant to this Article for the rental of the dwelling unit for non-timeshare purposes for a period of less than thirty days.

(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. Notwithstanding any language in this Section to the contrary, the 100-day annual cap per calendar year shall not apply to a dwelling unit within a development:

1. That is subject to the Vacation Ownership and Time-share Act of 2004; and
2. That became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

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) 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. 2969 was first read on December 3rd, 2019, finally adopted on December 17th, 2019, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 17th day of December, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

ORDINANCE NO. 2970

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.

1. No Vacation Rental shall be issued a permit when a Vacation Rental permit has already been issued to another property within 200 feet of the proposed Vacation Rental. The 200 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.
2. Notwithstanding any language in this Subsection D to the contrary, the 200-foot separation requirement shall not apply to a dwelling unit within a development:
 - a. That is subject to the Vacation Ownership and Time-share Act of 2004 (Business and Professions Code Section 11210 et seq.); and
 - b. That became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

(E) Maximum Rental Period

1. 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.
2. Notwithstanding any language in this Subsection E to the contrary, the 100-day annual cap per calendar year shall not apply to a dwelling unit within a development:
 - a. That is subject to the Vacation Ownership and Time-share Act of 2004; and
 - b. That became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

(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. For purposes of this Article, the owner of a dwelling unit that is subject to the Vacation Ownership and Time-share Act of 2004 must obtain a valid permit issued by the City pursuant to this Article for the rental of the dwelling unit for non-timeshare purposes for a period of less than thirty days.
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.

3. Notwithstanding any language in subsection H(2) to the contrary, if a dwelling unit is subject to the Vacation Ownership and Time-share Act of 2004, an owner of said dwelling unit may obtain a permit for more than one such dwelling, provided that said owner otherwise complies with all of the applicable requirements of Section 17-53."

(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. Notwithstanding any language in this subsection 2 to the contrary, if a dwelling unit is subject to the Vacation Ownership and Time-share Act of 2004, such unit may be owned by a corporation, partnership or limited liability company and still be eligible to obtain a permit pursuant to this Section 17-53, provided that said owner otherwise complies with all of the applicable requirements of Section 17-53.

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. Those units in the Harbour Island condominiums.
10. 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. Notwithstanding any language in this Subsection M to the contrary, the 100-day annual cap per calendar year shall not apply to a dwelling unit within a development that is subject to the Vacation Ownership and Time-share Act of 2004) and that became subject to the Vacation Ownership and Time-share Act of 2004 on or before January 1, 2019.

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. 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 12. 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.

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Section 13. 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. 2970 was first read on December 3rd, 2019, was adopted on December 17th, 2019 to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 17th day of December, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

ORDINANCE NO. 2971

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. 2971 was first read on December 3rd, 2019, finally adopted on December 17th, 2019, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 17th day of December, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascension, City Clerk

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.4.

DATE: December 17, 2019

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Agreement for Continuation of Homeless Shelter Services at 351 South K Street.

RECOMMENDATION

That the City Council approve agreement with Mercy House (Agreement No. A-8194) for the continued operation and management of the Oxnard Navigation Center at its temporary location at 351 South K Street, Oxnard, in the amount of \$1,177,560 for the remainder of Fiscal Year 2019-20.

BACKGROUND

As part of the City's multi-pronged effort to address homelessness, the Housing Department seeks Council authorization to extend, for up to two years, the operation of the existing Oxnard Navigation Center at 351 South K Street. The purpose of this extension is to ensure that there is no lapse in services over the next two years, during which period the City plans to obtain site control, complete the improvements of, and occupy a replacement and long-term location.

Beginning in 2002, the property was used as an annual alternating overnight homeless winter warming shelter through a continued collaboration with the City of Ventura and County of Ventura. In July of 2018, staff recommended the former National Guard Armory as a temporary overnight shelter in order to provide uninterrupted service for the winter and to pilot a year around shelter. In December of 2018, the City of Oxnard issued a temporary use permit to the Oxnard Housing Department for the temporary use of the building as a year-round overnight shelter with on-site supportive services and resources provided in a collaborative effort with the City and County of Ventura, the City of Oxnard and local nonprofit service providers. Since the building would be the only low barrier sheltering service in West Ventura County, the City of Ventura and the County of Ventura each contributed \$180,000 to match the City of Oxnard's \$200,000 of approved Measure O funding to operate the shelter.

From January through June of 2019, the Housing Department directly operated the 24-hour shelter at the former Armory, hiring and staffing the facility with temporary City employees. Safe sleeping quarters, with 110 beds, were provided, along with meals and basic sanitary facilities, plus some outside social services.

On July 16, 2019, Council authorized the City to enter into a six-month agreement with Mercy House, a non-profit homeless services provider, to take over from the City and to operate and manage the Oxnard Emergency Shelter, now known as the Oxnard Navigation Center. At that time, staff apprised Council of staff's intention to enter into an extension agreement to take effect in January 2020, in order to ensure no lapse in services. Mercy House was selected as the shelter operator pursuant to a multi-jurisdictional procurement process involving the City of Oxnard, the City of Ventura, and the County of Ventura. Mercy House was chosen to operate the shelters in both cities. The City of Ventura has nearly completed the renovations of its permanent shelter, located on Knoll Drive in that City. That 55-bed facility is scheduled to open on January 10, 2020, with Mercy House as operator.

PROPOSED EXTENSION OF CURRENT OPERATING AGREEMENT

Since July 2019, Mercy House has hired and trained staff, engaged with numerous service providers, and operated the shelter on a 24-hour per day, seven-day per week basis. One focus of the operation has been the implementation of a “good neighbor” policy to minimize negative impacts of the shelter operation on the immediate neighborhood. This includes security staff, coordination with law enforcement, and regulation of outdoor conduct in the vicinity. .

The six-month extension (January 1, 2020 to June 30, 2020) agreement provides for certain expanded services. Significant among those is the provision for Mercy House to operate a 13-passenger shuttle vehicle. Mercy House will utilize the shuttle vehicle to transport clients to medical, case management, and other related appointments. The goal of this shuttle service is client and community safety, and a reduction of foot traffic within the neighborhood. The cost of the January–June 2020 operating agreement is \$1,177,560, to be covered by funds from two sources: HEAP, \$535,150; and Measure “O”, \$642,410.

During that six-month period, the City will apply for additional funds, including grant funds, to ensure continued provision of shelter services from July 2020 until such date as the replacement location is available for occupancy. As indicated by County of Ventura representatives at the November 19, 2019 Council meeting, the County is committed to sharing the cost with the City of Oxnard for providing future crucial sheltering services. Once an agreement is reached between the City and County on the cost sharing for shelter operations staff will return to City Council.

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

FINANCIAL IMPACT

The agreement will be funded by existing appropriation from Measure O and HEAP Grant. There is sufficient funding available from the projects to cover the anticipated costs of \$1,177,300 of which \$535,150 will come from Homeless Services HEAP 2019 Grant (Grant Project No. 775226) and \$642,150 will come from Measure O Homeless Program (Project No. MO5101).

COMMITTEE OUTCOME

This item did not originate in committee.

Prepared by: Karl Lawson, Compliance Services Manager

ATTACHMENTS

1. A-8194 Agreement for Professional Services

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: January 1, 2020
- (2) Consultant: Mercy House
- (3) Services: Emergency Shelter Operating Agreement
- (4) Schedule of Services:
 - Shelter operation services shall be provided between January 1, 2020 and June 30, 2020, inclusive. All services must be completed within one hundred eighty-two (182) calendar days of the Agreement start date listed above.
- (5) Agreement Ending Date: June 30, 2020
- (6) Total Agreement Amount: Not to exceed \$1,186,560.00
- (7) City's Project Manager: Emilio Ramirez
- (8) Consultant's Project Manager: Patti Long, Associate Director
- (9) Insurance Coverage: INS-B
- (10) Addresses for Notice:

<i>FOR CONSULTANT:</i> P. O. Box 1905 Santa Ana CA 92702 Attn: Patti Long, Associate Director	<i>FOR CITY:</i> 435 South "D" Street Oxnard CA 93030 Attn: Emilio Ramirez, Housing Director
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- (11) Contact Emails:

<i>CONSULTANT'S PROJECT MANAGER:</i> pattil@mercyhouse.net	<i>CITY'S PROJECT MANAGER:</i> emilio.ramirez@oxnard.org
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The Agreement for Professional 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:

- X Scope of Services Exhibit
- X Rates and Costs Exhibit
- X Insurance Exhibit (INS-B)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. 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.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. 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.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant 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 Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. 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 and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant'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 Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant'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 Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. 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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of

alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. Insurance. Consultant 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 City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. 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 Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 18.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of 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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant 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. Consultant 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. Consultant 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, Consultant, 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 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of 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 Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (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 Consultant 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, Consultant 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.

e. Consultant 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 Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant'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. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

28. 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.

29. 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.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. 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.

33. 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.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

35. 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.

36. 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 Consultant 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 Consultant, 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.

37. 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.

Stephen M. Fischer, City Attorney Date 12/5/19

SCOPE OF SERVICES EXHIBIT

Consultant will provide homeless shelter services to the City of Oxnard at the current shelter location at 351 South K Street in Oxnard from January 1, 2020 through June 30, 2020. The specific areas in which the Consultant will provide services are (1) Operate and manage homeless shelter 24 hours a day, seven days a week. (2) Provide supervision of shelter managers and staff. (3) Deliver quality homeless shelter services for up to 110 participants per day; (4) Work effectively with City and neighboring jurisdictions to ensure needs and services are coordinated. (5) Work closely with City to improve indoor ADA accessibility and other needed indoor capital improvements at the shelter campus; (6) collaborate with the City of Oxnard and the County of Ventura in the development of a tri-partite agreement governing the operation of the future permanent year-round shelter; and (7) Develop a program and engage in fund-development for the future permanent year-round shelter operation. These areas are detailed with more specificity below:

Shelter Operations: The services provided by Consultant will include the following deliverables:

- Consultant will provide three meals (one hot meal) per day, a shower and clean bed for shelter participants (facility currently has 110 beds).
- Consultant will work with case managers, housing navigators, and local homeless social service agency staff to assist shelter participants.
- Consultant will provide 24 hour security service and work to minimize negative impacts within 500 ft. of shelter facility due to any activity conducted by shelter participants or other homeless persons.
- Consultant will employ the necessary staffing to ensure shelter operations provide quality services and hospitality at all times.
- Consultant will maintain a clean, healthy and sanitary shelter facility at all times.
- Consultant will provide storage of acceptable personal belongings; and storage of acceptable material donations, which will be used for the benefit of shelter participants' health, hygiene and personal well-being.
- Consultant will allow personal pets or service animal into the shelter when it can be done in a way that will ensure that the safety of all shelter staff and participants is not threatened.
- Consultant will work with City to identify any and all issues that will need to be addressed before Consultant transitions the Oxnard Navigation Center into a permanent shelter operation under Consultant's management.
- Consultant will provide laundry service for bedding lines, towels, and client clothing. It is the intention of the parties to provide an on-site facility for this purpose. City shall exercise its best efforts to establish such on-site facility, with washers and dryers as soon practicable.

No later than January 15, 2020, City shall provide Consultant, free of charge, a 10-passenger transport vehicle, in good working order, which Consultant shall utilize for the purpose of transporting shelter clients to and from appointments and other necessary destinations during the duration of this Agreement. Upon acceptance of transfer of the vehicle, Consultant shall be responsible for license, registration, insurance, maintenance, and other operating costs.

Capital Improvements and Accessibility Modifications: City and Consultant acknowledge that (1) the future permanent year-round shelter is anticipated to be operated at another site in the City of Oxnard; (2) Consultant has been selected as the operator of that future permanent year-round shelter; (3) Consultant agrees to provide input and design recommendations, to both the City and to any professional architectural and engineering firms retained by the City, and to be involved in the pre-development phase to determine the type of design elements that are desirable to be incorporated into the permanent shelter; and (4) the current K Street site requires certain capital improvements and accessibility modifications in order to increase its suitability for the permanent shelter operation.

Consultant shall be responsible for ongoing rental cost of such restroom and shower facilities for the duration of this agreement.

Fund Development: The parties recognize that additional funding resources will be needed in order to ensure sufficient resources and optimum funding for the future permanent-year found shelter. Consultant will work with the City on developing a Fund Development plan, and shall coordinate with City in applying for grants, which may be applied for jointly or by either party, as deemed most appropriate for each particular grant.

Term of Agreement: January 1, 2020 to June 30, 2020

Compensation: As set forth in Rates and Compensation Exhibit (attached).

RATES AND COSTS EXHIBIT

Compensation: For the term of this agreement, Consultant shall be compensated a not-to-exceed total of \$1,186,560.00.

Terms of Payment: Consultant shall invoice City on a monthly basis, in the amount of \$197,760.00 per month.

INSURANCE EXHIBIT

INS-B



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. I.5.**

DATE: December 17, 2019

TO: City Council

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

SUBJECT: Resolution Approving the Benefits for the Classifications Designated as Confidential Non-Management.

RECOMMENDATION

That the City Council approve the Resolution approving benefits for the classifications designated as confidential non-management.

BACKGROUND

As the City completes its contract negotiations with all of its represented bargaining units, the general theme has been that employees across the organization should receive benefits that are consistent with the level of work being performed. Though benefits between management associations and non-management associations are different, the City has endeavored to maintain as much parity between the groups as is possible, most notably with the changes in the medical plan contributions. Employees who are in non-management positions have a distinct benefits package from those who are in management positions, and both benefit packages have their advantages and disadvantages when compared to one another.

At the same time that management was bargaining with the unions, the benefits packages for those classifications that are in the confidential non-management group were also being reviewed. What was discovered was that a confidential non-management classifications have been receiving the higher of both management (Oxnard Mid-Managers Association (OMMA)) and non-management (e.g., Service Employees International Union (SEIU)) benefit packages. This was a decision that was made by previous administrations. The confidential non-management classifications perform the work typically associated with those classifications assigned to SEIU, and therefore should have the same benefits as that group.

To bring about parity and consistency in benefits packages between confidential non-management and SEIU employees, staff is intending through the attached resolution to eliminate the additional benefits that these classifications are receiving at the end of a three-year phase-out period. At the end of the three-year period, the employees will revert to the SEIU benefit package with the impact being limited to the following four benefits:

- **Annual Leave Bank** – the time accrued in the bank will be converted back to vacation leave. Should the employee be over the vacation leave cap as described under the SEIU contract then the excess leave will be placed into an excess leave account as the City did when it began enforcing the vacation caps. A new sick leave bank will be established pursuant to the contract.
- **Tuition Reimbursement** – the tuition reimbursement will be as described in the SEIU contract.
- **Wellness Program** – Confidential non-management employees will no longer receive this benefit, consistent with the SEIU contract.
- **Long-Term and Short-Term Disability Insurance** – The City paid program will cease, and each employee will

now pay 1% of salary for the State of California Short-Term Disability plan. Each employee at his/her option may purchase Long-Term Disability Insurance through the City's carrier.

All other benefits including the medical changes and the deferred compensation changes as described in the SEIU contract will occur if and when that new contract is approved by City Council. For reference, the total cost using the labor method of costing, for those benefits over the three year period assuming Council approves the SEIU package as proposed is \$187,071.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost of the four benefits as described in this item over the remaining period of time, which is through June 30, 2022, is \$73,947. Since these benefits have been previously approved and are contained in the current budget, there is no new financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. Confidential Non-Management Resolution
2. Attachment A

CITY COUNCIL OF THE CITY OF OXNARD
RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING THE BENEFITS FOR THE CLASSIFICATIONS
DESIGNATED AS CONFIDENTIAL NON-MANAGEMENT

WHEREAS, the confidential non-management classifications consist of classifications that are not assigned to a bargaining group; and

WHEREAS, the City of Oxnard desires to maintain parity in salary and benefits to other classifications that are represented by a bargaining unit; and

WHEREAS, these classifications listed in Attachment A perform the same type of work as those Oxnard classifications represented by Service Employees International Union (SEIU) Local 721 in that they are non-management professional administrative classifications.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES

1. The classifications listed in Attachment A will receive those limited benefits in Attachment A for the term of the Attachment, which is through June 30, 2022. All other terms and conditions of employment including salary and benefits shall be derived through the SEIU Local 721 contract with the City of Oxnard.
2. At the expiration of this Attachment A, employees in these classifications will revert fully to only those salary, benefits, and terms and conditions of employment that are provided to SEIU Local 721. All other benefits listed in Attachment A will cease at that time.
3. The City Manager and/or his or her designee is directed to perform all acts necessary to implement these terms on behalf of the City.

PASSED AND ADOPTED this 17th day of December 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen Fischer, City Attorney

ATTACHMENT A

Classifications listed in this attachment shall receive the following benefits through June 30, 2022 after which all benefits under this attachment shall cease and will revert 100% to those listed in the SEIU MOU.

1. Long Term and Short Term Disability Plan – The City shall continue to provide at its cost a long term and short term disability plan.
2. Annual Leave Bank Accrual – City shall continue to provide the following annual leave bank accrual in lieu of the vacation and sick leave bank in the SEIU contract:

Years of Service	Months of Service	Biweekly Accruals	Annual Accruals	Maximum Accrual
<5	0-59	6.24	162.24	324.48
5-6	60-71	7.47	194.22	388.44
6-7	72-83	7.78	202.28	404.56
7-8	84-95	8.09	210.34	420.68
8-9	96-107	8.40	218.40	436.80
9-10	108-119	8.70	226.20	452.40
10-11	120-131	9.54	248.04	496.08
11-12	132-143	9.85	256.10	512.20
12-13	144-155	10-16	264.16	528.32
13-14	156-167	10.46	271.96	543.92
14-15	168-179	10.77	280.02	560.04
15+	180+	11.78	306.28	612.56

3. Tuition Reimbursement – The City shall continue to provide 75% up to a fiscal year maximum of \$5,000 towards reimbursement tuition and fees for an employee pursuing a degree program from an accredited college or university. The terms for such reimbursement are contained in the City's Personnel Rules and Regulations.

4. Wellness Plan – City shall continue to provide a wellness plan reimbursement up to \$500 per fiscal year. The plan shall be managed pursuant to the City’s Personnel Rules and Regulations.

Classifications subject to this Resolution are as follows:

Administrative Assistant (c)
Administrative Services Assistant (c)
Administrative Legal Assistant
Human Resources Technician
Paralegal
Sr. Human Resources Coordinator
Executive Assistant I/II
Accounting Technician (C)
Accountant II (c)
Administrative Legal Secretary I/II/III
Administrative Technician (c)
Office Assistant I/II (C)
Sr. Administrative Secretary (c)



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

DATE: December 17, 2019

TO: City Council

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

SUBJECT: Award Agreement A-8150 with MNS Engineers, Inc. for Construction Inspection Services for the OWTP Emergency Repairs Project.

RECOMMENDATION

That City Council approve and authorize the Mayor to execute Agreement A-8150 in the amount of \$248,944 with MNS Engineers, Inc., for Construction Inspection Services for the Oxnard Wastewater Treatment Plant (OWTP) Emergency Repairs Project PW 18-04 (196602). (Public Works and Transportation Committee approved 3-0)

BACKGROUND

A recent condition assessment of the Oxnard Wastewater Treatment Plant (OWTP) has documented about a quarter of the facility to be in poor or very poor condition, with 72% of the overall facility at a moderate, high or very high risk of experiencing failures. The City's overall objective is to reduce the failure risk of all facilities to low or very low. However, understanding the current funding limitations, the City developed a 5-year rehabilitation program with a goal of reducing the highest risk facilities to a moderate or better risk grade. This 5-year program includes:

- Years 1 - 2: Repair high risk facilities which have been identified as a health and safety concern or urgent need to maintain plant functionality.
- Years 3 - 5: Rehabilitation activities necessary to maintain required minimum redundancy and treatment facility.

On September 20, 2018, the City issued a Notice Inviting Formal Bids (NIFB) on the Years 1-2 high risk facility project. The specific work for this project includes: primary clarifier improvements and walkway bridge replacements; a new chemically enhanced primary treatment (CEPT) facility; bio-towers structural improvements; replacement of four (4) belt filter presses and related controls; a new heating, ventilation and air conditioning (HVAC) system for the laboratory facility; and a new sprinkler system for solids processing building. On November 20, 2018, the City received four bids for the above mentioned scope. On February 5, 2019 Council awarded the contract to the lowest bidder, GSE Construction, Inc.

DISCUSSION

On February 6, 2019 the City issued a Request for Proposal for Oxnard Wastewater Treatment Plant Emergency Repairs Project Public Works Construction Inspection Services. The specific work for this contract includes services which will provide assurance that the Construction being performed is in conformance with the contract specifications, and Standard Specifications for Public Works Construction (Green Book). The selected consultant team is to work closely with the City's Project Manager and staff to successfully complete the project and protect the interest of the City.

City staff that consisted of three Project Managers reviewed the four proposals that were submitted for this scope of work and selected MNS Engineers, Inc. as the most qualified firm to perform this work. Following this determination, procurement staff reviewed all documentation received from MNS Engineers, Inc. Staff verified possession of required currently valid licenses

and has no reason at this time to believe that the consultant is not legally responsible, which means trustworthy, fit and capable to satisfactorily complete the work under this agreement. Thus, staff recommends that the City Council award the contract for this scope to MNS Engineers, Inc.

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

There is currently \$750,000 available funding from Oxnard Wastewater Treatment Plant Emergency Repairs Project (Capital Improvement Project No. 196602, Wastewater Treatment Operating- Fund 621). This amount will be sufficient to cover the construction inspection of this project.

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 3-0 on November 12, 2019, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. A-8150 Complete
2. RFP PW Inspec 02.05.19

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

- (1) Agreement Start Date: October 1, 2019
- (2) Consultant: MNS Engineering, Inc.
- (3) Services: Vendor to provide Construction Inspection Services for the Wastewater Treatment Plant Emergency Repairs Project.
- (4) Schedule of Services: The services must be completed within 365 calendar days of the Agreement State Date listed above.
- (5) Agreement Ending Date: September 30, 2020
- (6) Total Agreement Amount: \$248,944.00
- (7) City's Project Manager: Tatiana Arnaout
- (8) Consultant's Project Manager: Peter Brennan, PE, CCM, Project Manager
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- | | |
|---|---|
| <p><i>FOR CONSULTANT:</i></p> <p>4580 E. Thousand Oaks Blvd, Suite 101
Westlake Village, CA 91362
Attn: Peter Brennan, PE, CCM, Prj. Mgr.</p> | <p><i>FOR CITY:</i></p> <p>305 W. Third Street, 2nd Floor, East Wing
Oxnard, CA 93030
Attn: Tatiana Arnaout, Senior Civil Engineer</p> |
|---|---|
- (11) Contact Emails:
- | | |
|---|---|
| <p><i>CONSULTANT'S PROJECT MANAGER:</i></p> <p>pbrennan@mnsengineers.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>tatiana.arnaout@oxnard.org</p> |
|---|---|

The Agreement for Professional 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
- ☒ Insurance Exhibit (INS-A)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL 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) Consultant" on the Cover Page, for good and valuable consideration, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant 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. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. 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.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. 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.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Consultant 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 Consultant and City in this Agreement or in a binding amendment thereto.

9. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

10. 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 and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant'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 Consultant.

11. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Consultant be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant'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 Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

12. 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. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant 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 Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant 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.

13. Advertising and Publicity. Consultant shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

14. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant; or for other purposes relating to the Agreement. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Consultant shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Consultant shall include a copy of this Section in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

15. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant 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 Consultant, City shall pay Consultant 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 Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

16. **Hold Harmless, Defense and Indemnity.**

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant’s obligation to defend is a separate and distinct obligation from Consultant’s duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant’s work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant’s indemnification or defense obligations. This Section 16 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 16 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

17. **Insurance.** Consultant 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 City’s Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City’s 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 Consultant is a material element of this Agreement. Consultant’s failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

18. **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 Consultant pursuant to this Agreement (“Documents and Materials”) shall be the City’s property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered “works made for hire,” and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights,

shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant 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 18.

b. Consultant 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 Consultant 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 Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of 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 incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant 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. Consultant 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. Consultant 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, Consultant, 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 18 shall survive the termination of this Agreement.

19. Confidentiality of Information.

a. For the purposes of this Agreement, "confidential information" means all data or information, in whatever form transmitted, relating to the past, present or future business affairs of 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 Consultant or is developed by Consultant in whole or in part at the City's expense.

b. Said data or information constitutes confidential information pursuant to California Government Code Sections 6254(e), 6254(k), 6254(aa), 6254.9, 6254.16, 6254.18 and 6255, which exempts the City's internal programs and network structure and information regarding infrastructure and customer information from disclosure under the California Public Records Act (California Government Code Sections 6250 through 6276.48) ("CPRA"). Without in any way affecting the confidential nature of the information, the City will provide the requested information to the Consultant pursuant to the terms of this Agreement, and the City's disclosure shall not constitute a public disclosure pursuant to Government Code Section 6254.5.

c. All confidential information shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

d. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or

omission of Consultant, (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 Consultant 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, Consultant 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.

e. Consultant 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 Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages.

f. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any confidential information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any confidential information disclosed under this Agreement.

g. Consultant will use the confidential information solely for the limited purposes of the Services.

h. Except as otherwise agreed upon by the Parties, Consultant shall maintain physical custody or control over all confidential information obtained by it and shall be responsible for ensuring that such confidential information is not disclosed.

i. Without prejudice to the rights and remedies otherwise available to City, Consultant acknowledges and agrees that: the confidential information is valuable to City, unique, and contains sensitive information; a breach of this Agreement could cause irreparable harm to City; and that City could be entitled to seek injunctive relief, specific performance or both if Consultant breaches or threatens to breach any of the provisions of this Agreement.

j. All confidential information shall remain the property of City. Following Consultant's completion of the Services, Consultant shall promptly destroy all such confidential information in its possession or control and certify such destruction to City in a writing signed by an authorized representative.

k. This Section 19 shall survive the termination of this Agreement.

20. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, 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 Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant 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. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

21. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language,

physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section.

22. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant 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, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant 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 Consultant "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 Consultant has been retained pursuant to this Agreement.

25. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant'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. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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 Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

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

28. 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.

29. 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.

30. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

31. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

32. 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.

33. 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.

34. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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.

35. 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.

36. 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 Consultant 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 Consultant, 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.

37. 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.

38. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

39. 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 Project Managers' emails listed in "(11) 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.

40. 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.

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**MNS ENGINEERING, INC.**

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager _____
☐ Lisa Boerner, Purchasing Manager _____
☐ Patricia Garcia, Buyer _____

Jeff Edwards, Vice President² _____ Date _____

Miranda Patton, Secretary _____ Date _____

ATTEST:

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

APPROVED AS TO FORM:

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

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBIT A SCOPE OF SERVICES

Contractor to provide as-needed construction inspection services to the city during construction of the City's Emergency Repairs Project.

Task 0 – Contractor's inspection approach to providing this scope of services is outlined as follows:

Task 1 Pre-Construction Phase

Subtask 1.1 Kick-off Meeting

Kick-off meeting with the City Project Manager to share intent of plans and specifications, design constraints, features that require special attention, utility coordination, and establish the protocol to be used throughout the project such as:

- Roles and responsibilities
- Lines of communication
- Levels of authorization
- Progress payments, contract change orders (CCO's), requests for information (RFI's) and submittals

Subtask 1.2 Site Documentation

MNS to take pre-construction site photos and videos as needed to document the existing conditions of the treatment plant to alleviate any potential dispute between the City and the contractor with regard to any damage within the treatment plant from construction activities. MNS Inspector to document construction as the project progresses. All photos will be logged and filed in the project files.

Task 2 Construction Phase

Subtask 2.1 Construction Coordination

MNS to work closely with the City and the contractor to promote effective coordination and communication at the job level with plant operations staff. Timely coordination and review of contractor's submittals such as equipment to be procured, demolition plans, system shutdown schedules, working drawings, and material testing will be performed to minimize potential delays.

Subtask 2.2 Weekly Meetings

To facilitate and maintain communication, MNS Inspector will attend weekly construction meetings with the contractor to discuss the progress of the work and address any outstanding or anticipated issues. City operations staff to attend the weekly meetings as needed to ensure complete and affective coordination of the work with the ongoing operation of the treatment plant.

Subtask 2.3 Submittals/RFI's

The timely review of submittals and RFI's is critical to project construction. MNS Inspector to assist the Project Manager with the review and response as needed.

Subtask 2.4 Schedule

MNS Inspector to monitor the progress of the work and compare the actual work progress to the contractor's three-week-look-ahead schedule. This will be completed on an ongoing basis to assist the Project Manager with accurately reviewing the contractor's monthly schedule updates. The Inspector will assist the Project Manager in reviewing any delay claims or time extension requests by the contractor by providing information about the progress of the work and any potential impacts from changed conditions or unforeseen events.

Subtask 2.5 Construction Inspection

MNS to provide the level of inspection required for emergency repairs within an operating waste water treatment plant project. MNS inspector will ensure the work is performed in accordance with the contract documents. Inspection task include:

- Monitor the contractor's activities for conformance with the plans and specifications
- Coordinate work within the treatment plant
- Coordinate plant equipment shutdown discussions
- Ensure the contractor practices lock out tag out procedures in accordance with the approved plans
- Review structural, electrical, and mechanical installations
- Monitor item quantities, extra work time and materials
- Document significant conversations and events
- Verify materials incorporated in the work meet contract requirements
- Record activities in daily reports and with photographs

Subtask 2.6 Schedule of Values and Progress Estimates

MNS Inspector to review the contractor's monthly progress pay quantities for accuracy and compliance per the contractor's approved Schedule of Values. Additional backup documentation including field measurements, manufacturer's certificates of installation compliance, and material test reports will be verified. Extra and supplemental work will be tracked and compared against the authorized change order amounts. The contractor's as-built plans to be reviewed on a monthly basis as part of the monthly progress payments.

Subtask 2.7 Safety

All work and operations to be performed in a safe manner and must remain consistent with the following guidelines and regulations:

- Cal/OSHA
- Department of Industrial Relations Construction Safety Orders
- Contractor's Code of Safe Practices
- Governing codes and regulations

- Contract documents

MNS Inspector to review the site for safe working practices and notify the contractor as well as the City of any unsafe conditions. The Inspector will document when these items have been addressed.

Subtask 2.8 Change Orders and Potential Claims

Prior to beginning any contract work, MNS to coordinate with the City to define preferred contract change order process. MNS Inspector will be proactive in identifying actual and potential problems and notifying the City's Project Manager immediately of any potential extra work.

Resolve any potential claim at the job level before it becomes an actual claim. Notices of potential claims submitted by the contractor will be acted on in a timely manner in accordance with the contract documents and the City's policies and procedures. MNS Inspector to assist the Project Manager in evaluating and resolving disputes in the most cost effective and fair manner.

Subtask 2.9 Startup and Commissioning

MNS to coordinate with the contractor and the plant staff for the commissioning of all new equipment and facilities. MNS to assist with troubleshooting and address any corrective action that may be required.

Task 3 Post-Construction Phase

Subtask 3.1 As-Built Plans

MNS to review the contractor's final as-built plans to verify any changes have been accurately documented.

Subtask 3.2 Operation and Maintenance Manual and Warranty Coordination

MNS to coordinate with the Design Engineer and contractor to ensure all required Operations and Maintenance (O&M) manuals are submitted. Review vendor operations and maintenance manuals for conformance with the specifications. Ensure the contractor has submitted all warranty information and assist the City during this period of corrective work is needed by the contractor.

Subtask 3.3 Punch List Inspection

MNS Inspector to work with the Project Manager to develop a deficiency list (punch list) for the work performed, notify the contractor, and re-inspect the completed work. MNS to conduct a final inspection in the presence of City representatives and the contractor.

Subtask 3.4 Closeout

Upon satisfactory completion of all contract work, MNS Inspector to assemble and submit contract closeout packages, prepare project closeout files and reports, and recommend final acceptance of the project.

RATES EXHIBIT

Hourly Rate

Project Manager

Peter Brennan	\$250.00
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Construction Inspector

John Stange	\$152.00
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The prices listed above shall be effective through the term of this agreement.

SCHEDULE OF SERVICES EXHIBIT

Project Schedule																							
		2019												2020									
PHASE		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			
Pre-Construction																					\$	-	
Construction Management																					\$	392,176.00	
Project Closeout																					\$	4,840.00	
PHASE																				TOTAL HOURS	HOURLY RATE	TOTAL COST	
		2019												2020									
Role	Staff	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul			
PRE-CONSTRUCTION																							
Project Manager	Peter Brennan																				0	250.00 \$ -	
Construction Inspector	John Stage																				0	152.00 \$ -	
SUB-TOTAL		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ -	
CONSTRUCTION MANAGEMENT																							
Project Manager	Peter Brennan				4	4	4	4	4	4	4	4	4	4	4	4	4	4	4		60	250.00 \$ 15,000.00	
Construction Inspector	John Stage				80	172	172	172	172	172	172	172	172	172	172	172	172	172	172		2480	152.00 \$ 378,176.00	
SUB-TOTAL		0			84	176	176	176	176	176	176	176	176	176	176	176	176	176	176		2540	\$ 392,176.00	
Project Closeout																							
Project Manager	Peter Brennan																		4	4	250.00 \$ 1,000.00		
Construction Inspector	John Stage																		24	24	152.00 \$ 3,840.00		
SUB-TOTAL		0																	0	28	28	\$ 4,840.00	
TOTAL HOURS		0	0	0	84	176	176	176	176	176	176	176	176	176	176	176	176	176	176	28	2576	\$ 397,924.00	
Direct Expenses																					TOTAL COST		
Direct Expenses																					\$	-	
DIRECT EXPENSES SUB-TOTAL																					\$	-	
SUBCONSULTANT																					TOTAL COST		
Materials Testing NA																							
SUBCONSULTANTS SUB-TOTAL																					\$	-	
CONSTRUCTION PHASE TOTAL																					\$	397,924.00	

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 and CG 2037).**

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

6. The insurer shall declare any deductibles or self-insured retentions to and be approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER 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

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from) (to)

 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE
GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence
OTHER PROVISIONS
COVERAGES
LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____
CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

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: _____

City of Oxnard Request for Proposal (RFP)

Oxnard Wastewater Treatment Plant Emergency Repairs Project Public Works Construction Inspection Services

Bid Close Date: February 20, 2019
by 2:00 p.m.

Purchasing Division
300 West Third Street
Oxnard, CA 93030

Solicitation opportunities: <https://www.oxnard.org/rfps-and-rfqs/>
City Website: <https://www.oxnard.org/>

TABLE OF CONTENTS

A. SOLICITATION INTRODUCTION

- 1.0 Timeline of Events
- 2.0 Period of Performance
- 3.0 Introduction
- 4.0 Background of the City of Oxnard
- 5.0 Project Background
- 6.0 Project Objective

B. PROPOSAL GUIDELINES

- Tab A – Proposal Checklist
- Tab B – Company Profile/ Experience
- Tab C – Acknowledgement
- Tab D – Scope of Services
- Tab E – References
- Tab F – Cost/Budget Narrative
- Tab G – Bidder Attachment

Attention Bidders: please complete this document and upload as part of your bid response.

1.0 TIMELINE OF EVENTS

Proposers will be responsible to carefully examine the requirements contained herein.

Proposed Timeline

DATE	ACTIVITY
February 6, 2019	Release of Solicitation
February 13, 2019	Last day for Questions by Bidders
February 20, 2019	Submission of the Proposal is due to the City of Oxnard Purchasing Division by <u>2:00 p.m.</u>
February 21 – February 25, 2019	Review of Proposals
February 26 to February 28, 2019	Consultant Interviews / Presentations (at City discretion)
March 1, 2019	Agreement Development/Negotiations
April 9, 2019	City Council approval (Tentative)
April 15, 2019	Contracted work begins (Tentative)

The above dates are tentative and are subject to change as necessary.

2.0 PERIOD OF PERFORMANCE

The period of performance anticipated for this solicitation and shall be for two (2) years, with each year renewable in one (1) year increments from (April 9, 2019 to April 8, 2021) or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

3.0 INTRODUCTION

The City of Oxnard invites proposals from qualified consultants to conduct Public Works Construction Inspection Services for the City of Oxnard.

4.0 BACKGROUND OF THE CITY OF OXNARD

Oxnard, a vibrant and growing community of approximately 200,000 people, is located on the beautiful Southern California coast and is the largest and most populous city in the County of Ventura. Nestled about 60 miles northwest of Los Angeles and 35 miles south of Santa Barbara, Oxnard prides itself on its rich diversity and culture. Oxnard is a full-service city. Incorporated as a general law city in 1903, Oxnard operates under the council-manager form of government. The governing body, the City Council, is composed of five (5) members.

This city by the Pacific Ocean is an ideal place to raise a family; Oxnard residents enjoy a spirit of community pride. With its attractive residential areas located among tree-lined streets, parks and beaches, Oxnard provides a wide variety of housing choices.

5.0 PROJECT BACKGROUND

A recent condition assessment of the Oxnard Wastewater Treatment Plant (OWTP) has documented 40% of the facility to be in poor or very poor condition, with 72% at a moderate, high or very high risk of experiencing failures. The City's overall objective is to reduce the failure risk of all facilities to low or very low. However, understanding the current funding limitations, the City has developed a 5-year rehabilitation program with a goal of reducing the highest risk facilities to a moderate or better risk grade. This 5-year program includes:

Years 1 - 2: Repair high risk facilities which have been identified as a health and safety concern or urgent need to maintain plant functionality.

Years 3 - 5: Rehabilitation activities necessary to maintain required minimum redundancy and treatment facility.

On September 20, 2018, the City issued a Notice Inviting Formal Bids (NIFB) on the Years 1-2 high risk facilities. The specific work for this project includes: primary clarifier improvements and walkway bridge replacements; a new chemically enhanced primary treatment (CEPT) facility; bio-towers structural improvements; replacement of four (4) belt filter presses and related controls; a new heating, ventilation and air conditioning (HVAC) system for the laboratory facility; and a new sprinkler system for solids processing building.

6.0 PROJECT OBJECTIVE

The purpose of this RFP is to obtain the services of a well-qualified consultant, familiar with the work required under this RFP and capable of providing Public Works Construction Inspection services which will provide assurance that the Construction being performed is conformance with the contract specifications, and Standard Specifications for Public Works Construction (Green Book). Selected consultant team shall work closely with the City's Project Manager and staff to successfully complete the project and protect the interest of the City.

Tab A – Proposal Checklist***Instructions:***

- a) This section must be filled in and each item checked off to ensure all items requested by the City in this solicitation have been submitted.
- b) Follow the instructions in each section of this solicitation.
- c) Present all requested items in the index tabs ordered A through G as shown.
- d) Label each item presented and include additional items on your Table of Contents.
- e) All proposals must include a detailed description of each proposed service to be provided.
- f) Bidders that do not follow the bid instructions found in the separate document titled “**Terms and Conditions**”, may be found to be “non-responsive” and disqualified from the bid process.

Name of Company:

Service to provide:

Main Point of Contact:

E-mail:**Phone:**

Tab A Proposal Submission Checklist

General Bidder Information

Please provide one copy of the following items in your proposal. Indicate the page number where the item is located.

	Page Number
☐ Tab A: Proposal Checklist (<i>this page</i>)	_____
☐ Tab B: Company Profile/ Experience	_____
☐ Tab C: Acknowledgements.....	_____
☐ Tab D: Scope of Services.....	_____
☐ Tab E: References	_____
☐ Tab F: Cost/Budget Narrative	_____
☐ Tab G: Bidder Attachment	_____

CERTIFICATION

I, the undersigned, certify and declare I have read and know the contents of the proposal the proposer listed below is submitting to the City of Oxnard (“City”). I certify under penalty of perjury that the preparer(s) of this proposal has/have provided only complete and truthful information to the City in this proposal. I understand that any misrepresentations or material omissions within this proposal will be grounds for potentially disqualifying the proposer or not awarding the contract to the proposer. Additionally, any misrepresentations or material omissions within this proposal are considered breaches of the contract (should the proposer be awarded that contract); the City shall have the right to terminate the contract immediately without consequences, and the City retains all other legal rights available to the City for breach of contract.

I, the undersigned, hereby give permission to the City and its employees and agents to contact references—including those references’ officials, employees, and agents (collectively, “References”)—of the proposer and its officers, managers, members, general partners, limited partners, or other owners of at least ten percent (10%) of the business, or if the business is a corporation or s-corporation, of its stock (collectively, “Owners”), and request information from other clients—including those clients’ officials, employees and agents (collectively, “Other Clients”). I further give permission for the City to review any criminal records of the Owners and obtain public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, and outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims by the proposer, the Owners, and all of their heirs and assigns against the City and its officials, employees and agents, the References, and the Other Clients regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph. Furthermore, I agree that the City and its officers, employees and agents may but have no obligation to share any such information.

I am executing this proposal on behalf of the proposer. I warrant and represent under penalty of perjury that I have the authority to execute this proposal on behalf of the proposer and I have the authority to bind the proposer to the answers provided in this proposal. If any information provided herein becomes inaccurate, I will immediately notify the City and provide updated accurate information in writing, under penalty of perjury.

CERTIFICATIONS

I, _____, a duly authorized agent of _____

Printed Name of Agent/Officer **Name of Organization**

hereby certify that _____ by submission of this proposal in response to the
Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: _____ Date: _____

Title of Agent/Officer: _____

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

Tab B - Company Profile/Experience

This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, including descriptive information regarding service delivery. The following information must be provided as follows:

1. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE:

2. Company overview and disclosure of services or activities performed, including:

- a. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- b. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- c. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- d. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

a. BIDDER'S RESPONSE:

b. BIDDER'S RESPONSE:

c. BIDDER'S RESPONSE:

d. BIDDER'S RESPONSE:

3. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE:

4. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

BIDDER'S RESPONSE:

5. List the members of your organization who are authorized to negotiate the Agreement.

BIDDER'S RESPONSE:

6. **Credentials/Resumes/Certifications/Licenses:**

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation:

- a. Position Title
- b. Current Responsibilities
- c. Qualifications/Experiences
- d. Education
- e. Certifications/licenses, if applicable
- f. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. BIDDER'S RESPONSE:

b. BIDDER'S RESPONSE:

c. BIDDER'S RESPONSE:

d. BIDDER'S RESPONSE:

e. BIDDER'S RESPONSE:

f. BIDDER'S RESPONSE:

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

Tab C - Acknowledgement

1. Clarifications, Exceptions, or Deviations

All Bidder(s) shall describe any exception or deviation from the requirements of the solicitation. Each clarification, exception, or deviation must be clearly identified. If your company/firm/sole proprietorship have no clarifications, exceptions, or deviations, a statement to that effect shall be included in this section. The sample service agreement is a separate attachment discussed in the solicitation labeled "Sample Agreement" and "Bidder Terms and Conditions" document located on the Public Purchase website and incorporated herein by this reference.

The following contractual terms are **non-negotiable**:

- a. Termination
- b. Indemnification
- c. Limitation of Liability
- d. Insurance
- e. Conflict of Interest
- f. Governing Law
- g. Assignability of Agreement

Do you have any other exceptions/deviations? If so, please identify the exception and provide an explanation:

BIDDER'S RESPONSE:

2. Evidence of Insurability/Business Licenses

All Bidder(s) shall submit evidence of all required insurance. If awarded the contract the Bidder has ten (10) calendar days to produce the required insurances, including a certified endorsement naming the City as additionally insured. The Bidder shall certify to the possession of any and all current required licenses or certifications. Bidder must provide a copy of current business license or other applicable licenses.

3. **Transition (If applicable)**

Upon expiration or termination of this Agreement for any reason, during the transition close-out period the Contractor agrees to:

- a. Continue delivering services until notified otherwise; and
- b. Assist the City in the orderly transition and transfer of all collaborations and committees to the City and the subsequent Contractor(s); and
- c. Provide, in a timely manner, all file and information deemed necessary by the City for use in subsequent contracting activities without additional cost to the City or the new Contractor(s), upon termination or expiration of this Agreement for any reason; and
- d. Cooperate with the City during a transition close-out period to ensure orderly and seamless delivery of services to the City.

Tab D - Scope of Services

This solicitation has a space provided under each question the City has of the Bidder. This solicitation is available for electronic download at www.publicpurchase.com.

Bidders must address all points in this section. All questions are in italicized font in the box.

Summary of Services

Public Works Construction Inspection services shall consist of all items of work necessary to complete detailed construction per the enclosed plans and specifications, and in accordance with the 2015 edition of Public Works Construction Green Book to accomplish the objectives as further identified below:

1. Provide a summary of the work plan and/or methodology and physical resources (staff and equipment) your company will commit to ensure successful project completion.

BIDDER'S RESPONSE:

2. Provide Daily Inspection reports, with manpower report, equipment, material, etc. Review construction and generate documents such as: schedules, RFI's, submittals, construction cost estimates, and all other project correspondence. Schedule, and forecast any "Deputy" Inspection, all other inspection required by others.

BIDDER'S RESPONSE:

3. Verify Construction Materials compliance with specifications, plans, applicable, and adopted standards. Provide Construction Inspection for MEP's, Structures, Unclassified Excavations, and any other work related to large Public Works construction, as required per project plans and specifications.

BIDDER'S RESPONSE:

4. Monitor and manage construction progress on site, and coordinate with Facility Users for minimal Impacts. Coordinate with Utility Companies, Design Engineer/ City Consultant, and City project manager, for construction progress as necessary. Conduct field visits and attend meetings, if needed; with the project engineers, contractor and design consultant in a timely manner to resolve issues during construction management, as needed.

BIDDER'S RESPONSE:

Tab E - References

All Bidder(s) must include present and past performance information with a minimum of three (3) references of recent similar projects. References cannot include City staff as a reference. However, references can include other governmental agencies. Please verify that all reference information is correct.

Reference 1	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 2	
Company name:	
Address:	
Contact person:	
Email address:	
Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

Reference 3	
Company name:	
Address:	
Contact person:	
Email address:	

Telephone address:	
Project name:	
Dates worked performed:	
Summary of scope of services:	
Project cost:	

1. Provide a list of contracts that your company has been awarded during the last three (3) years, showing year, type of services, dollar amounts of services provided, location, contracting company, contact name, and phone number.

BIDDER’S RESPONSE:

2. Provide details of any failure or refusal to complete a contract. If none, that must be stated.

BIDDER’S RESPONSE:

Tab F - Cost Proposal/Budget Narrative

In this section, please complete and include this Cost Proposal. Cost Proposals will be disclosed to the evaluators after the evaluation of the technical proposals has been completed. The City reserves the right to negotiate final fees with the selected Contractor(s). Proposals must fully describe all costs of charges to the City as part of this service/project. As stated in the Cost Proposal, Bidders must provide fully inclusive blended rates, which are all-encompassing of the Bidder's project-related or supported expenses, including travel expenses. Bidders may also include any other documents as information to further explain the proposed costs.

Method of payment. Payment by the City for the services will be made only after the services have been performed and an invoice is submitted. The invoice should specifically describe the services performed, the name(s) of the personnel performing such services, hours provided for the service at the hourly rate quoted in this proposal. The appropriate City representative must approve the invoice. The City will make payment on a monthly basis, thirty (30) days after receipt of the invoice.

Cost proposal must be all-inclusive and include, but not be limited to, the following administration, travel, training and related costs.

- a) Provide total review hours detailed by partner, senior manager, manager, field supervisor and other staff.
- b) Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.
- c) The maximum annual cost for the review for each of the two (2) years.
- d) Clerical support and other indirect costs associated with each task.

Tab G - Bidder Attachment

Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the solicitation, bidders shall paste in Tab G. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding “Attachment Number” into the Bidder’s Response box as the example shows below:

Below is an example:

<u>Tab C - Company Profile</u>	
This section of the proposal is designed to establish the bidder as an entity with the ability and experience to operate the program as specified in the solicitation. The Company Profile should be concise and clear, and include descriptive information regarding service delivery. The following information must be provided as follows:	
1. Business name and legal business status (i.e. partnership, corporation, etc.)	
<i>BIDDER’S RESPONSE:</i> Located in “Attachment 1”	
2. Proof of non-profit status, if applicable	
<i>BIDDER’S RESPONSE:</i> Located in “Attachment 2”	

Tab G - Any response that Bidders are finding difficulty pasting into the “Bidders Response” boxes in any section of the solicitation, bidders shall paste in Tab I. When pasting attachments to Tab G, label the attachments “Attachment 1”, Attachment 2” and so forth. Enter the corresponding Attachment Number into the Bidder’s Response box with the words “See Tab G.” List all attachments with an index tab.

List all attachments included in this Section. Please use additional pages to list attachments if necessary.

Attachment Number	Document Title	Page Number
Attachment 1	_____	_____
Attachment 2	_____	_____
Attachment 3	_____	_____
Attachment 4	_____	_____
Attachment 5	_____	_____
Attachment 6	_____	_____
Attachment 7	_____	_____
Attachment 8	_____	_____



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. 1.7.**

DATE: December 17, 2019

TO: City Council

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

SUBJECT: Adoption of Ordinance No. 2973 Banning the Sale of Flavored Tobacco Products.

RECOMMENDATION

That the City Council adopt Ordinance No. 2973 amending Article XIV of Chapter 11 of the Oxnard City Code related to Tobacco Retailer Permits and the sale of flavored tobacco products.

BACKGROUND

Ordinance No. 2973 was introduced at the December 3, 2019 City Council meeting. The City Council moved, 7-0, to introduce Ordinance 2973 amending Article XIV of Chapter 11 of the Oxnard City Code related to Tobacco Retailer Permits and the sale of flavored tobacco products.

If Ordinance No. 2973 is adopted on December 17, 2019, it will take effect on January 26, 2020.

STRATEGIC PRIORITIES

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

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

Objective 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Eric Sonstegard, Assistant Police Chief, Jason Zaragoza, Deputy City Attorney

ATTACHMENTS

1. TOBACCO RETAILERS ORDINANCE CLEAN COPY
2. AMA calls for total ban on all vaping products not approved by FDA _ American Medical Association
3. Matrix-of-Local-Ordinances-Restricting-Flavored-Tobacco-2019-05-07
4. The Truth About Flavored Tobacco CDPH

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 2973

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING CHAPTER
11 ARTICLE XIV OF THE CITY CODE CONCERNING TOBACCO RETAILER
PERMITS

WHEREAS, the California Legislature recognizes the danger of tobacco use and has made reducing youth access to tobacco products a high priority; and

WHEREAS, State law explicitly permits cities and counties to enact local tobacco retail licensing ordinances and allows for the suspension or revocation of a local license for a violation of any state tobacco control law (Cal. Bus. & Prof. Code § 22971.3); and

WHEREAS, flavorings in tobacco products make them more appealing to young people, masking the harshness of cigarette smoke and nicotine; and

WHEREAS, over 80 percent of young people who use tobacco products report starting with a flavored product; and

WHEREAS, a California Healthy Kids Survey 2017-18 for Oxnard Union High School District found that 11 % of 9th graders, 9% of 11th graders and 22% of Non-Traditional school students have used an e-cigarette in the past 30 days; and

WHEREAS, on November 20, 2019, the American Medical Association called for a total ban of non-Food and Drug Administration approved vaping products; and

WHEREAS, the failure of tobacco retailers to comply with all tobacco control laws, particularly laws prohibiting the sale of tobacco products to minors, presents an imminent threat to the public health, safety, and welfare of the residents of the City of Oxnard.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. City Code Amendment. Article XIV to Chapter 11 of the Oxnard City Code is hereby amended to read as follows:

“ARTICLE XIV. TOBACCO RETAILERS

For the purposes of this article, the following words shall have the following meanings:

SEC. 11-370. DEFINITIONS.

(A) **ARM'S LENGTH TRANSACTION** - A sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale

between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of the article is not an arm's length transaction.

(B) CIGAR – Any roll of tobacco other than cigarettes wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than three pounds per thousand.

(C) CIGARETTE – (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described herein.

(D) COLLECTOR - The city treasurer or designee.

(E) ELECTRONIC SMOKING DEVICE – Any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, or e-hookah. Electronic smoking device includes any component, part, or accessory of the device, and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(F) FLAVORED TOBACCO PRODUCT - Any tobacco product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to, or during the consumption of, a tobacco product, including, but not limited to, any taste or smell relating to fruit, menthol, mint, wintergreen, chocolate, cocoa, vanilla, honey, or any candy, dessert, alcoholic beverage, herb, or spice. A public statement or claim, whether express or implied, made or disseminated by the manufacturer of a tobacco product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such products, that a product has or produces a taste or smell other than a taste or smell of tobacco will constitute presumptive evidence that the product is a flavored product.

(G) LITTLE CIGAR – Any roll of tobacco other than cigarettes wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand. Little cigar includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar, or cigarillo.

(H) PERSON -Any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(I) PROPRIETOR- A person with an ownership or managerial interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent (10%) or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

(J) SALE or SELL – means any transfer, exchange, barter, gift, offer for sale, or distribution for a commercial purpose, in any manner or by any means whatsoever.

(K) SELF-SERVICE DISPLAY -The open display or storage of tobacco products in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service-display.

(L) TOBACCO PRODUCT- means:

(1) any product containing, made of, or derived from tobacco or nicotine that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means, including but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus;

(2) any electronic smoking device as defined in this article and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or

(3) any component, part, or accessory of 1) or 2), whether or not any of these contains tobacco or nicotine, including but not limited to filters, rolling papers, blunt or hemp wraps, hookahs, and pipes.

“Tobacco product” does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

(M) TOBACCO RETAILER - Any person who sells, offers for sale, exchanges or offers to exchange for any form of consideration tobacco products.

(N) TOBACCO RETAILING - Selling, offering for sale, or exchanging or offering to exchange for any form of consideration tobacco products without regard to the quantity of tobacco products sold, offered for sale, exchanged, or offered for exchange.

SEC. 11-371. TOBACCO RETAILER PERMIT REQUIRED; COMPLIANCE WITH OTHER LAWS.

(A) TOBACCO RETAILER’S PERMIT REQUIRED. No person shall act as a tobacco retailer without first obtaining and maintaining a valid tobacco retailer's permit pursuant to this article for each location at which such activity is to occur.

(B) DISPLAY OF PERMITS. Each tobacco retailer permit shall be posted in a conspicuous public location at the place of business for which the permit has been issued.

(C) LAWFUL BUSINESS OPERATION. A business tax certificate shall be obtained pursuant to section 11-4 of this code before any permit is issued pursuant to this section. The issuance of a permit shall not eliminate compliance with any other requirements, including the requirement for another permit, certificate or clearance, imposed by any other local, State, or federal rule, regulation, or law.

SEC. 11-372. TERM; FEES.

(A) A tobacco retailer permit shall be valid for 12 months from the date of issuance or as indicated on the permit and shall specify the location where tobacco retailing may be held.

(B) Fees for such permits shall be established by resolution of the city council.

SEC. 11-373. RESTRICTIONS.

(A) **POSITIVE IDENTIFICATION REQUIRED.** No person engaged in tobacco retailing shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under the age of 27 years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product or tobacco paraphernalia.

(B) **MINIMUM CLERK AGE.** No person who is younger than the minimum age established by state law for the purchase or possession of tobacco products shall engage in tobacco retailing.

(C) **SELF SERVICE DISPLAYS PROHIBITED.** Tobacco retailing by means of a self-service display is prohibited.

(D) **DISPLAY OF TOBACCO PRODUCTS WITHOUT A PERMIT.** A tobacco retailer or proprietor without a valid tobacco retailer permit, including, a person whose license has been suspended or revoked, shall keep all tobacco products out of public view. Advertisements relating to tobacco products or tobacco paraphernalia that promote the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location shall not be displayed.

(E) **ON-SITE SALES.** All sales of tobacco products shall be conducted in-person at the permitted location. It shall be a violation of this article for any tobacco retailer or any of the tobacco retailer's agents or employees to deliver tobacco products or to knowingly or recklessly sell tobacco products to any person that intends to deliver the tobacco product. For purposes of this subsection, "deliver" means the commercial transfer of tobacco products to a person at a location not permitted pursuant to this article.

SEC. 11-374. SALE OF FLAVORED TOBACCO PRODUCTS PROHIBITED.

(A) It shall be unlawful for any retailer to sell or offer for sale any flavored tobacco product.

(B) There shall be a rebuttable presumption that a tobacco retailer in possession of four or more flavored tobacco products, including, but not limited to, individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to Sell or offer for Sale.

SEC. 11-375. TOBACCO PRODUCT PRICING AND PACKAGING.

(A) **PACKAGING AND LABELING.** No tobacco retailer shall sell any tobacco product to any person unless such product: (1) is sold in the original manufacturer's packaging intended for sale; and (2) conforms to all applicable federal labeling requirements.

(B) **DISPLAY OF PRICE.** The price of each tobacco product offered for sale shall be clearly and conspicuously displayed to indicate the price of the product.

(C) **PROHIBITION OF TOBACCO COUPONS AND DISCOUNTS.** No tobacco retailer shall:

(1) Honor or redeem, or offer to honor or redeem, a coupon to allow a person to purchase a tobacco product for less than the full retail price;

(2) Sell any tobacco product to a person through a multiple-package discount or otherwise provide any such product to a consumer for less than the full retail price in consideration for the purchase of any tobacco product or any other item; or

(3) Provide any free or discounted item to a person in consideration for the purchase of any tobacco product.

(D) **MINIMUM PACKAGE SIZE FOR LITTLE CIGARS AND CIGARS.** No tobacco retailer shall sell to a person:

(1) Any little cigar unless it is sold in a package of at least 20 little cigars, or any cigar unless it is sold in a package of at least six cigars; or

(2) The restriction in subsection D(1) shall not be a cigar that has a price of at least [\$5] per cigar, including all applicable taxes and fees.

SEC. 11-376. PERMIT APPLICATION PROCEDURES.

(A) An application for a tobacco retailer permit shall be submitted on a form supplied by the collector, signed by each proprietor or an authorized agent thereof, and shall contain the following information:

(1) The name, title, address, and telephone number of each proprietor of the business seeking a permit.

(2) The business name, address, and telephone number of the single fixed location for which a permit is sought.

(3) A single name and mailing address authorized by each proprietor to receive all communications and notices required by, authorized by, or convenient to the enforcement of this article.

(4) Proof that the location for which a tobacco retailer permit is sought has been issued a valid state tobacco retailer's license by the California Board of Equalization, if applicable.

(5) The dates and locations of any admitted violations of this article or of any tobacco permit requirement by any proprietor or any agent of the proprietor and the dates and locations of any violations of this article or of any tobacco permit requirement found to have been committed by any proprietor or any agent of the proprietor within the previous five years.

(6) Whether or not any proprietor or any agent of the proprietor has admitted violating, or has been found to have violated, this article, and if so, the dates and locations of all such violations within the previous five years.

(7) Such other information as the collector deems necessary for the administration or enforcement of this article as specified on the application form required by this section.

(B) A permitted tobacco retailer shall inform the collector in writing of any change in the information submitted on an application for a tobacco retailer permit within 10 business days of such change.

(C) All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act (Cal. Govt. Code section 6250 et seq.) or any other applicable law.

SEC. 11-377. ISSUANCE OF A PERMIT.

Upon receipt of a completed application for a tobacco retailer permit and the applicable permit fee, the collector shall issue a permit, after receiving input from appropriate city departments, unless substantial evidence demonstrates that one or more of the following bases for denial exists:

(A) The information presented in the application is inaccurate or false.

(B) The application seeks authorization for tobacco retailing at a location for which this article prohibits issuance of tobacco retailer permits.

(C) The application seeks authorization for tobacco retailing for a proprietor to whom this article prohibits a permit to be issued.

(D) The application seeks authorization for tobacco retailing that is prohibited pursuant to this article, that is unlawful pursuant to this code, or that is unlawful pursuant to any other law.

SEC. 11-378. PERMIT RENEWAL AND EXPIRATION.

(A) A tobacco retailer's permit is invalid if the appropriate fee has not been timely paid in full or if the term of the permit has expired. The term of a tobacco retailer permit is 12 months. An application for the renewal of a tobacco retailer permit shall be submitted to the collector, along with the permit renewal fee as established by resolution of the city council, no later than 30 days prior to the expiration of the permit.

(B) A tobacco retailer permit that is not timely renewed shall expire at the end of its term. To renew a permit not timely renewed pursuant to subsection (A) of this section, the proprietor(s) must provide the following:

(1) An application for a new tobacco retailer permit along with the new application permit fee as established by resolution of the city council; and

(2) A signed affidavit affirming that the tobacco retailer:

(i) has not sold and will not sell any tobacco product after the permit expiration date and before a new permit is issued; or

(ii) has waited the appropriate ineligibility period established for tobacco retailing without a permit, as set forth in section 11-382 of this code, before seeking a new permit.

SEC. 11-379. PERMITS NON TRANSFERABLE.

(A) A tobacco retailer permit may not be transferred from one person to another or from one location to another.

(B) A new tobacco retailer permit is required when a tobacco retailing location has a change in ownership.

(C) Notwithstanding any other provision of this article, prior violations at a location shall continue to be counted against a location and permit ineligibility periods shall continue to apply to a location unless:

(1) The location has been fully transferred to a new owner or fully transferred to entirely new owners; and

(2) The new owner or owners provide the collector with clear and convincing evidence that the new owner or owners have acquired or are acquiring the location in an arm's length transaction.

SEC. 11-380. FEE FOR PERMIT.

The fee to issue or to renew a tobacco retailer's permit shall be established from time to time by resolution of the City Council. The fee shall be calculated so as to recover the cost of administration and enforcement of this article, including, for example, issuing a permit,

administering the permitting program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this article. All fees and interest upon proceeds of fees shall be used exclusively to fund the program. Fees are nonrefundable except as may be required by law.

SEC. 11-381. MODIFICATION, SUSPENSION, OR REVOCATION OF PERMIT.

(A) In addition to any other penalty authorized by law, a tobacco retailer permit may be suspended or revoked by the collector, after notice and an opportunity to be heard as set forth in chapter 1, article V of this code, for failure of the permittee, or any of the permittee's agents or employees, to comply with applicable local, state, or federal rules, regulations, or laws concerning tobacco retailing, based on matters occurring after the permit is issued or on matters not considered at the time of issuance of the permit that would have authorized denial of the permit or the imposition of conditions on the permit.

(B) Any person, including a city officer or employee, may file with the collector a written request for revocation, suspension, or modification of a tobacco retailer permit, stating facts showing that the permittee, or any of the permittee's agents or employees, failed to comply with applicable rules, laws, regulations, or permit conditions.

(C) If the request is filed by a city officer or employee on behalf of a city department, the request shall be accompanied by a written report, stating wherein the permittee, or any of the permittee's agents or employees, has not complied with applicable rules, laws, regulations, or permit conditions and recommending that the tobacco retailer permit be revoked, suspended, or in what respect the permit should be modified.

(D) Based on the preponderance of the evidence, if the collector finds the tobacco retailer or any of the tobacco retailer's employees or agents has violated any of the requirements, conditions, or prohibitions of this article, the collector may take the following actions:

- (i) Upon a finding by the collector of a first violation of this article at a location within any [five-year] period, the permit may be suspended for up to [30] days.
- (ii) Upon a finding by the collector of a second violation of this article at a location within any [five-year] period, the license may be suspended for up to [90] days.
- (iii) Upon a finding by the collector of a third violation of this article at a location within any [five-year] period, the license may be suspended for up to [one] year.
- (iv) Upon a finding by the Department of four or more violations of this article at a location within any [five-year] period, the license may be revoked.

SEC. 11-382. TOBACCO RETAILING WITHOUT A PERMIT.

(A) In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the collector finds based on a preponderance of evidence, after notice and an opportunity to be heard as set forth in chapter 1, article V of this code, that any person has engaged in tobacco retailing at a location without a valid tobacco retailer permit, either directly or through the person's agents or employees, the person shall be ineligible to apply for, or to be issued, a tobacco retailing permit as follows:

(1) After a first violation of this section at a location within any five year period, no new permit may issue for the person or the location, unless ownership of the business at the location has been transferred in an arm's length transaction, until 30 days have passed from the date of the violation.

(2) After a second violation of this section at a location within any five year period, no new permit may issue for the person or the location, unless ownership of the business at the location has been transferred in an arm's length transaction, until 90 days have passed from the date of violation.

(3) After a third or subsequent violation of this section at a location within any five year period, no new permit may issue for the person or the location, unless ownership of the business at the location has been transferred in an arm's length transaction, until one year has passed from the date of the violation.

(B) Tobacco products offered for sale or exchange in violation of this section are subject to seizure by the collector or any peace officer and shall be forfeited after the permittee and any other owner of the tobacco products seized is given reasonable notice and an opportunity to demonstrate, as set forth in article V of chapter 1 of this code, that the tobacco products were not offered for sale or exchange in violation of this article. Forfeited tobacco products and shall be destroyed after all internal appeals have been exhausted and the time in which to seek judicial review pursuant to California Code of Civil Procedure section 1094.6 or other applicable law has expired without the filing of a lawsuit, or if such a suit is final, after judgment in that suit becomes final.

(C) For the purposes of the civil remedies provided in this article:

(1) Each day on which a tobacco product is offered for sale in violation of this article shall constitute a separate violation of this article; and

(2) Each individual retail tobacco product and each individual retail item that is distributed, sold, or offered for sale in violation of this article shall constitute a separate violation of this article.

SEC.11-383. ENFORCEMENT.

(A) The remedies provided by this article are cumulative and in addition to any other remedies available at law or in equity.

(B) Whenever evidence of a violation of this article is obtained in any part through the participation of a person under the age of eighteen (18) years old, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this article and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(C) Violations of this article are hereby declared to be public nuisances.

(D) In addition to other remedies provided by this article or by other law, any violation of this article may be remedied by a civil action brought by the City Attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

SEC.11-384. SEVERABILITY

If any section or provision of this ordinance is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision. “

Part 2. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one of more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 3. The City Council determines and finds that this ordinance is exempt from the California Environmental Quality Act under section 15061(b)(3) because the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

Part 4. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

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Part 5. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. 2973 was first read on December 3, 2019, and finally adopted on December 17, 2019, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

PRESS RELEASES

AMA calls for total ban on all vaping products not approved by FDA

NOVEMBER 19, 2019

SAN DIEGO — In the wake of the recent lung illness outbreak linked to more than 2,000 illnesses and over 40 deaths across the country and a spike in youth e-cigarette use, the American Medical Association (AMA) today called for a total ban on all e-cigarette and vaping products that do not meet Food and Drug Administration (FDA) approval as cessation tools. At the Interim Meeting of the AMA House of Delegates, physicians, residents, and medical students from across the country voted to adopt policies on the AMA's longtime efforts to prevent another generation from becoming dependent on nicotine.

The new policies include:

- Urgently advocate for regulatory, legislative, and/or legal action at the federal and/or state levels to ban the sale and distribution of all e-cigarette and vaping products, with the exception of those approved by the FDA for tobacco cessation purposes and made available by prescription only;
- Advocate for research funding to study the safety and effectiveness of e-cigarette and vaping products for tobacco cessation purposes;
- Call for immediate and thorough study of the use of pharmacologic and non-pharmacologic treatment strategies for tobacco use disorder and nicotine dependence resulting from the use of non-combustible and combustible tobacco products in populations under the age of 18;
- Actively collaborate with health care professionals, particularly pharmacists and other health care team members, to persuade retail pharmacies to immediately cease sales of tobacco products;
- Advocate for diagnostic codes for e-cigarette and vaping associated illnesses, including pulmonary toxicity

"The recent lung illness outbreak has alarmed physicians and the broader public health community and shined a light on the fact that we have very little evidence about the short- and long-term health

consequences of e-cigarettes and vaping products,” said AMA President Patrice A. Harris, M.D., M.A. “It’s simple – we must keep nicotine products out of the hands of young people and that’s why we are calling for an immediate ban on all e-cigarette and vaping products from the market. With the number of young people using e-cigarettes spiking it is not only critical that there is research into nicotine addiction treatments for this population, but it is imperative that we continue efforts to prevent youth from ever using nicotine.”

For the past five decades, the AMA has championed seminal anti-tobacco efforts, including prohibiting smoking in public places and on public transportation and airplanes, and calling on tobacco companies to stop targeting children in their advertising campaigns. In addition to the new policies above, the AMA has called on media organizations to reject advertising that markets e-cigarette products to young people, supported laws setting the minimum age for purchasing tobacco products, including e-cigarettes, at 21, and urged e-commerce CEOs to vigorously enforce their existing policies to keep illicit vaping products off their platforms.

“Since declaring e-cigarette use and vaping an urgent public health epidemic in 2018, the AMA has pushed for more stringent policies to help protect our nation’s young people from the harmful effects of tobacco and nicotine use. For decades we have led the public health fight to combat the harmful effects of tobacco products, and we will continue to support policies and regulations aimed at preventing another generation from becoming dependent on nicotine,” said Dr. Harris.

Click [here](#) to learn more about the AMA’s work on these issues and e-cigarettes.

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About the American Medical Association

The American Medical Association is the physicians’ powerful ally in patient care. As the only medical association that convenes 190+ state and specialty medical societies and other critical stakeholders, the AMA represents physicians with a unified voice to all key players in health care. The AMA leverages its strength by removing the obstacles that

interfere with patient care, leading the charge to prevent chronic disease and confront public health crises and, driving the future of medicine to tackle the biggest challenges in health care.

[AMA Press Center](#) [E-cigarettes & Tobacco](#) [AMA Policies](#)

[Interim Meeting of the AMA House of Delegates](#)



MEDICAL SCHOOL LIFE

How to get involved in advocacy work as a medical student



PATIENT ADVOCACY

Judge says AMA is right: Title X gag rule violates medical ethics



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MAY 2019

The tobacco industry has a long history of using flavored tobacco to target youth and communities of color. The majority of youth who start experimenting with tobacco begin with flavored tobacco.¹ These products come in a variety of candy-like flavors including bubble gum, grape, menthol and cotton candy and include e-cigarettes, hookah tobacco, cigars, smokeless tobacco, and even flavored accessories such as blunt wraps.

Since 2009, the United States Food and Drug Administration (FDA) has banned flavored cigarettes nationwide. However, this ban included an exemption for menthol flavored cigarettes and doesn't extend to non-cigarette tobacco products. There are currently no state laws in California restricting the sale of flavored tobacco products. It is up to local communities to take action to protect their youth from the lure of enticing flavored tobacco.

The first community to restrict the sale of flavored tobacco in California was Santa Clara County in 2010. Since then, thirty-five communities have passed similar policies.

What products may be included?

- 1. E-Cigarettes** – Restricts the sale of flavored electronic cigarettes.
- 2. Menthol** – Restricts the sale of tobacco products labelled as menthol, including cigarettes, smokeless tobacco, little cigars, etc.
- 3. Little Cigars** – Restricts the sale of flavored little cigars, which are small, usually filtered cigars wrapped in brown paper containing tobacco leaf. Little cigars became a popular alternative following the FDA's ban on flavored cigarettes.
- 4. Smokeless Tobacco** – Restricts the sale of flavored smokeless tobacco such as chewing tobacco, dip, snus and snuff.

5. Components & Accessories – Restricts the sale of flavored accessory products such as blunt wraps and e-juice additives. These products cannot be smoked alone and serve as a delivery system for smoked products.

6. Products Marketed as Flavored – Tobacco companies sometimes try to circumvent flavor restrictions by marketing products as flavored without directly labelling them as such. This policy option allows communities to broaden the definition of flavored tobacco to include these products.

What exemptions are allowed?

- 1. Adult-Only Stores Exempted** – Adult-only retailers are limited to customers who are 21 and over. This limits sales of flavored tobacco to stores that youth do not have access to.
- 2. Grandfathered Retailers Exempted** – Allows retailers that were in operation prior to a specified date to continue selling flavored tobacco products.
- 3. Limited to Youth-Populated Areas** – Retailers are required to be a certain distance away from schools, parks, or other youth-oriented locations. Since many flavored tobacco products target youth, including buffer zones is a way to limit their access to flavored products.

Resources

The Center has additional resources on tobacco retailer licensing ordinances, plug-in policies, and ordinances restricting menthol tobacco available at: <http://center4tobaccopolicy.org/tobacco-policy/tobacco-retail-environment/>. ChangeLab Solutions has model ordinance language available for ordinances restricting flavored tobacco at: <http://changelabsolutions.org>.

City/County Date Passed	Products Included						Exemptions		
	E-Cigs	Menthol	Little Cigars	Smokeless	Components & Accessories	Products marketed as flavored	Adult-Only Stores Exempted	Grandfathered Retailers Exempted?	Limited to Youth-Populated Areas?
San Carlos April 2019	X	X	X	X	X	X			
Larkspur April 2019	X	X	X	X	X	X			
Sacramento April 2019	X	X	X	X	X	X			
Albany April 2019	X	X	X	X	X	X			
Corte Madera March 2019	X	X	X	X	X	X			
Hermosa Beach Jan 2019	X	X	X	X	X	X	X		
San Pablo Dec 2018	X	X	X	X	X	X			
Alameda Nov 2018	X	X	X	X	X	X			
Santa Cruz Nov 2018	X	X	X	X	X	X			
Marin County Nov 2018	X	X	X	X	X	X			
Saratoga Oct 2018	X		X	X	X	X			
Half Moon Bay Oct 2018	X	X	X	X	X	X			
Portola Valley Sep 2018	X	X	X	X	X	X			
Beverly Hills August 2018	X	X	X	X	X	X			
Richmond July 2018	X	X	X	X	X	X			
Sausalito July 2018	X	X	X	X	X				
San Mateo County June 2018	X	X	X	X	X	X			
San Francisco June 2018	X	X	X	X	X	X			
Mono County July 2018	X								
Windsor March 2018	X		X**	X	X	X			

City/County Date Passed	Products Included						Exemptions		
	E-Cigs	Menthol	Little Cigars	Smokeless	Components & Accessories	Products marketed as flavored	Adult-Only Stores Exempted	Grandfathered Retailers Exempted?	Limited to Youth-Populated Areas?
Cloverdale Dec 2017	X		X	X		X			
Fairfax Dec 2017	X		X**	X	X	X			
San Leandro Oct 2017	X		X	X	X	X			
Palo Alto Oct 2017	X	X	X	X	X	X	X		
Oakland Sep 2017	X	X	X	X	X	X	X		
Contra Costa County July 2017	X	X	X	X	X	X			X 1000 ft
Los Gatos May 2017	X	X	X	X	X	X	X		
Novato Jan 2017	X		X**	X	X	X			
Santa Clara County Oct 2016	X	X	X	X	X	X	X		
Yolo County Oct 2016	X	X	X	X	X				
Manhattan Beach Dec 2015	X		X	X	X	X	X		
El Cerrito Oct 2015	X	X*	X	X	X	X			
Berkeley Sep 2015	X	X	X	X	X	X			X 600 ft
Sonoma June 2015	X		X**	X	X	X			
Hayward July 2014	X	X*	X	X	X	X		X	X 500 ft

¹ Ambrose, B.K., et al., Flavored Tobacco Product Use Among US Youth Aged 12-17 Years, 2013-2014. JAMA, 2015; p.1-3.

*Does not include menthol cigarettes

**Exempts packages of at least 5 or more

***Doesn't apply to pipe tobacco

The Truth About Flavored Tobacco



The use of flavored tobacco products such as cigars, cigarillos, smokeless tobacco, hookah tobacco, and e-liquids (used in e-cigarettes) has increased in recent years.¹ These products use **enticing flavors, colorful packaging and lower prices** to hook a new generation of tobacco users.

A Public Health Threat

Enticing Fruit and Candy Flavors



Sweet flavors like watermelon, cherry, chocolate, mint, and gummy bear **appeal to kids and teens.**²

Flavorings **mask the harsh taste of tobacco** which make it easier for youth to initiate tobacco use.²

Marketed to Young People

Flavored tobacco products often use the same flavoring chemicals as **popular brands** like Jolly Rancher, Kool-Aid, and Life Savers.³

Little cigars are often sold in small packages for **less than a dollar** and promoted as a low-cost alternative to cigarettes.^{4,5}

Colorful packaging and placement near the register makes them highly visible and attractive to kids.⁴



Growing Teen Use

A majority of youth report flavoring as a leading reason for using tobacco products.⁶ This includes:

82% of e-cigarette users

79% of hookah users

74% of cigar users

69% of smokeless users

80% of young people who have ever used tobacco **started with a flavored tobacco product.**⁶



Consequences for Our Youth

Long term addiction

The U.S. Surgeon General has warned that flavored tobacco products help new users establish habits that can **lead to long-term addiction**.⁷



Flavors like menthol in tobacco products make it **harder for users to quit**.⁸



Smokers who start at a younger age, are more likely to develop a **severe nicotine addiction**.⁷

Serious health risks

All nicotine products are addictive and increase the risk of developing **serious health problems**.⁹



Cancer



Heart Disease



Emphysema

The chemical Diacetyl, found in 75% of flavored e-liquids, is linked to bronchiolitis obliterans ("popcorn lung") which causes **irreversible lung damage**.^{10,11}



Protecting Our Communities

The FDA has banned the sale of flavored cigarettes (other than menthol) because they appeal to youth. But flavored e-cigarettes, e-liquid, cigars, hookah, and chewing tobacco continue to be sold.

Prohibiting the sale of all flavored tobacco products is a critical step to preventing another generation of young people from living with a lifetime of addiction.



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

DATE: December 17, 2019

TO: City Council

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

SUBJECT: Adoption of Ordinance No. 2972 Planning and Zoning Permit No. 19-580-05 (Zoning Text Amendment)
 – Amendment to the Oxnard City Code to Create Regulations for Cannabis Retail Dispensaries.

RECOMMENDATION

That the City Council adopts Ordinance No. 2972 (read by title only, waiving further reading) approving Planning and Zoning Permit No. 19-580-05 (Zoning Text Amendment) – Amendment to the Oxnard City Code to Create Regulations for Cannabis Retail Dispensaries.

BACKGROUND

Ordinance No. 2972 was introduced to the Council at its December 3, 2019 meeting. Following a public hearing, the Council approved with a 7-0 vote the first reading of the ordinance for future adoption. Staff has received no comments on the ordinance since its introduction. If adopted by Council on December 17, 2019, the ordinance will take effect in thirty days, on January 16, 2020.

STRATEGIC PRIORITIES

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

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

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

In November 2018, the voters authorized a new cannabis tax which set a sliding scale of tax rates over time by cannabis operations. As part of the FY 2019-20 Adopted Budget, the City did not anticipate any potential tax revenue. However, beginning in FY 2020-21 tax revenue is likely. Based upon the market, in staff's opinion it is too early to project anticipated tax revenue from cannabis operations. In subsequent years, the tax rate will increase along with the number of businesses permitted in the City. The City did assume permit revenue in the adopted FY 2019-2010 budget.

On July 30, 2019 City Council adopted a fee schedule to collect all fees associated with cannabis permitting. The

proposed cannabis permit fee will fully cover the cost of service provided by City staff and various departments along with Phase 1 and 2 HdL contract expenditures. This will ensure that all past and anticipated permitting fees and contract expenses are recovered through the cannabis permit fee.

COMMITTEE OUTCOME

The Housing and Economic Development Committee recommended 3:0 to study the implications of including religious institutions in the definition of sensitive use and evaluate the implication in parcel availability in implementing a religious use buffer of 500 feet and parcel availability in implementing a non-religious use buffer of 1,000 feet.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Retail Cannabis Ordinance

ORDINANCE NO. 2972

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SPECIFIC SECTIONS OF ARTICLE XVI, CHAPTER 11 AND CHAPTER 16 OF THE OXNARD CITY CODE REGARDING COMMERCIAL CANNABIS ACTIVITIES AND ADDING NEW REGULATIONS TO ALLOW RETAIL CANNABIS USES IN SPECIFIC LOCATIONS BY AMENDING SECTION 11-416(A), SECTION 11-433(B), SECTION 11-445, SECTION 11-446, AND SECTION 11-447; REPEALING SECTION 16-124(H) REGARDING THE PROHIBITION OF CANNABIS USES IN THE C-1 NEIGHBORHOOD SHOPPING CENTER ZONE; REPEALING SECTION 16-143 REGARDING PROHIBITING CANNABIS USES IN THE C-2 GENERAL COMMERCIAL ZONE; ADDING SECTION 16-131 REGARDING RETAIL CANNABIS USES IN THE C-1 NEIGHBORHOOD SHOPPING CENTER ZONE; ADDING SECTION 16-136(A)(25) REGARDING RETAIL CANNABIS USES IN THE C-2 GENERAL COMMERCIAL ZONE; AMENDING SECTION 16-173(B) REGARDING RETAIL CANNABIS USES IN THE BRP BUSINESS AND RESEARCH PARK; AMENDING SECTION 16-173(C) REGARDING RETAIL CANNABIS USES IN THE PLANNED DEVELOPMENT (ADDITIVE) ZONE; AND AMENDING 4.2.2 B. (BUSINESS PARK), 4.2.3., B (RETAIL COMMERCIAL), AND 4.2.4. B. (COMMERCIAL MANUFACTURING) OF THE ROSE SANTA CLARA CORRIDOR SPECIFIC PLAN SUBJECT TO THE REQUIREMENTS STIPULATED IN ARTICLE XVI OF CHAPTER 11,

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

Section 1. Section 11-416(a) of the Oxnard City Code is amended to read as follows:

“(a) The number of each type of commercial cannabis business that shall be permitted to operate in the City at any one time shall be as follows:

- (1) Cannabis Manufacturing - Maximum of eight (8) at any one time
- (2) Cannabis Testing Lab - Maximum of one (1) at any one time
- (3) Cannabis Distributor - Maximum of three (3) at any one time
- (4) Cannabis Retail – Maximum of sixteen (16) at any one time

Section 2. Section 11-433(b) of the Oxnard City Code is amended to read as follows:

“(b) All cannabis retail dispensary businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements as stipulated in this ordinance. Retail dispensaries are conceptually permitted in property zoned Neighborhood Shopping Center (C-1), Neighborhood Shopping Center Planned Development (C-1-PD), General Commercial (C-2), or General Commercial, Planned Development (C-2-PD), and Commercial Planned Development (CPD), Business Park, Retail Commercial, and Commercial Manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Retail dispensaries may also be located in the following Specific Plan areas subject to relevant Specific Plan requirements, and input from the Business Park Association (if operational): RiverPark -

commercial office, commercial convention, and commercial regional, Sakioka Farms, and Camino Real Business Park.”

Section 3. Section 11-445 of the Oxnard City Code is amended to read as follows:

“Section 11-445. Operating Requirements for Store Front/Retail Facilities

- (a) No more than the number of cannabis retailers authorized by Section 11-416 shall operate within the City of Oxnard at any one time.
- (b) Approval of retail dispensaries shall be through approval of a Special Use Permit to be issued by the Planning Commission
- (c) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of eighteen (18) years. If the potential customer is 18 to 20 years old, retailer shall confirm the customer’s possession of a valid doctor’s recommendation and/or Health and Safety Code Section 11362.71 identification card (Medical Marijuana Card). Persons 18 to 20 years old who are unable to produce either form of medical documentation cannot purchase cannabis legally and are to be denied admittance to the retail facility. For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of cannabis or cannabis products.
- (d) Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retail area to separate it from the reception/lobby area. Individuals must show their government-issued identification, and, in the case of medical cannabis facilities, their physician’s recommendation, or a cannabis card issued pursuant to Health and Safety Code Section 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor’s recommendation or cannabis card must also be shown at the point of sale station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.
- (e) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the Chief of Police.
- (f) Retailers may have only that quantity of cannabis and cannabis products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.
- (g) All restroom facilities shall remain locked and under the control of management.
- (h) Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this division.
 - (1) The sale and delivery of cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

(2) Retailers shall not operate as or with a drive-in or drive-through at which cannabis goods are sold to persons within or about a motor vehicle.

(3) No cannabis goods shall be sold and/or delivered by any means or method to any person within a motor vehicle.

(4) All cannabis goods sold by a retail business shall be contained in child-resistant packaging.

(5) Retailers shall record point-of-sale areas and areas where cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(6) A retail licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

(i) Access to Retailer Premises.

(1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least 21 years of age.

(2) Notwithstanding Section 11-445(i)(1), individuals who are at least 18 years of age and in possession of a valid physician's recommendation shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

(j) Authorized Sales. A retailer shall only sell adult-use cannabis and adult-use cannabis products to individuals who are at least 21 years of age. A retailer shall only sell medicinal cannabis or medicinal cannabis products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid physician's recommendation. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

(k) Limited Access Areas. A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the Chief of Police or the Development Services Director upon request.

(l) Operating hours of the Store Front Retailer License shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week or a reduced duration as stipulated through the discretionary permit.

(l) Parking requirements shall be in accordance with Chapter 16, Article X of the Oxnard City Code – 1 parking space per 250 sq. ft. or as stipulated in a City Traffic Engineer approved parking study.

(m) Store Front/Retail Security Requirements. All security measures required by Section 11-437 (Operational Standards) are directly applicable to and binding on all commercial cannabis businesses, including all Store Front/Retail businesses.”

Section 4. Section 11-446 is amended to read as follows:

“Section 11-446. Operating Requirements for Non-Store Front Retailer.

(a) Non-Store Front Retailer (Delivery) License Owners and Operators are required to verify the age and the necessary documentation of each medical customer to ensure the customer is not under the age of eighteen (18) years, and to verify that the potential customer has a valid doctor’s recommendation. Doctor recommendations are not to be obtained or provided at the retail location. The age verification requirement applies to both the customer and any person accepting delivery on behalf of the customer. If the latter, the individual must be at least 21 years of age.

(b) All Store Front Retailers, Non-Store Front Retailers (delivery) that conduct deliveries into or within the City of Oxnard shall be required to obtain a permit from the City of Oxnard in order to conduct retail sales regardless if they are located in the City or another local jurisdiction.

(c) Operating hours of the Non-Store Front Retailer License shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week or a reduced duration as stipulated through the discretionary permit.

(d) The commercial Non-Store Front Retailer shall only sell cannabis or cannabis products to a natural person 21 years of age or older, or a natural person 18 years of age or older who possesses a physician’s recommendation for cannabis medical use only, or a cannabis card issued pursuant to Health and Safety Code Section 11362.71.

(e) The commercial cannabis Non-Store Front Retailer may only have on-site that quantity of cannabis and cannabis products reasonably anticipated to meet the weekly demand for which they may need to be readily available for sale.”

Section 5. Section 11-447 is amended to read as follows:

“Section 11-447. Non-Store Front Retailer Vehicle Requirements.

Prior to commencing operations, a cannabis Non-Store Front Retailer shall provide the following information to the City.

- (a) Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver cannabis or cannabis products.
- (b) The year, make, model, color, license plate number, and Vehicle Identification Number (VIN) for any and all vehicles that will be used to deliver cannabis goods.
- (c) Proof of insurance as required in Section 11-434(b) for any and all vehicles being used to deliver cannabis goods.
- (d) The licensee shall provide the City with the information required by this section in writing for any new vehicle that will be used to deliver cannabis goods prior to using the vehicle to deliver cannabis goods.
- (e) The licensee shall provide the City with any changes to the information required by this section in writing within thirty (30) calendar days.”

Section 6. Section 16-124(H) regarding prohibition of cannabis related uses in the C-1 Zone is hereby repealed.

Section 7. Section 16-131 is hereby added to read as follows:

“Section 16-131 Retail Cannabis Uses

Retail cannabis uses may be permitted in the C-1 Zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit. Commercial cannabis businesses not specifically authorized by this section are prohibited in the C-1 Zone.”

Section 8. Section 16-136(A)(25) is hereby added to read as follows:

“(25). Retail cannabis uses, provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code.”

Section 9. Section 16-143 regarding the prohibition of cannabis-related uses in the C-2 Zone is hereby repealed.

Section 10. Section 16-173(B) is amended to read as follows:

“B. A commercial cannabis business for retail uses may be permitted in the BRP Business and Research Park Zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit.

Section 11. Section 16-273(c) is amended to read as follows:

“C. A commercial cannabis business for retail uses may be permitted in the Planned Development (Additive) Zone, provided that the owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Special Use Permit. A commercial cannabis business for manufacturing, testing and/or distribution of cannabis may be permitted in the Planned Development (Additive) Zone, provided that the

owner has first obtained a commercial cannabis business permit pursuant to Article XVI, Chapter 11 of the Oxnard City Code and a Development Design Review (DDR) Permit.”

Section 12. Section 4.2.2., B (Business Park) of the Rose Santa Clara Corridor Specific Plan is hereby amended to read as follows:

“5. Commercial Cannabis and cannabis retailer uses, subject to the requirement of Oxnard City Code, Chapter 11, Article XVI.”

Section 13. Section 4.2.3., B (Retail Commercial) of the Rose Santa Clara Corridor Specific Plan is hereby amended to read as follows:

“5. Commercial Cannabis and cannabis retailer uses, subject to the requirement of Oxnard City Code, Chapter 11, Article XVI.”

Section 14. Section 4.2.4, B., (Commercial Manufacturing) of the Rose Santa Clara Corridor Specific Plan is hereby amended to read as follows:

“5. Commercial Cannabis and cannabis retailer uses, subject to the requirement of Oxnard City Code, Chapter 11, Article XVI.”

Section 15. If any section, subsection, phrase, or clause of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

Section 16. Within 15 days after passage, the City Clerk shall cause a summary of this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. _____ was first read on _____, 2019, and finally adopted on A_____, 2019, to become effective thirty (30) days thereafter.

Section 17. This ordinance shall become effective thirty (30) days after it is finally adopted. The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT

PUBLIC HEARINGS AGENDA ITEM NO. J.1.

DATE: December 17, 2019

TO: City Council

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

SUBJECT: Appeal of the Planning Commission's Decision to Uphold Approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit) for a new Clinicas Medical Office Building at 2001 Statham Boulevard, Subject to Certain Findings and Conditions. (10/10/10)

RECOMMENDATION

That the City Council, upon conclusion of the public hearing, adopt a resolution denying the appeal and upholding a revised version of the Planning Commission's approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit) authorizing the construction of a smaller 34,074 square-foot medical office building on a 2.76-acre parcel located at 2001 Statham Boulevard (APN: 220-0-010-325). The project requires:

- 1) a reduction in the number of on-site parking spaces justified by a parking study,
- 2) a reduction in the number of loading and unloading parking spaces, and
- 3) an increase in the maximum allowable building height subject to certain findings and conditions.

BACKGROUND

SUMMARY

The City Council is asked to deny the appeal and uphold a revised version of the Planning Commission's approval of the subject medical building. This action would authorize the construction of a smaller 34,074 square-foot medical office building with the same deviations from the City Code that were presented to, and generally supported by, the Planning Commission and City Council at the previous hearings (Attachment B):

- 1) a reduction in the number of on-site parking spaces justified by a parking study from 170 spaces to 135 spaces,
- 2) a reduction in the number of loading and unloading parking spaces from 2 spaces to 1 provided, and
- 3) an increase in the maximum allowable building height from 35 feet to 40 feet 6 inches.

BACKGROUND

On July 18, 2019, the Planning Commission, with five commissioners present, voted 3 in favor and 2 against the project. The Applicant appealed the decision of the Planning Commission primarily because the Applicant did not agree to all of the conditions of approval. On September 3, 2019, City Council held a de novo hearing to consider the Applicant's appeal, primarily concerning Condition of Approval Nos. 168 and 169 (requiring an off-site parking covenant prior to the issuance of the building permit and installation of directional signage) of Planning and Zoning Permit No. 17-500-19. During that hearing, the City Council expressed support in concept for reduced parking only if the parking to be provided was determined to be adequate by a parking study. The City Council made a motion to continue the hearing to a date uncertain and directed staff to have the Applicant complete a parking study. The motion passed unanimously. The City Council hearing documents associated with the September 3, 2019 hearing are included as Attachment A.

While the Applicant worked with staff to complete the parking study, the Applicant also redesigned the project. Specifically, the building has decreased from the previously proposed 40,024 square-feet to the current proposal of

34,074 square-feet and provided additional on-site parking. The parking spaces have increased from the previous proposal of 127 on-site spaces to the current proposal of 135 on-site spaces. During the Planning Commission's prior review of the project, the Planning Commission recommended that the Applicant reduce the size of the project, but the Applicant rejected that recommendation at that time.

ANALYSIS/DISCUSSION

Per City Code Section 16-622.F, the redesigned medical clinic requires 170 on-site parking spaces (proposed medical clinic is 34,074 square feet, and the City Code parking requirement is 1 space per 200 square feet of floor area). The Applicant has provided a Supplemental Parking Analysis (Associated Transportation Engineers, November 20, 2019) which indicates that based on published parking rates, the proposed project requires 133 on-site parking spaces (Attachment C). The proposed project includes 135 on-site parking spaces. The City Traffic Engineer reviewed the Supplemental Parking Analysis and concurred with the conclusions of the analysis. Thus, no further parking study is required for this project.

The Applicant appealed the decision of the Planning Commission primarily because the Applicant does not agree to all of the conditions attached to the permit. Since the proposed project has been redesigned, and does not specifically require off-site parking, the project is no longer subject to Conditions of Approval Nos. 168 and 169 that were included in the Planning Commission approved Resolution. Thus, the appeal has been mostly addressed through the redesign of the project. Staff recommends denial of the appeal and approval of the proposed project, subject to revised conditions of approval (Attachment D). The revised conditions include all of the conditions that were included in the Planning Commission's approved permit except for Conditions of Approval Nos. 168 and 169 (requiring an off-site parking covenant prior to the issuance of the building permit and installation of directional signage).

The Applicant's five grounds of appeal are noted below, verbatim, with staff's response following each ground of appeal:

Ground of Appeal 1: *"The onerous ordinance requiring a signed covenant for off-site parking that needs to be signed by a property owner in perpetuity. The covenant requires that the owner of the off-site parking record the covenant with the County Recorder and the City Attorney. It also limits the property from using their parking lot for special events during CDCR's (Clinicas del Camino Real) working hours."*

Staff Response: The previous design of the project required off-site parking, and was subject to a condition of approval to require a recorded covenant for off-site parking. The revised project does not require off-site parking, and consequently, is not subject to a condition of approval to require a covenant for off-site parking. That condition of approval has been removed from the attached Resolution. Thus, this ground of appeal has been resolved.

Ground of Appeal 2: *"If we do not have a signed ordinance filed with the City and County, we will not be able to pull a permit to begin construction."*

Staff Response: The previous design of the project required off-site parking, and was subject to a condition of approval to require a recorded covenant for off-site parking. The revised project does not require off-site parking, and consequently, is not subject to a condition of approval to require a covenant for off-site parking. That condition of approval has been removed from the attached Resolution. Thus, this ground of appeal has been resolved.

Ground of Appeal 3: *"The conditions also include adding street signage to show off-site parking."*

Staff Response: The previous design of the project required off-site parking, and was subject to a condition of approval to require signage for off-site parking. The revised project does not require off-site parking, and consequently, is not subject to a condition of approval to require any signage related to off-site parking. That condition of approval has been removed from the attached Resolution. Thus, this ground of appeal has been resolved.

Ground of Appeal 4: *"Additionally, the City is requesting a 5th parking study for this project."*

Staff Response: Per City Code (§ 16-622.F), the redesigned medical clinic requires 170 on-site parking spaces (proposed medical clinic is 34,074 square feet, and the City Code parking requirement is 1 space per 200 square feet of floor area). The Applicant has provided a Supplemental Parking Analysis (Associated Transportation Engineers, November 20, 2019) which indicates that based on published parking rates, the proposed project requires 133 on-site parking spaces (Attachment C). The proposed project includes 135 on-site parking spaces. The City Traffic Engineer reviewed the Supplemental Parking Analysis and concurred with the conclusions of the analysis. Thus, no further parking study is required for this project, and this Ground of Appeal is without merit. Staff recommends that the Council grant the requested parking relief.

Ground of Appeal 5: *“Finally, a condition that we must vacate the \$20M facility after we build it if we cannot maintain a signed parking covenant with a nearby property owner.”*

Staff Response: The previous design of the project required off-site parking, and was subject to a condition of approval to require a recorded covenant for off-site parking. The revised project does not require off-site parking, and consequently, is not subject to a condition of approval to require a covenant for off-site parking. That condition of approval has been removed from the attached Resolution. Thus, this ground of appeal has been resolved.

In summary, the proposed project that was reviewed by the Planning Commission has been redesigned to include a smaller building and an increase in the number of on-site parking spaces. The appeal was filed as a result of conditions of approval related to ensuring compliance with City Code requirements related to off-site parking. Since the redesigned project does not require off-site parking, the project no longer requires conditions of approval to ensure compliance with off-site parking requirements. In addition, because the Planning Commission previously considered a smaller project, the revised project does not need to be sent back to the Planning Commission for reconsideration.

Therefore, staff recommends Council deny the appeal and uphold a revised version of the Planning Commission’s approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit), subject to certain findings and conditions. The appeal requires a de novo hearing. Thus, the redesigned project is presented to City Council for a decision. Pursuant to City Code (§ 16-551), the decision of the City Council is final.

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.

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.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item was a public hearing heard by the Planning Commission and did not originate from the Housing and Economic Development Committee.

Prepared by: Jay Dobrowalski, Senior Planner

ATTACHMENTS

1. Attachment A - City Council Hearing Documents September 3, 2019 without attachments
2. Attachment B - Revised Plans dated December 15, 2019
3. Attachment C - Supplemental Parking Analysis, Associated Transportation Engineers, November 20, 2019
4. Attachment D - City Council Resolution
5. Clinicas Powerpoint

ATTACHMENT A

CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. L.1.

DATE: September 3, 2019

TO: City Council

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

SUBJECT: Appeal of the Planning Commission's Decision to Uphold Approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit), Subject to Certain Findings and Conditions. (10/10/10)

RECOMMENDATION

That the City Council deny the appeal and uphold the Planning Commission's approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit) authorizing the construction of a 41,024 square-foot medical office building with a reduction in the number of on-site parking spaces, a reduction in the number of loading and unloading parking spaces, and an increase in the maximum allowable building height, on a 2.76-acre parcel, located at 2001 Statham Boulevard (APN: 220-0-010-325), subject to certain findings and conditions.

BACKGROUND

On February 21, 2019, the Planning Commission (Commission) considered PZ No. 17-500-19 (Special Use Permit) to authorize the construction and use of a two-story, 41,024 square-foot medical office building and associated off-site improvements on a vacant, 2.77-acre property located at 2001 Statham Boulevard. The proposed medical facility would be operated by Clinicas del Camino Real. In accordance with §16-137, §16-644.B, and §16-651 of the Oxnard City Code (OCC), three modifications were requested:

- 1) increase in the maximum allowable building height, from 35 feet to 40 feet, 6 inches;
- 2) a reduction in the number of required on-site loading spaces from 3 spaces to 1 provided; and
- 3) a reduction in the number of required off-street parking spaces from 205 spaces to 127 provided (the "Project").

At that time, the applicant provided a parking study that supported the 127 spaces to be provided on the subject site as adequate for the proposed clinic building. During this first hearing, the Commission expressed concern for the project primarily regarding the proposed building height and reduced on-site parking. Consequently, the applicant requested that the item be continued to a later date to allow time to address the Commission's concerns. The Commission passed a motion to continue the item to April 18, 2019. The Applicant subsequently requested that the April 18th public hearing be continued in order to complete a revised parking study to support the reduction in the parking spaces. The Planning Commission documents associated with the February 21, 2019 hearing are included as Attachment A.

On June 20, 2019, the Planning Commission resumed the public hearing for PZ No. 17-500-19. The hearing was conducted with four commissioners present. The Commission considered an updated parking study that required 173 spaces, not the 205 parking spaces required by the City Code. Since the project did not include the City Code required 205 parking spaces on-site, the applicant proposed both on-site parking (127 spaces), and off-site parking (64 spaces located at the Moose Lodge across Statham Boulevard). The Commission expressed concern for the project regarding the lack of on-site parking. During testimony, the applicant indicated that the Moose Lodge would likely not sign the required City covenant for shared parking, which condition of approval for the project requires. A motion to approve the Project as presented was moved and the vote failed with the vote being 2 in favor and 2 against. Subsequently, the

Commission voted to deny the project, and that vote also failed with the vote being 2 in favor and 2 against. The Assistant City Attorney stated that a resolution for approval and a resolution for denial would be presented to the Commission during the next scheduled hearing, on July 18, 2019. The Planning Commission documents associated with the June 20, 2019 hearing are included as Attachment B.

On July 18, 2019, the Planning Commission resumed the public hearing for PZ No. 17-500-19 to deliberate and vote on the item. The hearing was conducted with five commissioners present. The Commission was presented with two resolutions: one for approval and one for denial. During the hearing, staff made a recommendation to re-word one of the conditions of approval (Condition No. 168) to require the off-site parking covenant prior to the issuance of the building permit rather than the certificate of occupancy. A motion to approve the Project as presented, including the re-worded condition of approval. The motion of approval was passed with the vote being 3 in favor and 2 against. The Planning Commission documents associated with the July 18, 2019 hearing are included as Attachment C.

On July 23, 2019, within the City Code prescribed 18-day appeal period, the Applicant (CDCR) filed an appeal of the Planning Commission's decision to grant the Special Use Permit. The appeal documents are included as Attachment D.

Pursuant to City Code (§ 16-546.A), an appeal hearing shall be heard no more than 30 days following the submittal of the appeal, or the next regularly scheduled meeting. Since City Council did not have any regularly scheduled meetings during the month of August 2019, this appeal has been scheduled for the next regular meeting. Pursuant to City Code (§ 16-551), the decision of the City Council is final.

ANALYSIS/DISCUSSION

The Appellant has appealed the decision of the Planning Commission primarily because the Appellant does not agree to all of the conditions attached to the permit. The Appellant also believes based on their experience at other clinics they own and manage the available on-site parking spaces are sufficient to serve this clinic location. This position is described further in the Appellants supplemental letter to the City (attached to this report); but in summary the Appellant argues based on the specific clientele they serve and the maximum projected hourly appointments the on-site parking spaces are adequate and the full reduced parking request is warranted. The Appellant's five grounds of appeal are noted below, verbatim, with staff's response following each ground of appeal:

Ground of Appeal 1:

"The onerous ordinance requiring a signed covenant for off-site parking that needs to be signed by a property owner in perpetuity. The covenant requires that the owner of the off-site parking record the covenant with the County Recorder and the City Attorney. It also limits the property from using their parking lot for special events during CDCR's working hours."

Staff Response:

As discussed in the June 20, 2019 Planning Commission hearing memorandum, a condition of approval was added to the permit to ensure adequate parking. The condition is a City Code (§ 16-651.B.2.c) requirement that must be imposed in order for the Commission to approve administrative relief from the parking requirements. The covenant that must be recorded for this project is the same covenant that is recorded for other uses that require shared parking. The condition requires that the form is approved by the City Attorney's Office and is recorded with the County Recorder's Office. The covenant requires that the shared parking (located at the Moose Lodge) be available for the exclusive use of the applicant (Clinicas). The Appellant alleges that the Moose Lodge is limited from using their parking for special events during the medical clinic business hours. The Moose Lodge (or other provider of shared parking) may use their parking for special events, provided that those parking spaces are not needed for the required Clinicas parking. Thus, there is no prohibition against a shared parking owner from using their parking for special events.

Ground of Appeal 2:

"If we do not have a signed ordinance filed with the City and County, we will not be able to pull a permit to begin construction."

Staff Response:

Appellant's statement appears to refer to a signed and recorded covenant for shared parking. The proposed project is subject to a condition of approval (No. 168) that requires the recorded shared parking covenant (see above discussion) prior to the issuance of Building Permits. The condition was originally written to require the recorded covenant prior to issuance of a Certificate of Occupancy. If the covenant is only required to be recorded prior to Certificate of Occupancy, then the Applicant could construct the building, and -- in the event a covenant was not recorded -- would have a building that could not be used for the proposed medical clinic use. Any future uses would be limited by the amount of on-site parking. The Applicant discussed this possibility with Planning Staff prior to the June 20, 2019 Planning Commission hearing. Thus, during the July 18, 2019 Planning Commission hearing, staff recommended that the condition be reworded to require the recorded covenant prior to issuance of a Building Permit. The Planning Commission approved the reworded condition of approval in the resolution. Thus, based upon the resolution approved by the Planning Commission, the Appellant is correct that the covenant must be recorded prior to issuance of a Building Permit to begin construction.

Ground of Appeal 3:

"The conditions also include adding street signage to show off-site parking."

Staff Response:

The proposed project is subject to a condition of approval (No. 169) to require the installation of directional signage to indicate the location of off-site parking. This condition was added to the project to ensure that in the event the on-site parking lot is full, the public is informed that additional parking is available off-site. Without this condition of approval, customers may not be aware of additional parking, and in haste to get to a medical appointment, may create unsafe conditions (e.g., double parking, parking in a fire lane or no parking zone). Thus, staff recommends the proposed project for approval subject to this condition of approval.

Ground of Appeal 4:

"Additionally, the City is requesting a 5th parking study for this project."

Staff Response:

Per City Code (§ 16-622.F), the proposed medical clinic requires 205 on-site parking spaces (proposed medical clinic is 41,024 square feet, and the City Code parking requirement is 1 space per 200 square feet of floor area). To date, the applicant has provided several parking studies to demonstrate the parking needs of the proposed medical clinic. The initial parking study (Associated Transportation Engineers, January 2, 2019) indicated that based on the needs of two other Clinicas medical facilities, the proposed medical clinic required 121 parking spaces. At that time, the project included 127 parking spaces. The City Traffic Engineer reviewed the parking study and concurred with the conclusions of the study. Thus, on February 21, 2019, staff recommended that the Commission approve the proposed project with the requested administrative relief from the City Code required parking. Subsequent to deliberations, the applicant requested that the item be continued to address the Commission's concerns related to on-site parking.

The applicant submitted a revised parking study (Associated Transportation Engineers, May 10, 2019) to demonstrate the parking needs of the proposed medical clinic. That revised study indicated that the required parking was actually substantially higher than originally calculated due to a flaw in the original study prepared by the applicant's consultant (a parking lot at one of the other Clinicas locations had been erroneously omitted). Thus, the 127 parking spaces originally provided were not adequate for the proposed medical clinic, and off-site shared parking was required. The applicant entered into a lease agreement with the Moose Lodge to lease 64 spaces for exclusive use to provide adequate parking (127 spaces on-site and 64 spaces off-site for a total of 191 spaces). The City Traffic Engineer reviewed the revised parking study and concurred with the conclusions of the study subject to a condition of approval to require the recordation of the City Code required covenant, and a condition of approval to require signage indicating the location of off-site parking.

The Appellant alleges that the City is requesting a subsequent parking study. There is not a requirement for a subsequent (5th) parking study, as the most recent parking study (Associated Transportation Engineers, May 10, 2019) is supported

by the City Traffic Engineer.

Ground of Appeal 5:

“Finally, a condition that we must vacate the \$20M facility after we build it if we cannot maintain a signed parking covenant with a nearby property owner.”

Staff Response:

Per the City Code (§ 16-651.B.1.e), the user shall vacate the use within 12 months if a landowner should amend or terminate the agreement so that the user no longer has sufficient parking to satisfy the parking requirements in effect at the time the agreement was accepted by the city. Thus, if alternate off-site shared parking is required, then the applicant will have 12 months to record a subsequent covenant.

Per the City Code (§ 16-651.B.2.a), shared parking spaces (in this case, the Moose Lodge) shall not be located farther away from the use served (Clinicas) than 500 feet. The proposed shared parking at the Moose Lodge is located approximately 320 feet from the proposed medical facility. The Appellant is correct that a covenant for shared parking with a nearby property owner (within 500 feet) must be recorded with the County Recorder pursuant to the requirements of the Oxnard City Code.

Conclusion:

The Appellant requests the following relief:

"Therefore, we are requesting that an alternate parking agreement will not be required for our project for the following reasons:

- a) at full capacity, we will have 45 employees onsite from Monday through Friday. If nobody carpooled, we would need 45 parking spaces for our employees.
- b) based on our current Health Center data, we would see 35 patients per hour at the site. If every patient drove a car, this would require 35 spaces for patient parking. The total number of parking spaces required per hour if every single employee and patient drove would be 80 parking spaces and we will have 127 onsite. However, 40% of the patients seen at our health centers are children that do not drive a car and 7% are over 65 years of age and many no longer drive."

The applicant is request City Council elimination of

- 1) a signed covenant for off-site parking
- 2) the removal of the condition of to withhold a building permit until the covenant is in place
- 3) the removal of the condition to install street signage to show off-site parking.
- 4) the need to provide a revised parking study
- 5) the requirement to vacate the facility if a signed parking covenant is not in place

Based on the previous discussion (see above Analysis Section), staff recommendation from the July 18, 2019 Planning Commission hearing remains unchanged. Thus, staff recommends that City Council find there is no merit to the Appellant's Grounds of Appeal, deny the appeal and uphold the decision of the Planning Commission to approve the project with specific conditions of approval (Attachment E). However, if the City Council accepts the parking demand justification provided by the Appellant that on-site parking spaces are adequate the Council could direct staff to return with a resolution accepting this reduced on-site parking as adequate and approving the project without the off-site parking spaces and the relevant conditions of approval.

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.

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.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

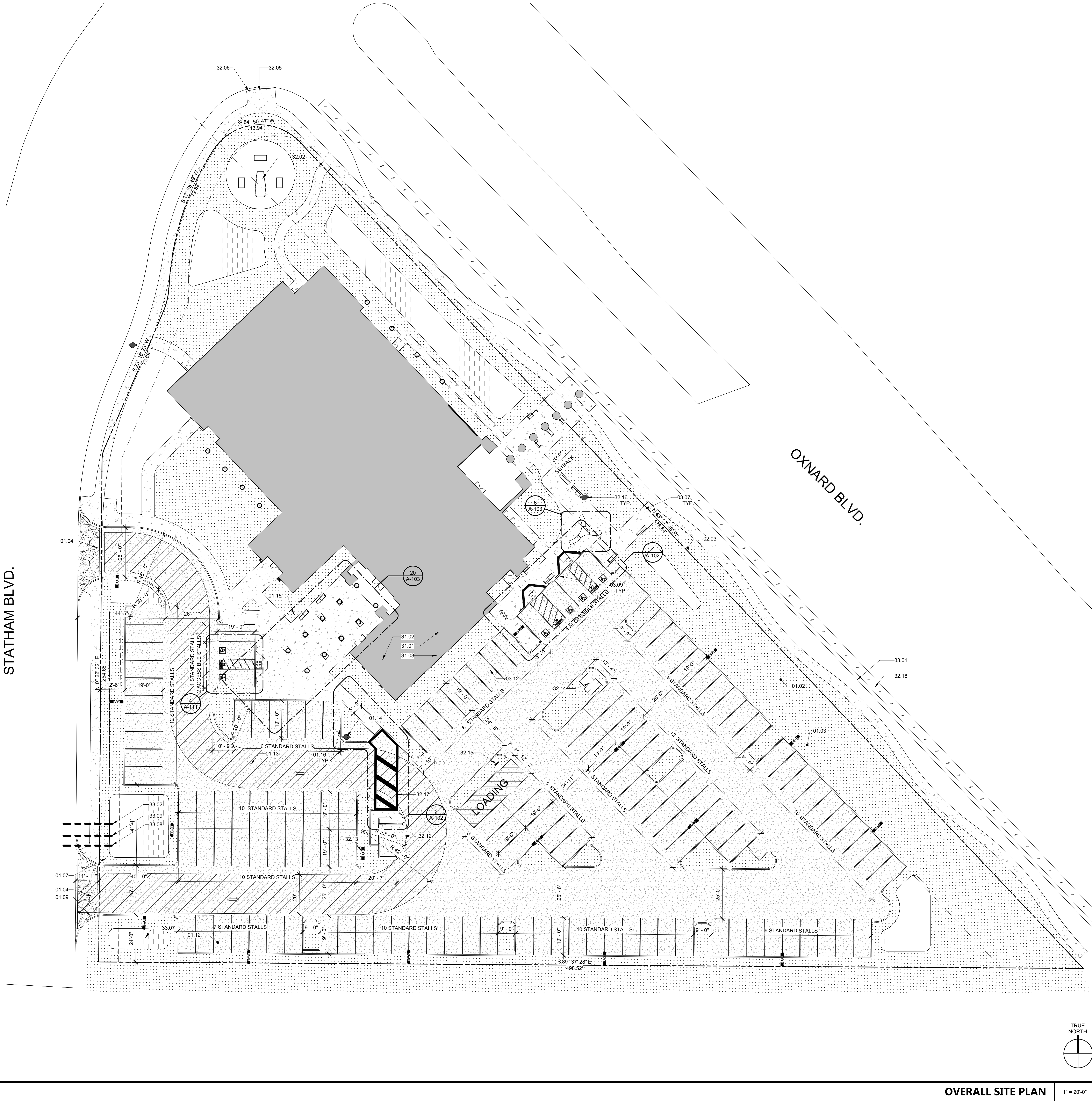
Prepared by: Jay Dobrowalski, Associate Planner

ATTACHMENTS

1. Attachment A - Planning Commission Hearing Documents February 21, 2019
2. Attachment B - Planning Commission Hearing Documents for June 20, 2019
3. Attachment C - Planning Commission Hearing Documents for July 18, 2019
4. Attachment D - Appeal Documents
5. Attachment E - City Council Resolution - Clinicas Appeal
6. Clinicas Appeal PPT CC 09.03.19

FILE LOCATION: C:\Users\parmentout\Documents\16062.02-A19-Clinicas-Statham_Clinic_parmentout.rvt
DATE PLOTTED: 11/21/2019 3:45:17 PM

STATHAM BLVD.



OVERALL SITE PLAN 1" = 20'-0" 1

- 01.02 TEMPORARY UTILITIES REFER TO SPECIFICATION BOOK, SECTION 01 5000 & 01 5100.
- 01.03 FIELD OFFICES AND SHEDS, COORDINATE WITH CONTRACTOR THE LOCATION AS WELL AS THE TEMPORARY POLE LOCATION, REFER TO SPECIFICATION SECTION 01 5213.
- 01.04 VEHICULAR ACCESS AND PARKING ACCESS, DECORATIVE STAMPED CONCRETE SHALL BE PROVIDED AT THESE LOCATIONS. USE A 1'-0" BORDER AROUND THE PERIMETER OF STAMPED CONCRETE (RANDOM STONE PATTERN). COLOR CONCRETE SHALL BE 6"-12" RIVER ROCK PATTERN. COLOR SHALL BE PECAN TAN #A55P. STAMPED CONCRETE SHALL BE FROM BOWMANITE & COLORS SHALL BE FROM L.M. SCOFIELD CO. OR APPROVED EQUAL (PLASTE 128). TEMPORARY PROJECT SIGNAGE.
- 01.07 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL REQUIREMENTS SHALL BE AS PER LOCAL JURISDICTION MEASURES.
- 01.09 FULL-SIZE SPACE - A FULL-SIZED SPACE SHALL BE AN UNOBSTRUCTED RECTANGLE AT LEAST 9 FEET WIDE BY 18 FEET LONG.
- 01.12 26 WIDE 2 WAY TRAFFIC. FIRE APPARATUS ACCESS ROADS SHALL CONFORM TO THE CITY OF OXNARD FIRE DEPARTMENT REQUIREMENTS IN CHAPTER 14, SEC. 14-25. AMENDMENTS.
- 01.14 FIRE HYDRANTS SHALL BE PAINTED YELLOW. PRIOR TO OCCUPANCY OF ANY STRUCTURE, FIRE HYDRANT LOCATIONS SHALL BE CLEARLY IDENTIFIED BY THE INSTALLATION OF BLUE REFLECTIVE MARKERS IN THE MIDDLE OF THE STREET IN ACCORDANCE WITH FIRE DEPARTMENT STANDARDS. IF THE FINAL ASPHALT CAP IS NOT IN PLACE AT THE TIME FINAL OCCUPANCY IS DESIRED, THE HYDRANT MARKERS SHALL STILL BE INSTALLED AND REPLACED WHEN THE FINAL ASPHALT CAP IS COMPLETED.
- 01.15 ACCESS POINT: AN APPROVED ACCESS IS REQUIRED FOR ALL NEW BUILDINGS AND SHALL REACH TO A POINT (ACCESS POINT) WITHIN 150 FEET OF ALL EXTERIOR AREAS OF EACH BUILDING.
- 01.16 A SPACING REQUIREMENT OF 300 FEET AND LOCATED SO THAT NO STRUCTURE IS MORE THAN 150 FEET FROM MULTIPLE OUTLET HYDRANTS (ONSITE HYDRANTS ARE INCLUDED).
- 02.03 DEMOLITION: WITHIN AREA OF NEW CONSTRUCTION, REMOVE FOUNDATION WALLS AND FOOTINGS TO A MINIMUM OF 2 FEET (600 MM) BELOW FINISHED GRADE.
- 03.07 CONCRETE PEDESTRIAN PAVING, REFER TO SPECIFICATION SECTION 3300.
- 03.09 CONCRETE CURB AND GUTTERS, CITY STANDARD SHEET A104, PLATE 111
- 03.12 SINGLE COURSE BITUMINOUS CONCRETE PAVING OVER AGGREGATE BASE COURSE, SURFACE SEALED AS INDICATED IN THE ASPHALT PAVING SECTION 32 1216.
- 31.01 SITE CLEARING AND OTHER CORRESPONDING SITE FEATURES SHALL BE COORDINATED WITH CIVIL ENGINEERING AND LANDSCAPING SHEETS.
- 31.02 ALL GRADING SHALL BE COORDINATED WITH THE CIVIL DRAWINGS AND GEOTECHNICAL ENGINEERS RECOMMENDATIONS, REFER TO THE MOST CURRENT GEOTECHNICAL ENGINEERING STUDY FROM AGC. INCORPORATED.
- 31.03 ALL UTILITY TRENCHING, EXCAVATION AND PREP. WORK SHALL BE COORDINATED WITH CIVIL DRAWINGS, CONTACT DIG ALERT AND ALL CORRESPONDING JURISDICTIONS BEFORE COMMENCING ANY TYPE OF EARTHWORK, REFER TO SPECIFICATION SECTIONS 31 3216 & 31 2316.13.
- 32.02 PROPOSED LOCATION FOR FUTURE PUBLIC ART MONUMENTS AND CORRESPONDING SITE WORK, COORDINATE WITH LANDSCAPING ARCHITECTS DRAWINGS.
- 32.05 TACTILE WARNING SURFACING AS INDICATED IN THE ENLARGED PLANS.
- 32.06 RAMP CURBS AND RAMPS SHALL BE AS PER ENLARGED DETAILS XX ON SHEET A1.0X.
- 32.12 TRASH ENCLOSURE, REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
- 32.13 PARKING LOT LIGHTING POLES AND FIXTURES, REFER TO ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
- 32.14 ELECTRICAL TRANSFORMER AND CONCRETE PAD, REFER TO ELECTRICAL SITE PLAN.
- 32.15 FIRE SPRINKLER BACKFLOW DEVICE, REFER TO PLUMBING DRAWINGS FOR ADDITIONAL INFORMATION.
- 32.16 FIRE HYDRANT, SEE ADDITIONAL INFORMATION IN PLUMBING SITE PLAN DRAWINGS.
- 32.17 PAINTED PAVEMENT MARKINGS, REFER TO DIVISION SPECIFICATION SECTION 21 1723.13 FOR ADDITIONAL INFORMATION.
- 32.18 PROTECT IN PLACE EXISTING CITY'S BICYCLE PATH.
- 33.01 PROTECT IN PLACE EXISTING PUBLIC RIGHT OF WAY MANHOLES AND UNDERGROUND VAULTING, FIELD VERIFY EXISTING CONDITIONS.
- 33.02 SITE WATER UTILITY DISTRIBUTION PIPING, COORDINATE WITH CIVIL AND PLUMBING DRAWINGS.
- 33.07 UNDERGROUND STORMWATER RETENTION CHAMBER, TO BE COORDINATED WITH CIVIL ENGINEERING, LANDSCAPE ARCHITECT, PERCOLATION STUDY AND SPECIFICATION SECTION 33 4924.
- 33.08 SITE GAS DISTRIBUTION, TO BE COORDINATED WITH CIVIL ENGINEERING, LANDSCAPE ARCHITECT, PERCOLATION STUDY AND SPECIFICATION SECTION 33 5111.
- 33.09 ELECTRICAL UNDERGROUND DUCTS AND MANHOLES, TO BE COORDINATED WITH CIVIL ENGINEERING, LANDSCAPE ARCHITECT, PERCOLATION STUDY AND SPECIFICATION SECTION 33 7119.

KEYNOTES

- PROJECT BUILDING
- CONCRETE PAVING
- ASPHALT CONCRETE PAVING
- LANDSCAPING, SEE SHEET L-2
- BIO-RETAINING BASIN
- CONCRETE EXPANSION JOINT
- CONCRETE CONTROL JOINT

SITE PLAN LEGEND

1. ALL NEW CONCRETE AND AC PAVING IN P.O.T. SHALL HAVE 2% MAX. SLOPE IN ALL DIRECTIONS U.N.O. AND SHALL HAVE FLUSH TRANSITIONS TO ALL ADJACENT NEW AND EXISTING WALK SURFACES IN P.O.T.
2. ALL LANDSCAPE EDGES ALONG ALL NEW OR EXISTING WALK SURFACES IN P.O.T. SHALL BE PER CIVIL DRAWINGS.
3. FOR GRATINGS OR STRAINERS LOCATED IN THE SURFACE OF ANY PEDESTRIAN WAY OR IN P.O.T., THE MAXIMUM GRATE OR STRAINER OPENINGS SHALL NOT EXCEED 1/2" IN THE DIRECTION OF TRAFFIC FLOW.
4. THE P.O.T. IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR THE PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS, AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE P.O.T. WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE P.O.T. THAT WERE DETERMINED TO BE NON-COMPLIANT 1) HAVE BEEN IDENTIFIED AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NON-COMPLIANT ELEMENTS, COMPONENTS, OR PORTIONS OF THE P.O.T. THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NON-COMPLYING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

GENERAL NOTES

ITEM #3-1

196
ARCHITECTS

802 EAST COTA STREET, SUITE A
SANTA BARBARA, CA 93103
TEL (805) 963-1955

CONSULTANTS

CIVIL ENGINEER
JENSEN DESIGN & SURVEY, INC.
1672 Donlon Street
Ventura, CA 93003
TEL (805) 633-2222 FAX (805) 633-2322

LANDSCAPE ARCHITECT
JORDAN, GILBERT & BAIN LANDSCAPE ARCHITECTS, INC.
459 North Ventura Avenue
Ventura, CA 93001
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STRUCTURAL ENGINEER

EHLEN SPIESS & HAIGHT, INC.
1119 Garden Street
Santa Barbara, CA 93101
TEL (805) 963-1210

MECHANICAL ENGINEER

BMA MECHANICAL +
100 Cross Street, Suite 204
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ELECTRICAL ENGINEER

ALAN NOELLE ENGINEERING
1616 Anacapa Street
Santa Barbara, CA 93101
TEL (805) 534-5444 FAX (805) 544-4335

FIRE PROTECTION ENGINEER

COLLINGS & ASSOCIATES
260 Maple Court, Suite 241
Ventura, CA 93001
TEL (805) 658-0003

ACOUSTICAL ENGINEER

4508 ACOUSTICS, LLC
3450 Broad Street
San Luis Obispo, CA 93401
TEL (805) 704-8046

AGENCY APPROVAL

ARCHITECT STAMP

CONSULTANT STAMP



REVISIONS

NO.	DATE	DESCRIPTION

THE ARCHITECT DOES NOT REPRESENT THAT THESE PLANS OR THE SPECIFICATIONS ARE SUITABLE FOR ANY SITE OTHER THAN THE ONE FOR WHICH THEY WERE SPECIFICALLY PREPARED. THE ARCHITECT DISCLAIMS RESPONSIBILITY FOR THESE PLANS AND SPECIFICATIONS IF THEY ARE USED IN WHOLE OR IN PART AT ANY OTHER SITE.

PROJECT OWNER & TITLE

Clinicas Del Camino Real, Inc.

1040 Flynn Road
Camarillo, CA 93012

STATHAM CLINIC

2100 Statham Blvd.
Oxnard, CA, 93033

SHEET TITLE

OVERALL SITE PLAN

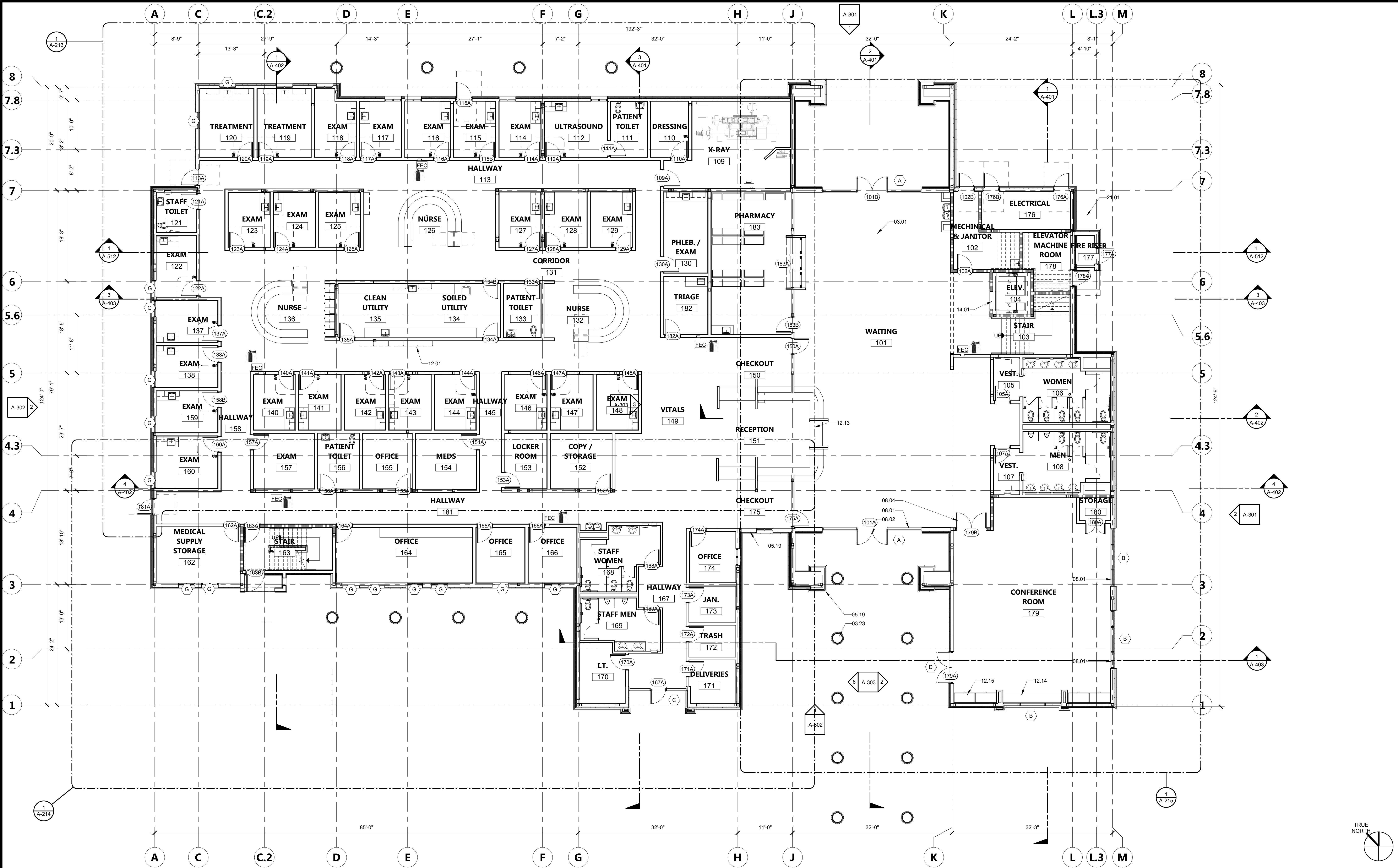
DRAWN BY: PA JOB NUMBER: 16060.01

SHEET NO.

A-101

DATE: DECEMBER 15, 2019

50% CONSTRUCTION DOCUMENTS



196 ARCHITECTS

802 EAST COTA STREET, SUITE A
SANTA BARBARA, CA 93103
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- ACOUSTICAL ENGINEER**
450B ACOUSTICS, LLC
3450 Broad Street
San Luis Obispo, CA 93401
TEL (805) 704-8046

AGENCY APPROVAL

ARCHITECT STAMP

CONSULTANT STAMP



REVISIONS

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PROJECT OWNER & TITLE

Clinicas Del Camino Real, Inc.

1040 Flynn Road
Camarillo, CA 93012

STATHAM CLINIC
2100 Statham Blvd.
Oxnard, CA, 93033

SHEET TITLE

FIRST FLOOR PLAN

DRAWN BY: PA JOB NUMBER: 16060.01

SHEET NO.

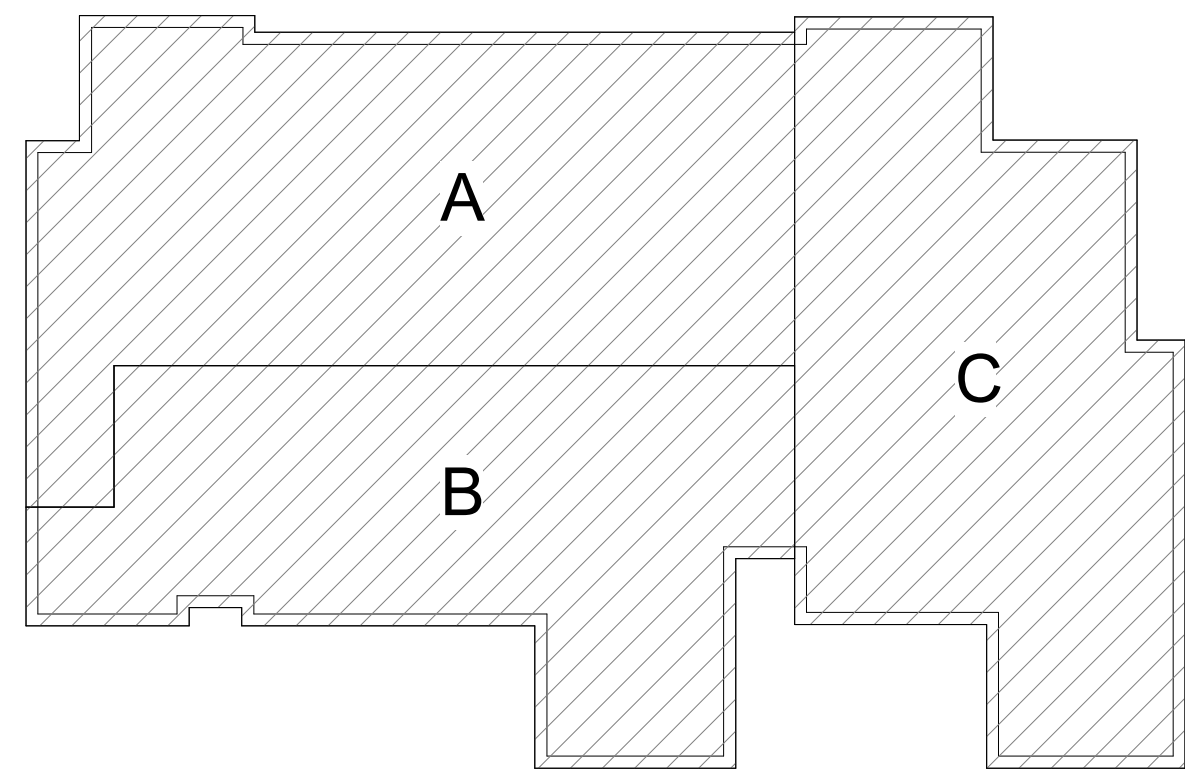
A-201

DATE: DECEMBER 15, 2019

1ST FLOOR PLAN

1/8" = 1'-0"

1



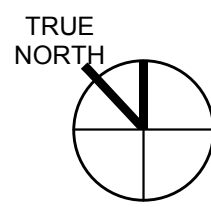
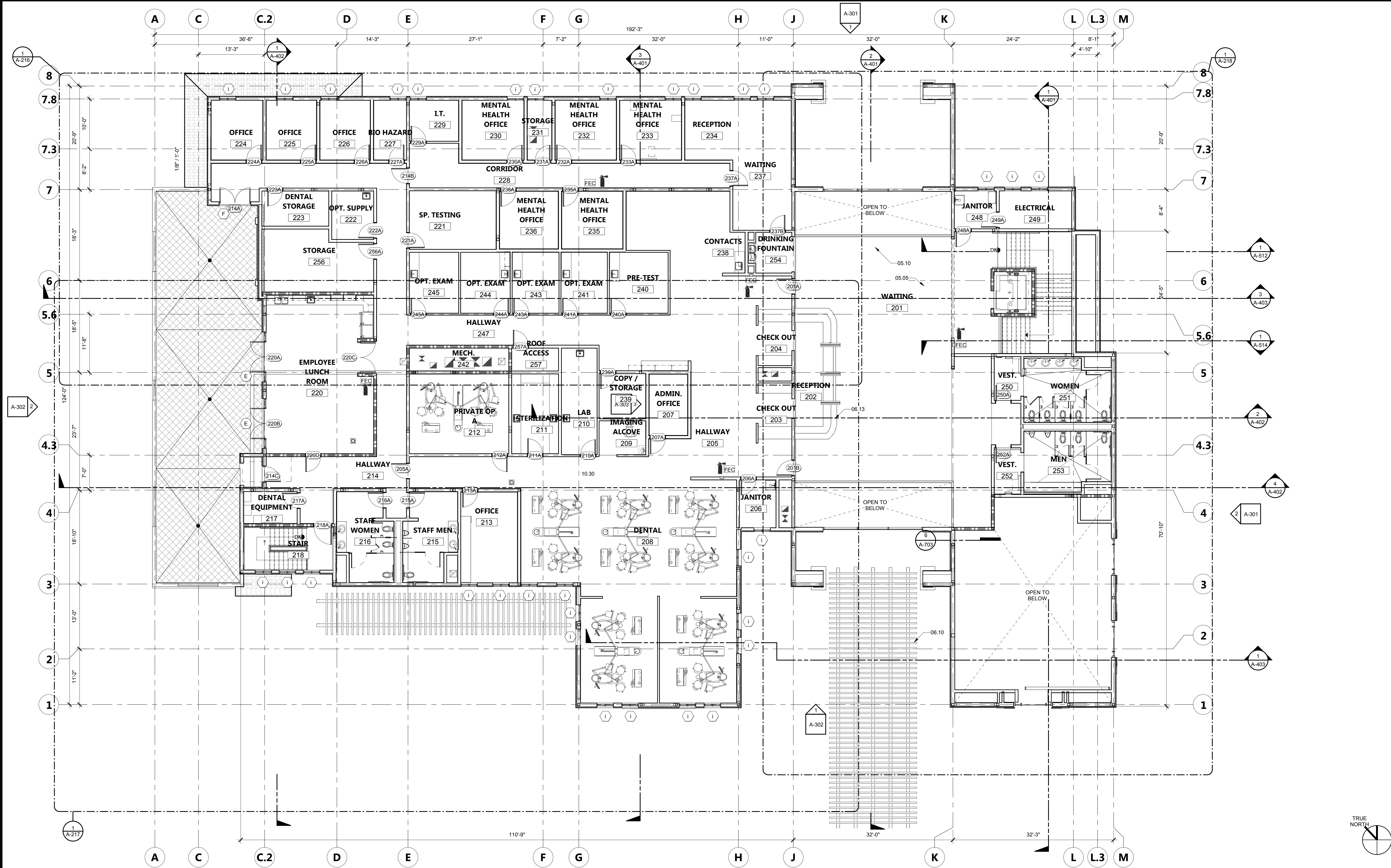
- WALL LEGEND**
- METAL STUD
 - 1 HR OCCUPANCY
 - 1 HR FIRE RATED
 - WALL TYPE, SEE A-901 A-902
 - WINDOW TYPE, SEE A-811
 - DOOR TYPE, SEE A-801
 - FIRE SPRINKLER
 - FIRE EXTINGUISHER - REFER TO SPECIFICATION SECTION 21 200

- GENERAL NOTES**
- ALL INTERIOR CONSTRUCTION ON THIS PROJECT IS DESIGNATED "AIRTIGHT" FOR THE PURPOSES OF SOUND ISOLATION AND NOISE CONTROL. THE REQUIREMENTS FOR AIRTIGHT CONSTRUCTION INCLUDE, BUT ARE NOT LIMITED TO, THE REQUIREMENTS DESCRIBED IN THE SPECIFICATIONS AND THE DETAILS SHOWN ON DRAWING SHEET A-901 & A-902. ALL NECESSARY PRODUCTS AND DETAILING SHALL BE PROVIDED TO ACHIEVE AIRTIGHT/LEAKPROOF CONSTRUCTION, WHETHER OR NOT THOSE PRODUCTS, OR DETAILS, ARE SPECIFICALLY DESCRIBED OR SHOWN IN THE PROJECT DOCUMENTS.
 - FURNITURE N.I.C.
 - ALL DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD OR CENTERLINE OF COLUMN.
 - ALL EXPOSED STEEL TO BE GALVANIZED AND PAINTED.
 - ALL EXPOSED PIPES, STRUCTURE, AND CONDUIT TO BE PAINTED.
 - FOR WALL TYPES SEE SHEET A-901 & A-902.
 - LEAD SHIELDING AT X-RAY ROOM 119, REFER TO SHEET A-519

- KEYNOTES**
- 03.01 FINISHED & POLISHED CONCRETE SYSTEM, ACCEPTABLE SYSTEM SHALL BE OF SIMILAR GRADE AS AMERPOLISHED CONCRETE SYSTEM, COLOR AS INDICATING IN THE FINISH FLOOR PLAN, SHEET A611-612.
- 03.23 PRECAST CONCRETE COLUMNS, INTEGRAL COLOR, SEGMENTED COLUMN SECTIONS WITH OFF SET JOINTING. SIMILAR GRADE TO VENTURA CAST STONE. (SEAQUIL COLOR).
- 05.19 EXTERIOR WALL ASSEMBLY, REFER TO CORRESPONDING WALL TYPES, SHEET A902.
- 08.01 EXTERIOR ALUMINUM STOREFRONT WINDOW SYSTEM AND CORRESPONDING GLAZING, PAINTED SIMILAR TO KAWNEER, MEDIUM BRONZE. SEE SHEET A-803.
- 08.02 EXTERIOR ALUMINUM STOREFRONT ENTRANCE. SEE DOOR AND WINDOW DETAILS ON SHEET A-803.
- 08.04 INTERIOR DOORS SEE DOOR SCHEDULE FOR DOOR TYPE. SEE SHEET DOOR AND WINDOW DETAILS.
- 12.01 BUILT-IN CASEWORK. SEE INTERIOR ELEVATIONS FOR SIZING & LAYOUT.
- 12.13 CASEWORK & COUNTER TOPS, MANUFACTURING GRADE SHALL MEET THE ARCHITECTURAL WOODWORKING STANDARDS, 2ND EDITION, CHAPTER 10 CASEWORK, REFER TO SPECIFICATION SECTION 06 4100.
- 12.14 CASEWORK, MANUFACTURER BASE CABINETS & COUNTERTOP, INSTALLATION OF CABINETS SHALL BE CORRESPONDENT TO ARCHITECTURAL WOODWORKING STANDARDS, 2ND EDITION, CHAPTER 10 CASEWORK, REFER TO DETAILS ON SHEET 923.
- 12.15 CASEWORK, TALL MANUFACTURER CABINETS, INSTALLATION OF CABINETS SHALL BE CORRESPONDENT TO ARCHITECTURAL WOODWORKING INSTITUTE STANDARDS, 2ND EDITION, CHAPTER 10 CASEWORK, REFER TO DETAILS ON SHEET 923.
- 14.01 PASSENGER ELEVATOR, SIMILAR GRADE AS TO SMART RISE ELEVATORS, COMMERCIAL ELEVATORS, HOLELESS JACK PASSENGER ELEVATOR. REFER TO ENLARGE ELEVATOR DRAWINGS ON SHEET A510 FOR ADDITIONAL INFORMATION.
- 21.01 FIRE SUPPRESSION STANDPIPE SHALL BE INSTALLED AS PER SPRINKLER DRAWINGS, REFER TO SPECIFICATION SECTION 21 1200 FOR ADDITIONAL INFORMATION.

KEYNOTES

KEY PLAN



WALL LEGEND	
	METAL STUD
	1 HR OCCUPANCY
	1 HR FIRE RATED
	WALL TYPE, SEE (A-907) (A-902)
	WINDOW TYPE, SEE (A-817)
	DOOR TYPE, SEE (A-807) (A-808)
	FIRE SPRINKLER
	FIRE EXTINGUISHER - REFER TO SPECIFICATION SECTION 21 200

GENERAL NOTES	
1.	ALL INTERIOR CONSTRUCTION ON THIS PROJECT IS DESIGNATED "AIRTIGHT" FOR THE PURPOSES OF SOUND ISOLATION AND NOISE CONTROL. THE REQUIREMENTS FOR AIRTIGHT CONSTRUCTION INCLUDE, BUT ARE NOT LIMITED TO, THE REQUIREMENTS DESCRIBED IN THE SPECIFICATIONS AND THE DETAILS SHOWN ON DRAWING SHEET A-901 & A-902. ALL NECESSARY PRODUCTS AND DETAILING SHALL BE PROVIDED TO ACHIEVE AIRTIGHT/LEAKPROOF CONSTRUCTION, WHETHER OR NOT THOSE PRODUCTS, OR DETAILS, ARE SPECIFICALLY DESCRIBED OR SHOWN IN THE PROJECT DOCUMENTS.
2.	FURNITURE N.I.C.
3.	ALL DIMENSIONS ARE FROM FACE OF STUD TO FACE OF STUD OR CENTERLINE OF COLUMN.
4.	ALL EXPOSED STEEL TO BE GALVANIZED AND PAINTED.
5.	ALL EXPOSED PIPES, STRUCTURE, AND CONDUIT TO BE PAINTED.
6.	FOR WALL TYPES SEE SHEET A-901 & A-902.
7.	LEAD SHIELDING AT X-RAY ROOM 119, REFER TO SHEET A-519

05.05	LIGHT-WEIGHT CONCRETE FILLED STEEL DECKING AND ANCHORING SYSTEM, REFER TO STRUCTURAL DRAWINGS FOR ADDITIONAL INFORMATION, SEE DRAWINGS S202, S203 AND S204.
05.10	WROUGHT IRON DECORATIVE RAILING SYSTEM, POWDER COATED, INSTALLATION & ANCHORING PER STRUCTURAL DRAWINGS, SIMILAR DESIGN AND GRADE TO KING ARCHITECTURAL METALS, DESIGN CONCEPT #C-10960, DESIGN CONCEPTS VOL. 4 - BOOK PAGE #62.
06.10	6 x HEAVY TIMBER MEMBERS, PAINTED & SEALED, COLOR SIMILAR TO OLYMPIC PAINT, LIGHT MOCHA 726, ADD COPPER FLASHING AT TOP OF EACH MEMBER IN ORDER TO PROTECT FROM ELEMENTS.
06.13	PRE-FABRICATED WOOD TRUSSES WITH CONCEALED CONNECTORS, REFER TO STRUCTURAL FOR ADDITIONAL INFORMATION, STAINED & SEALED, COLOR SIMILAR GRADE TO MINWAX WOOD FINISH DARK WALNUT OIL-BASED INTERIOR STAIN.
10.30	ACCORDION FOLDING PARTITION, INSTALLED PER MANUFACTURER INSTALLATION INSTRUCTION, SEE SPECIFICATION SECTION 10 2233.

KEY PLAN	

196
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AGENCY APPROVAL

ARCHITECT STAMP
CONSULTANT STAMP

REVISIONS

NO.	DATE	DESCRIPTION

THE ARCHITECT DOES NOT REPRESENT THAT THESE PLANS OR THE SPECIFICATIONS ARE SUITABLE FOR ANY SITE OTHER THAN THE ONE FOR WHICH THEY WERE SPECIFICALLY PREPARED. THE ARCHITECT DISCLAIMS RESPONSIBILITY FOR THESE PLANS AND SPECIFICATIONS IF THEY ARE USED IN WHOLE OR IN PART AT ANY OTHER SITE.

PROJECT OWNER & TITLE

Clinicas Del Camino Real, Inc.

1040 Flynn Road
Camarillo, CA 93012

STATHAM CLINIC
2100 Statham Blvd.
Oxnard, CA, 93033

SHEET TITLE

SECOND FLOOR PLAN

DRAWN BY: Author JOB NUMBER: 16060.01

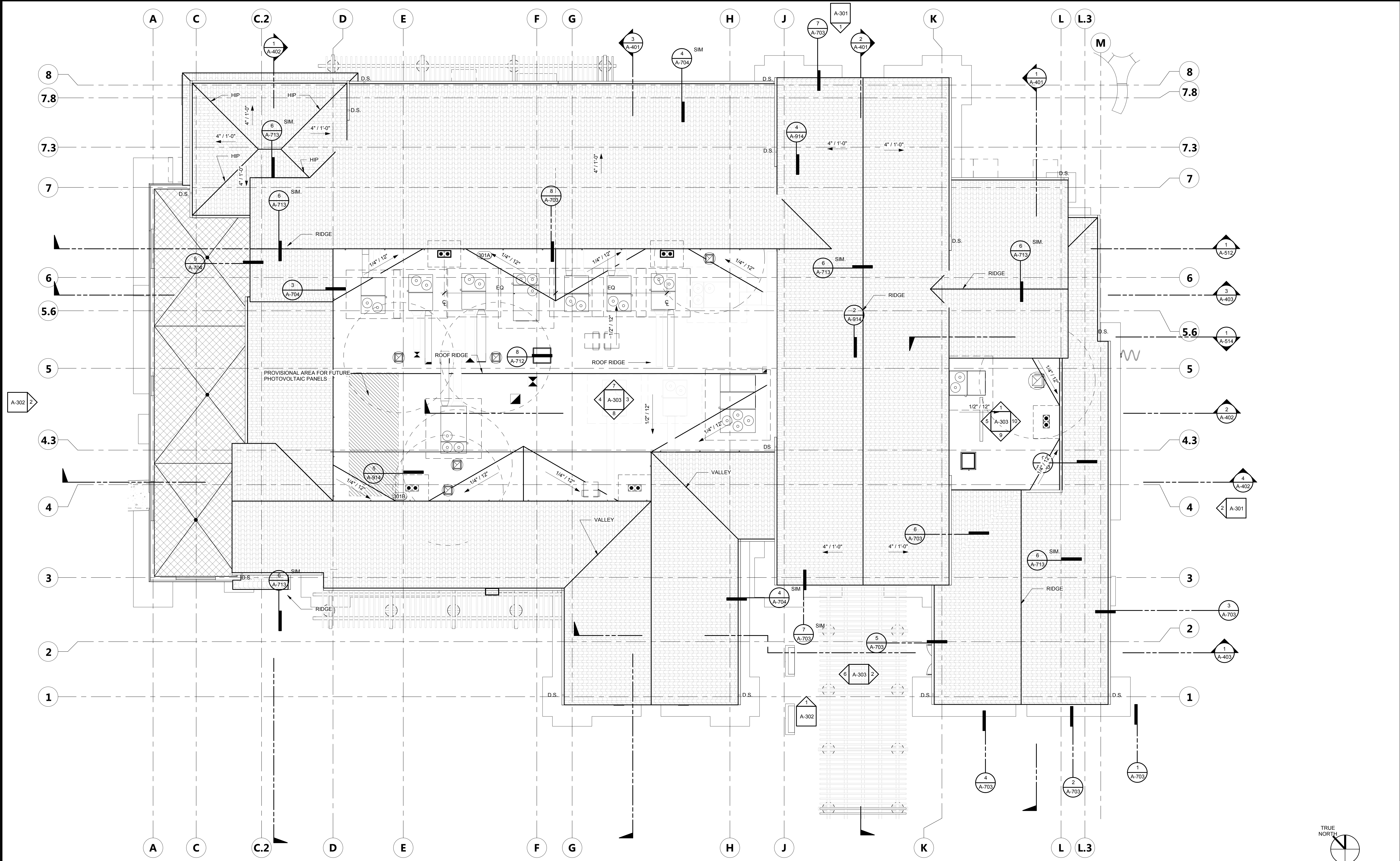
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A-202

DATE: DECEMBER 15, 2019

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196
ARCHITECTS

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PROJECT OWNER & TITLE

1040 Flynn Road
Camarillo, CA 93012

1. REFER TO MECHANICAL SHEETS FOR MECHANICAL EQUIPMENT INFORMATION

ATTIC VENTILATION								
LOCATION	AREA	MIN. VENTILATION REQ.	AREA REQ'D.	LOUVER SF	LOUVERS REQ'D.	LOUVERS PROVIDED	AREA PROVIDED	ADEQUATE VENTILATION
SOUTH ROOF	3,272 SF	150	21.81 SF	8.34 SF	3	3	25.02 SF	Yes
NORTH ROOF	3,410 SF	150	22.73 SF	8.34 SF	3	3	25.02 SF	Yes

GENERAL NOTES

ROOF AREA @ GRID 1-8 AND C (SIM. OPPOSITE SIDE)

DOWNSPOUTS: 4
AREA DRAINED PER DOWNSPOUT: 880 SF
RAIN INTENSITY: 170 SF/SQ IN

MINIMUM AREA PER DOWNSPOUT:
880/170 = 4.9 SQ IN ~3" ROUND DOWNSPOUTS (TYP)

RECTANGULAR GUTTER LENGTH = 88'
MAX GUTTER LENGTH = 50'-0"
OF EXPANSION JOINTS = 1
GUTTER WIDTH = 6"
GUTTER DEPTH = 4.5"

ROOF DRAIN CALCULATIONS

D.S. DOWNSPOUT
O.D. OVERFLOW DRAIN
R.D. ROOF DRAIN
T.O.P. TOP OF PARAPET
T.O.S. TOP OF STEEL; UNDERSIDE OF DECK (U.N.O.)

CRICKET

ROOF AND OVERFLOW DRAIN

ROOF ACCESS HATCH

CLAY TILE ROOF

- ALL ROOFING SHALL BE CLASS "A"

ROOF LEGEND

ROOF PLAN

1/8" = 1'-0"

1

KEYNOTES

STATHAM CLINIC

2100 Statham Blvd.
Oxnard, CA, 93033

SHEET TITLE

ROOF PLAN

DRAWN BY: PA

JOB NUMBER: 16060.01

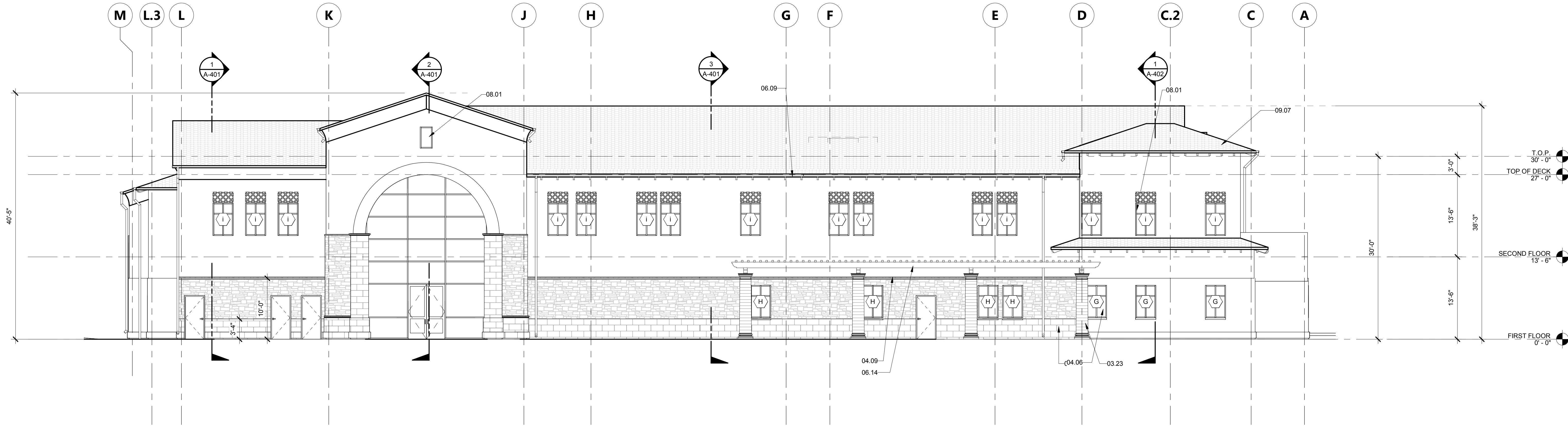
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A-221

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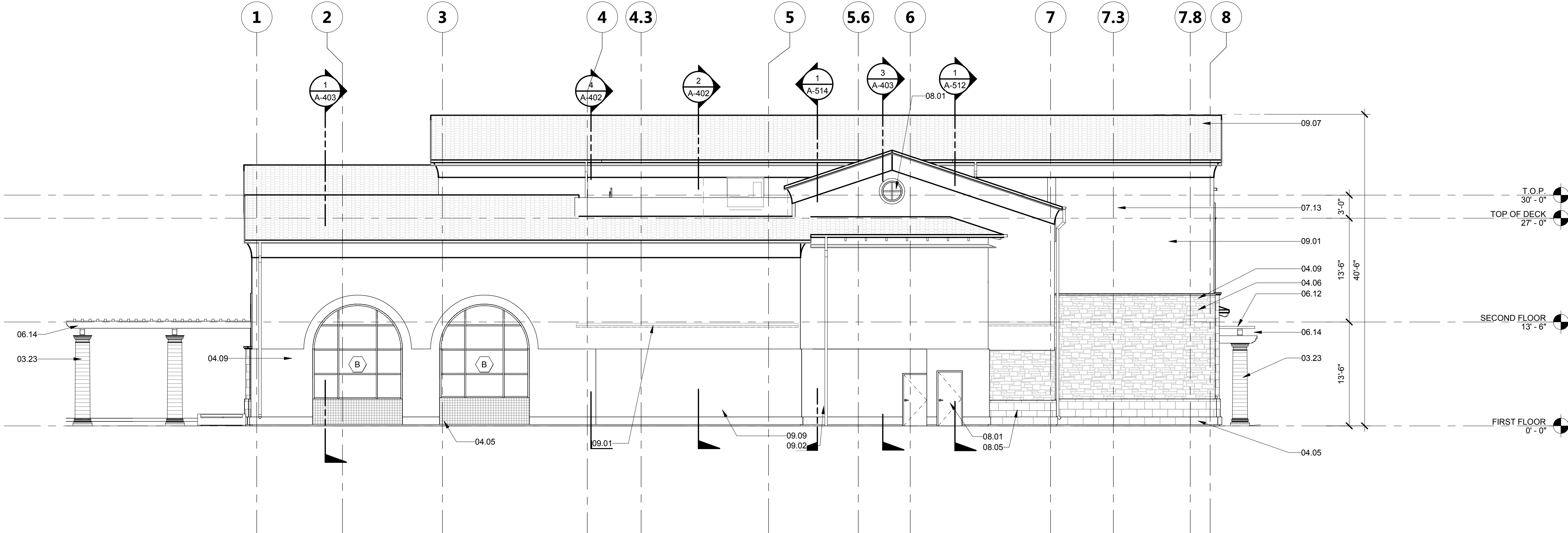
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NORTH ELEVATION

1/8" = 1'-0"

1



EAST ELEVATION

1/8" = 1'-0"

2

KEYNOTES

1. FOR WINDOW AND STOREFRONT SIZES AND MOUNTING HEIGHTS SEE SHEET A-803
2. ALL STEEL TO BE GALVANIZED AND PAINTED
3. EXTERIOR CEMENT PLASTER TO BE PAINTED

GENERAL NOTES

AGENCY APPROVAL

ARCHITECT STAMP

CONSULTANT STAMP



REVISIONS

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1040 Flynn Road
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STATHAM CLINIC

2100 Statham Blvd.
Oxnard, CA, 93033

SHEET TITLE

EXTERIOR
ELEVATIONS

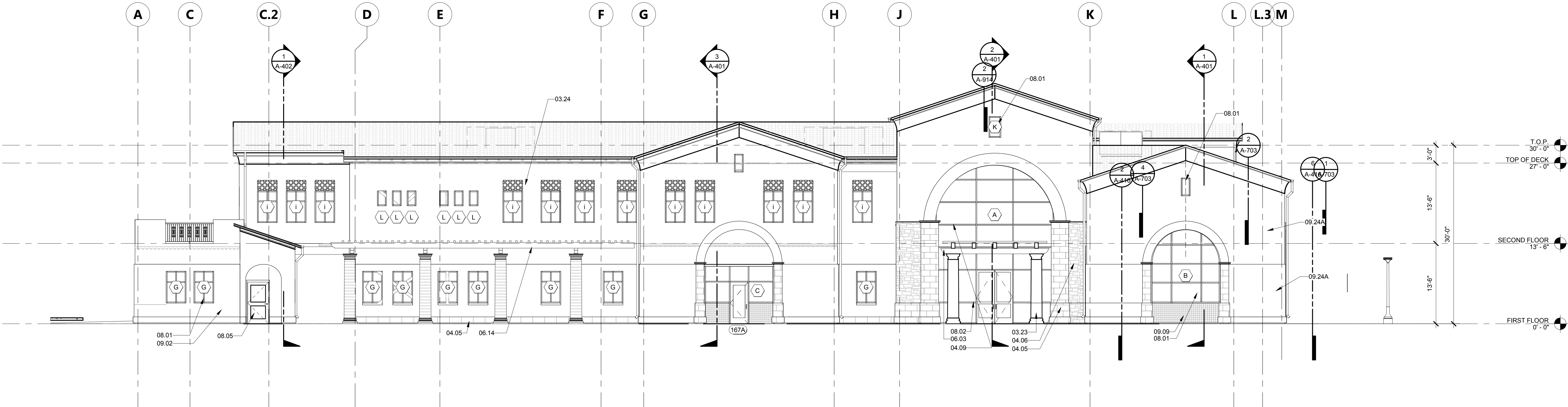
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SHEET NO.

A-301

DATE: DECEMBER 15, 2019

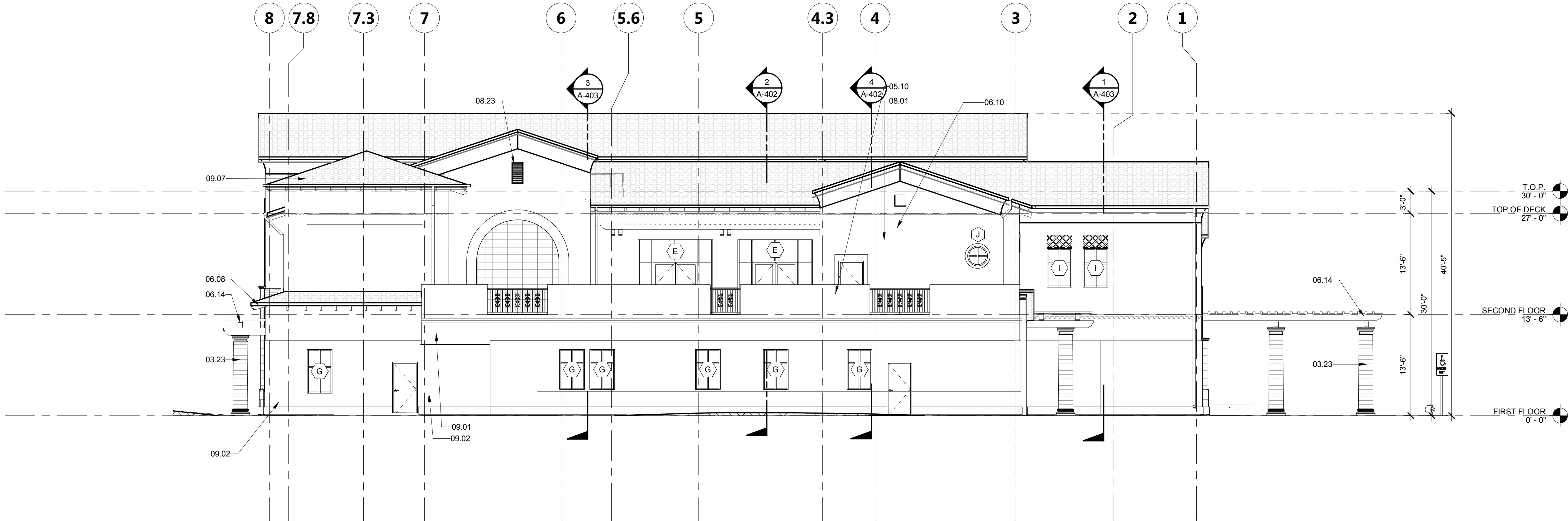
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SOUTH ELEVATION

1/8" = 1'-0"

1



WEST ELEVATION

1/8" = 1'-0"

2

KEYNOTES

- FOR WINDOW AND STOREFRONT SIZES AND MOUNTING HEIGHTS SEE SHEET A-803
- ALL STEEL TO BE GALVANIZED AND PAINTED
- EXTERIOR CEMENT PLASTER TO BE PAINTED

GENERAL NOTES



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PROJECT OWNER & TITLE

Clinicas Del Camino Real, Inc.

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Camarillo, CA 93012

STATHAM CLINIC
2100 Statham Blvd.
Oxnard, CA, 93033

SHEET TITLE

**EXTERIOR
ELEVATIONS**

DRAWN BY: Author JOB NUMBER: 16060.01

SHEET NO.

A-302

DATE: DECEMBER 15, 2019

50% CONSTRUCTION DOCUMENTS



ASSOCIATED TRANSPORTATION ENGINEERS

100 N. Hope Avenue, Suite 4, Santa Barbara, CA 93110 • (805) 687-4418 • FAX (805) 682-8509

Since 1978

Richard L. Pool P.E.
Scott A. Schell, AICP PTP

November 20, 2019

17078.01L03

Mr. Antonio Alatorre
Clinicas Del Camino Real, Inc.
1040 Flynn Road
Camarillo, CA 95212

SUPPLEMENTAL PARKING ANALYSIS PREPARED FOR THE CLINICAS DEL CAMINO REAL PROJECT - CITY OF OXNARD

Associated Transportation Engineers (ATE) has prepared the following supplemental parking analysis for the Clinicas Del Camino Real Project (the "Project") located at the southwest corner of Oxnard Boulevard/Statham Boulevard in the City of Oxnard. The supplemental analysis assesses the Project's parking demands for the currently proposed building area based on Institute of Transportation Engineers (ITE) empirical parking demand data.

The initial parking analysis prepared by ATE assessed the estimated peak parking demands for a 41,020 square-foot medical clinic. The currently proposed Clinicas Del Camino Real Project is a 34,074 square-foot medical clinic. Parking for the Project would be provided in an on-site surface lot with 135 vehicle spaces.

Parking Analysis

The City of Oxnard Zoning Ordinance parking requirement for the medical clinic is 1 space per 200 square-feet of building area and 2 loading zones. Based on Zoning Ordinance the medical clinic would be required to provide 170 parking spaces.

ATE reviewed the peak parking demands based on empirical parking demand rates published in the ITE, Parking Generation, 5th Edition for Clinics (Land Use Code #630). The parking demand rates per 1,000 square-feet of clinic space was used for the parking analysis and Table 1 presents the peak parking demand estimates for the proposed 34,074 square-foot Clinicas Del Camino Real Project.

Antonio Alatorre

Page 2

November 20, 2019

Table 1
Clinicas Del Camino Real Peak Parking - ITE Demand Estimates

Size	Parking Demand Rate	Peak Parking Demand	Spaces Proposed	Reserve Spaces
34,074 S.F.	3.89 Spaces/1,000 S.F.	133 Spaces	135 Spaces	2 Spaces

As shown in Table 1, the estimated peak parking demand is 133 parking spaces, the current Project would provide 135 parking spaces. The 135 on-site parking spaces proposed for the site would satisfy the ITE peak parking demands generated by the current Project and provide 2 reserve spaces. Based on the empirical parking demand analysis, relief from the Zoning Ordinance parking requirement can be supported.

This concludes our supplemental parking analysis for the Clinicas Del Camino Real Project.

Associated Transportation Engineers

By: 
Scott A. Schell, AICP, PTP
Principal Transportation Planner

SAS/DFN

Attachment: Project Site Plan

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING A REVISED VERSION OF THE PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 17-500-19 (SPECIAL USE PERMIT) TO ALLOW THE CONSTRUCTION OF A 34,074 SQUARE-FOOT MEDICAL OFFICE BUILDING WITH A REDUCTION IN THE NUMBER OF ON-SITE PARKING SPACES (FROM 170 TO 135) AND LOADING AND UNLOADING PARKING SPACES (FROM 2 TO 1) AND AN INCREASE IN THE MAXIMUM ALLOWABLE BUILDING HEIGHT (FROM 35 FEET TO 40 FEET 6 INCHES) ON A 2.76-ACRE PARCEL LOCATED AT 2001 STATHAM BOULEVARD (APN: 220-0-010-325), SUBJECT TO CERTAIN FINDINGS AND CONDITIONS. FILED BY ROSA ALVARADO ON BEHALF OF PROPERTY OWNER CLINICAS DEL CAMINO REAL, INCORPORATED, 1040 FLYNN ROAD, CAMARILLO, CA 93012.

WHEREAS, on November 30, 2017, Clinicas Del Camino Real, Incorporated (the **“Applicant”** and/or **“Permittee”**) submitted a request to allow the construction a 41,024 square-foot medical office building with a reduction in the number of on-site parking spaces and an increase in the maximum allowable building height, located at 2001 Statham Boulevard (APN: 220-0-010-325); and

WHEREAS, on June 20, 2019, the Planning Commission of the City of Oxnard (**“Planning Commission”**) conducted a duly noticed public hearing to consider the Applicant’s request to approve Planning and Zoning Permit No. 17-500-19 (Special Use Permit) to allow the construction a 41,024 square-foot medical office building with a reduction in the number of on-site parking spaces and loading reduction in number of loading and unloading space and an increase in the maximum allowable building height, located at 2001 Statham Boulevard (APN: 220-0-010-325) (the **“Project”**) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, On June 20, 2019, the Planning Commission deliberated the merits of the Project, and specifically expressed concern for the project regarding the lack of on-site parking, and urged the applicant to reduce the size of the building to align with on-site parking standards. A motion to approve and a motion to deny the Project both failed. The City Attorney advised the Planning Commission that a resolution recommending approval and a resolution recommending denial would be presented to the Planning Commission during the next Planning Commission hearing scheduled for July 18, 2019; and

WHEREAS, On July 18, 2019, the Planning Commission considered both a resolution to approve and a resolution to deny the Project. The Planning Commission voted to approve the Project with Condition of Approval No. 168 (requiring an off-site parking covenant prior to the issuance of the building permit) and Condition of Approval No. 169 (requiring signage to indicate the location of off-site parking) embedded within the Planning Commission’s Resolution in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, On July 23, 2019, the Appellant filed an appeal of the decision of the Planning Commission to grant Planning and Zoning Permit No. 17-500-19; and

WHEREAS, on September 3, 2019, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the Appellant's appeal of the decision of the Planning Commission to grant Planning and Zoning Permit No. 17-500-19 (Special Use Permit) to allow the construction a 41,024 square-foot medical office building with a reduction in the number of on-site parking spaces and a reduction in the number of loading and unloading spaces and an increase in the maximum allowable building height, located at 2001 Statham Boulevard (APN: 220-0-010-325) (the **"Project"**) in accordance with Section 16-530 through 16-553 of Oxnard City Code. During that hearing, the City Council expressed concerns for reasonable and adequate parking to be provided as determined by a parking study. The City Council made a motion to continue the hearing to a date uncertain and directed staff to continue talks with the applicant and complete the parking study; and

WHEREAS, on December 17, 2019, the City Council of the City of Oxnard conducted a duly noticed public hearing to consider the Applicant's request to grant Planning and Zoning Permit No. 17-500-19 (Special Use Permit) for a redesigned project to allow the construction a 34,074 square-foot medical office building with a reduction in the number of on-site parking spaces and a reduction in the number of loading and unloading spaces and an increase in the maximum allowable building height, located at 2001 Statham Boulevard (APN: 220-0-010-325) (the **"Project"**) in accordance with Section 16-530 through 16-553 of Oxnard City Code; and

WHEREAS, the Planning and Environmental Services Division has completed a preliminary environmental assessment of the Project in accordance with the California Environmental Quality Act (CEQA) and determined that the Project is subject to a categorical exemption pursuant to Article 19, Section 15332, Class 32 (In-fill Development Projects), of the State CEQA Guidelines because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies for the reasons set forth below; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services. No Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES HEREBY RESOLVE AS FOLLOWS:

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

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

The proposed use is located on property with a General Plan designation of Commercial General, which allows free-standing commercial uses along arterials, which may also include office uses. The proposed use involves the construction of a medical office building along South Oxnard

Boulevard, which is an arterial roadway. Thus, the proposed use is in conformance with the City of Oxnard 2030 General Plan and the elements thereof and other adopted standards.

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

The proposed medical clinic activities will occur within the building and the landscaped parking area. The outdoor trash enclosure area will be screened from view from the street by a block wall and landscape screening. The vehicle parking area will be screened by landscaping along the perimeter. Thus, the proposed use will not adversely affect or be materially detrimental to the adjacent uses, buildings, or structures or to the public health, safety or general welfare.

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

The project site is 2.76 acres and will have one building of 34,074 square feet, for 28% lot coverage. The building is consistent with the zoning requirements (see Staff Report Section 6.c). Per City Code (§ 16-622.F), the 34,074 square-foot proposed medical clinic requires 170 parking spaces. The applicant has submitted a Supplemental Parking Analysis (Associated Transportation Engineers, dated November 20, 2019) to demonstrate that the amount of City Code required parking is excessive, and based on commonly published parking demand rates (ITE, Parking Generation), 133 parking spaces is adequate for the proposed use. The proposed project includes 135 on-site parking spaces, which satisfies the peak parking demand and provide 2 reserve spaces. The parking analysis was reviewed by the City Traffic Engineer, who determined that the proposed parking area is adequate for the proposed medical clinic. Per City Code (§ 16-644.B), the medical clinic requires two loading zones. The previous parking study (Associated Transportation Engineers, dated May 10, 2019) concludes that based on operational characteristics of the clinic, one loading zone is adequate. The City Traffic Engineer has evaluated the parking study and determined that the one loading space is adequate for the proposed use. The project site is required to have 5% of the site landscaped, and the proposed project includes 35.35% of the site landscaped. Thus, the site for the proposed medical clinic is adequate in size and shape to accommodate the setbacks, parking, landscaping, and other City standards.

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

The proposed medical clinic use includes generation of vehicle trips to and from the project site. The project site has access from Statham Boulevard via two driveways. A traffic study was prepared for the proposed project (ATE Project 17078.01, May 10, 2019) and reviewed by the City Traffic Engineer. Pursuant to that review, no significant traffic impacts were identified as a result of the proposed project. Thus, the site for the proposed use will be served by adequate streets for the generated traffic.

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

The site for the proposed medical office building is located adjacent to existing utilities (water and sewer, water, fire protection, and storm drainage facilities). The proposed project does not require expansion of the existing site or the installation of new utilities. Thus, the site for the proposed use will be provided with adequate sewerage, water, fire protection, and storm drainage facilities.

SECTION 2. The City Council, in accordance with the California Environmental Quality Act (CEQA), determines that the Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to Article 19, Section 15332 (Class 32) of the State CEQA Guidelines. This section pertains to projects characterized as infill development. No Exceptions to the Exemptions (Section 15300.2) apply to defeat the Exemption. The Planning and Environmental Services Division is hereby authorized and directed to file a Notice of Exemption with the Ventura County Clerk pursuant to Section 15602 of the State CEQA Guidelines within five (5) working days of passage, approval and adoption of this Resolution.

SECTION 3. Based on the findings set forth herein, the City Council hereby approves Planning and Zoning Permit No. 17-500-19 (Special Use Permit), subject to the attached conditions of approval.

SECTION 4. The decision of the City Council shall be final pursuant to Section 16-551 of the Oxnard City Code.

SECTION 5. The Secretary shall certify the adoption of this Resolution.

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, G-1).
2. This permit is granted for the plans dated December 17, 2019, (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, G-2)
3. This permit shall automatically become null and void 36 months from the date of its issuance, unless Developer has diligently developed the proposed project, as shown by the issuance of a grading, foundation, or building permit and the construction of substantial improvements. (PL, G-3)
4. All required off-site and on-site improvements for the project, including structures, paving, and landscaping, shall be completed prior to occupancy unless the Development Services Manager allows Developer to provide security or an executed agreement approved by the City Attorney to ensure completion of such improvements. (DS, G-4)
5. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, G-5)
6. Developer agrees, as a condition of adoption of this resolution, at Developer’s own expense, to indemnify, defend and hold harmless the City and its agents, officers and employees from and against any claim, action or proceeding to attack, review, set aside, void or annul the approval of the resolution or any condition attached thereto or any proceedings, acts or determinations taken, done or made prior to the approval of such resolution that were part of the approval process. (CA, G-6)
7. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, G-7)
8. Developer shall complete the “Notice of Land Use Restrictions and Conditions” form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)

9. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
10. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
11. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
12. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
13. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
14. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
15. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

LANDSCAPE STANDARD CONDITIONS

16. Prior to submittal of landscape and irrigation plans, Developer shall obtain approval of the Planning Manager or designee of a plan showing on the project property all existing trees and identifying the trees to be saved, transplanted or removed. (PK, PK-1)
17. Prior to issuance of building permits or the proposed use is initiated, whichever comes first, Developer shall submit two copies of landscape and irrigation plans, along with the appropriate permit application and fees, to the Development Services Division and obtain approval of such plans. (PK/DS, PK-2)
18. Prior to issuance of a certificate of occupancy, Developer shall install landscape and automatic irrigation systems that have been approved by Parks and Facilities Superintendent. (PK, PK-3)
19. Developer shall properly maintain landscape planting and all irrigation systems as required by the City Code and as specified by this permit. Failure of Developer to do so may result in the revocation of this permit and initiation of legal proceedings against Developer to ensure compliance (PK, PK-4)

20. Prior to the issuance of City issues a certificate of occupancy, Developer shall provide a watering schedule to the building owner or manager and to Planning Division or designee. The irrigation system shall include automatic rain shut-off devices, or instructions on how to override the irrigation system during rainy periods. (PK, PK-5)
21. All trees planted or placed on the property by Developer shall be at least 24-inch-box size. All shrubs and vines shall be at least five-gallon size, except as otherwise specified by this permit. (PK, PK-6)
22. At the time of landscape plan check submittal, the landscape planting and irrigation plans shall comply with the current title 23 Model Water Efficient Landscape Ordinance (MWELO). (PK, PK-7.1)
23. Developer shall submit four sets of median and parkway landscape and irrigation plans with the first submittal of public improvement plans. The City shall approve median and parkway landscape and irrigation plans when the City approves public improvement plans. Before the City issues a building permit, the irrigation plans must be approved for proper meter size, backflow prevention device, and cross connection control by the Water Production Supervisor or designee. (DS/ PK, PK-14)
24. Before the City accepts medians and parkways from Developer, the landscaping thereon must complete a plant establishment period of 90 days or such other time as specified in this permit. (PK/DS, PK-15)
25. Developer shall install an irrigation system that includes a water sensor shut off device as a water conservation measure. (PK, PK-22)
26. At time of submittal to the Building and Engineering Division for plan check, Developer's Landscape Architect or Architect shall provide the City with written confirmation that they have reviewed the civil engineering construction drawings and that the NPDES requirements are not in conflict with meeting the City's landscape requirements. (PK, PK-23)
27. Developer shall include a note on the Landscape Plans submitted to the Building and Engineering Division for a building permit that "all landscaping and irrigation comply with Ordinance No. 2822, which adopted the City of Oxnard Landscape Water Conservation Standards, and applicable water conservation requirements of the State of California". (PK, PK-24)
28. At the time of Plan Check submittal, the landscape plans shall contain an exhibit titled "Tree Tabulation Chart". The Tree Tabulation Chart shall contain a listing of all existing trees on site and shall refer to them by number as identified in the Arborist's Tree Report. The Tree Tabulation Chart shall clearly list all trees to remain, be removed or transplanted. The Chart shall contain the Arborist's economic appraisal value of each tree(s) removed as well as computations and calculations showing how the value of the removed tree(s) was put back

into new tree sizes for the project that are in addition to meeting the City's minimum tree size of 24" box. (PK)

FIRE DEPARTMENT STANDARD CONDITIONS

29. Developer shall construct all vehicle access driveways on the project property to be at least 26 feet wide. Developer shall mark curbs adjacent to designated fire lanes in parking lots to prohibit stopping and parking in the fire lanes. Developer shall mark all designated fire lanes in accordance with the California Vehicle Code. (FD/B, *F-1*)
30. All roof covering materials on the project property shall be of non-combustible or fire retardant materials approved by the Fire Chief and in compliance with the City Code. (FD, *F-2*)
31. Before the City issues building permits, Developer shall obtain the Fire Chief's approval of a plan to ensure fire equipment access and the availability of water for fire combat operations to all areas of the project property. The Fire Chief shall determine whether or not the plan provides adequate fire protection. (FD/DS, *F-3*)
32. At Developer's expense, Developer shall obtain two certified fire flow tests for the project property. The first test shall be completed before City approval of building plans and the second shall be completed after construction and prior to the issuance of a certificate of occupancy. A mechanical, civil, or fire protection engineer must certify the tests. Developer shall obtain permits for the tests from the Engineering Division. Developer shall send the results of the tests to the Fire Chief and the City Engineer. (FD/DS, *F-4*)
33. All structures on the project property shall conform to the minimum standards prescribed in Title 19 of the California Code of Regulations. (FD, *F-5*)
34. The project shall meet the minimum requirements of the "Fire Protection Planning Guide" published by the Fire Department. (FD, *F-6*)
35. At all times during construction, developer shall maintain paved surfaces capable of handling loads of 76,000 pounds which will provide access for fire fighting apparatus to all parts of the project property. (FD/DS, *F-7*)
36. Developer shall identify all hydrants, standpipes and other fire protection equipment on the project property as required by the Fire Chief. (FD, *F-8*)
37. Developer shall provide central station monitoring of the fire sprinkler system and all control valves. (FD, *F-10*)
38. The turning radius of all project property driveways and turnaround areas used for emergency access shall be a minimum of 48 feet outside diameter for a semi-trailer. (FD, *F-11*)

39. Developer shall provide automatic fire sprinklers as required by the City Code and shall contact the Fire Chief to ascertain the location of all connections. (FD, F-12)
40. Developer shall install in each structure in the project a detection/alarm system with a central station monitor that will automatically notify the Fire Department in the event of a fire in the structure. The alarm system shall include a UL or State Fire Marshal approved device, which shall not exceed design specifications, that reports the location of the fire and allows the central station monitor to inform the Fire Department of the point of entry into the structure that is nearest the fire. (FD, F-13)

FIRE DEPARTMENT SPECIAL CONDITIONS

41. Areas designated by the Fire Marshal as Fire Lanes shall be identified by a red curb and signage per the California Department of Motor Vehicles.
42. Before the city issues a certificate of occupancy, the developer shall install a Knox key vault at a location to be determined by the Fire Department.
43. Trash enclosures will require sprinklers.

POLICE DEPARTMENT SPECIAL CONDITIONS

44. All project lighting shall comply with the Outdoor Lighting Code & Guideline:
 - a) Outdoor lighting shall comply with Title 24, Part 6, of the California Code of Regulations: California's Energy Efficiency Standards for Residential and Nonresidential Buildings.
 - b) Unless approved as a specific exception to this guideline, all outdoor lighting shall be flat lens, full cut-off fixtures with the light source fully shielded with the following exceptions:
 - 1) Luminaires with a maximum output of 260 lumens per fixture, regardless of number of bulbs (equal to one 20-watt incandescent light), may be left unshielded provided the fixture has an opaque top to keep light from shining directly up.
 - 2) Luminaires that have a maximum output of 1,000 lumens per fixture, regardless of number of bulbs (equal to one 60-watt incandescent light) may be partially shielded provided the bulb is not visible, and the fixture has an opaque top to keep light from shining directly up.
 - c) Oxnard City Code 16-320: Lighting within physical limits of the area required to be lighted shall not exceed seven foot-candles, nor be less than one foot-candle at any point. A light source shall not shine upon, or illuminate directly any surface other than the area required to be lighted. No lighting shall be of a type or in a location that constitutes a hazard to vehicular traffic, either on private property or on the abutting streets. The height of light standards shall not exceed 26 feet. To prevent damage from automobiles, standards shall be mounted on reinforced concrete pedestals or otherwise protected.
45. Exterior lighting of the site including parking areas shall be between 1 and 7 foot candles and shall be in harmony with existing adjacent lighting scheme.
46. Lighting instruments shall be metal halide, LED or similar in nature and spectrum (3,000K to 20,000K Correlated Color Temperature).

47. Lighting instruments shall be full cut-off and installed so that light does not directly illuminate property outside the project site. Instruments shall not create glare for motorists or pedestrians.
48. Outdoor lighting instruments shall not be placed in close proximity of parking lot trees. In the event outdoor lighting instruments and trees are in close proximity an additional sheet will be required illustrating light and tree placement showing trees with a 20-year maturity.
49. Integrated landscape/lighting/photometric plan shall be submitted illustrating a 20-year tree maturity. This is to ensure that tree growth will not adversely impact future lighting and therefore site safety as the project matures. This plan shall be submitted and approved prior to the issuance of building permits.
50. Security cameras shall be installed to monitor the business. The camera system shall comply with these minimum standards:
 - a) Cameras and supporting equipment shall supply digital color images under normal lighting conditions. Greyscale images are required for infra-red lighting.
 - b) Cameras shall be made by a reputable manufacturer and maintained to current industry standards.
 - c) Cameras shall have low light capability and be able to identify persons conducting transactions or entering the business.
 - d) The video system shall utilize a Digital Video Recorder (DVR). VHS and other formats are prohibited.
 - e) The video system shall allow recording, live viewing and playback of recorded video for a period of a period of at least 30 days.
 - f) Recorded images shall bear a date and time stamp that cannot be altered.
 - g) Prior to the installation of a security camera system, applicant shall submit a plan showing location of cameras and the scope of their capture area. The plan shall include a list of components.
 - h) Camera installations intended to capture images of faces are best located so they target doorways and choke-points for foot traffic.
 - i) Cameras in domed casings are highly encouraged as their area of focus is not easily determined by a casual observer.
 - j) Signs shall be posted on the property indicating that "Security Cameras in Use".
 - k) The Oxnard Police Department requires that the all businesses utilizing Web accessible security cameras participate in the OPD Security Camera Registry which would provide Internet access to the camera system in the event of an emergency situation on the premises. This access shall be governed by a Memorandum of Understanding between the business and the OPD. Inquiries about the Security Camera Registry should be made via email to specialprojects@oxnardpd.org
51. A burglary/intrusion alarm system shall be installed; it shall be compliant with Oxnard City Code 11-95 through 11-100. Motion detection burglary or intrusion alarm systems shall utilize "Dual Technology" sensors capable of differentiating between human movement and non-human movement.

52. A robbery alarm system shall be installed in the Pharmacy. Several alarm activation buttons shall be located within the Pharmacy and placed in such a manner that accidental activation is unlikely and intended activation may be performed surreptitiously.
53. The Pharmacy counter shall have a plexiglass barrier in place to prevent “take-over” attempts.
54. The Pharmacy shall have doors that are always locked from exterior halls and access points.
55. Prior to the issuance of building permits, security plan sheet(s) shall be submitted illustrating:
 - a) The secure location where camera monitoring equipment is stored.
 - b) A plan documenting the location of all security camera installations throughout the facility. Cameras dedicated to capture images of persons faces as they enter the facility shall be specifically identified.
56. Prior to the issuance of the certificate of occupancy, security features shall be inspected by a member of the Oxnard Police Department. Features to be inspected shall include camera systems, alarm systems and points of controlled access and other features required through the Police Conditions. The inspection shall be coordinated through the Building Inspection Unit.

PLANNING DIVISION STANDARD CONDITIONS

57. Plans submitted by Developer with building permit applications shall show on the building elevation sheets all exterior building materials and colors, including product and finish manufacturer name, color name and number, and surface finish type (such as: stucco with sand finish, plaster with smooth finish) to be used in construction. (PL/B, PL-1)
58. Any application for a minor modification to the project shall be accompanied by four copies of plans reflecting the requested modification, together with applicable processing fees. (PL, PL-2)
59. Before the City issues building permits, Developer shall include a reproduction of all conditions of this permit as adopted by resolution of the Planning Commission and/or the City Council in all sets of construction documents and specifications for the project. (PL, PL-3)
60. Before the City issues building permits, Developer shall provide to the Planning Division Manager color photographic reductions (8 1/2” by 11”) of full-size colored elevations and any other colored exhibit approved by the Planning Commission. Developer may retain the full-size colored elevations after the reductions are so provided. (PL, PL-4)

61. Developer may not modify any use approved by this permit unless the Planning Division Manager determines that Developer has provided the parking required by the City Code for the modified use. (PL, *PL-7*)
62. During the plan check review process, the Developer shall provide a lighting plan that provides design details (light standards, bollards, wall mounted packs, etc.) and illumination site information within alleyways, pathways, streetscapes, and open spaces proposed throughout the development. An electrical engineer shall prepare the site lighting plan demonstrating that adequate lighting ranges will be provided throughout the development without creating light spillover, light pollution, or conflicts with surrounding factors such as tree locations, off-site or adjacent lighting. (PL)
63. Prior to issuance of building permits, Developer shall demonstrate that light standards illustrated on conceptual lighting plan do not conflict with tree locations. Developer shall submit a plan showing both the lighting and landscape on the same sheet.
64. Project on-site lighting shall be of a type and in a location that does not constitute a hazard to vehicular traffic, either on private property or on adjoining streets. To prevent damage from vehicles, standards in parking areas shall be mounted on reinforced concrete pedestals or otherwise protected. Developer shall recess or conceal under-canopy lighting elements so as not to be directly visible from a public street. Developer shall submit a lighting plan showing standard heights and light materials for design review and approval of the Planning Division Manager. (PL/B, *PL-8*)
65. In order to minimize light and glare on the project property, all parking lot and exterior structure light fixtures shall be high cut-off type that divert lighting downward onto the property and shall not cast light on any adjacent property or roadway. (PL, *PL-9*)
66. Developer shall provide graphic site directories at principal access walkway points. (PL/B, *PL-10*)
67. Developer shall provide for dust control at all times during project property preparation and construction activities. (B/DS, *PL-13*)
68. Developer agrees to participate in a water conservation program that includes water conserving devices within the City's water service area, if such a program is in effect when building permits are issued for this project. (PL, *PL-14*)
69. Because of water limitations placed upon the City by its water providers, approval of this permit does not guarantee that the City will issue building permits. Issuance of building permits may be delayed as a result of implementation of a water conservation or allocation plan. (PL, *PL-15*)
70. Prior to issuance of building permits, Developer shall pay a document imaging fee for the planning files in an amount calculated by planning staff at the time of building permit review based on fees then in effect. (PL/B, *PL-16*).

71. Developer shall participate in the City's Public Art Program by paying the Public Art fee prior to issuance of building permits, in accordance with City Council Resolution No. 14,124. (PL, *PL-50*)
72. Developer shall recess or screen roof heating and cooling systems and other exterior mechanical equipment from adjoining property and public streets, as required by this permit. Plumbing vents, ducts and other appurtenances protruding from the roof of structures shall be placed so that they will not be visible from the front of the property or other major public vantage points. Developer shall include a note on the construction plumbing drawings of exterior elevations to indicate to contractors that roof features shall be grouped and located in the described manner. Roof vents shall be shown on construction drawings and painted to match roof material color. (PL/B, *PL-41*)
73. Developer shall install all roof and building drainpipes and downspouts inside building elements. These items shall not be visible on any exterior building elevations. (PL, *PL-42*)
74. For any exterior utility meter panels, Developer shall paint such panels to match the structure upon which it is located. Such panels shall be located to take advantage of screening (e.g. landscaping or other building elements) from public right-of-ways, to the maximum extent feasible. (PL, *PL-43*)
75. Prior to issuance of a certificate of occupancy, Developer shall remove all construction materials and vehicles from the subject property. (PL/B, *PL-47*)
76. Developer shall stripe loading zones for loading and unloading activities only and post to prohibit storage or other non-loading activity within the loading zone. (PL/B, *PL-49*)

PLANNING DIVISION SPECIAL CONDITIONS

77. These conditions of approval impose specific fees, dedications, reservations and/or other exactions. Pursuant to Government Code Section 66020, the 90-day period in which the Developer or applicant has to protest the imposed fees, dedications, reservations and/or other exactions has begun as of the date that the conditions of approval are approved.
78. Developer shall remove any and all graffiti from the project premises, including but not limited to graffiti within the building, such as in restrooms or fitting rooms, within 24 hours of its appearance. The surface of such affected areas shall be matched to blend in with the underlying colors and/or design, and shall not look like a paint patch. (PL)
79. Before the City issues building permits, Developer shall provide a Graffiti Deterrent Plan, subject to the approval the Planning Division Manager. Such plan shall include such elements as clear film on windows and/or mirrors, as well as washable paint and sealers on the building and perimeter walls. (PL)
80. Developer shall ensure that all construction equipment is maintained and tuned to recommended manufacturer's specifications. (MND, C-1)

81. At all times during construction activities, Developer shall minimize the area disturbed by clearing, grading, earth moving, or excavation operations to prevent excessive amounts of dust. (MND, C-2)
82. During construction, Developer shall water the area to be graded or excavated prior to commencement of grading or excavation operations. Such application of water shall be at least twice per day and shall penetrate sufficiently to minimize fugitive dust during grading activities. (MND, C-3)
83. During construction, Developer shall control dust by the following activities:
 - a. All trucks hauling graded or excavated material offsite shall be required to cover their loads as required by California Vehicle Code §23114, with special attention to Sections 23114(b)(F), (e)(2) and (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads.
 - b. All graded and excavated material, exposed soils areas, and active portions of the construction site, including unpaved onsite roadways, shall be treated to prevent fugitive dust. Treatment shall include, but not necessarily be limited to, periodic watering, application of environmentally-safe soil stabilization materials, and/or roll-compaction as appropriate. Watering shall be done as often as necessary and reclaimed water shall be used whenever possible. (MND, C-4)
84. During construction, Developer shall post and maintain onsite signs, in highly visible areas, restricting all vehicular traffic to 15 miles per hour or less. (MND, C-5)
85. During periods of high winds (i.e. wind speed sufficient to cause fugitive dust to impact adjacent properties), Developer shall cease all clearing, grading, earth moving, and excavation operations to prevent fugitive dust from being a nuisance or creating a hazard, either onsite or offsite. (MND, C-6)
86. The Permittee shall comply with the provisions of applicable VCAPCD Rules and Regulations, which include but are not limited to, Rule 50 (Opacity), Rule 51 (Nuisance), Rule 55 (Fugitive Dust), and Rule 55.1 (Removal of Visible Roadway Accumulations). ((MND, C-7)
87. Developer shall mitigate air quality emissions associated with development of the subject site through a contribution to the City's Transportation Demand Management (TDM) program. Such fee shall be calculated at the time of building permit issuance in accordance with the Ventura County Air Quality Assessment Guidelines, as amended. Such fee shall be collected in full prior to building permit issuance. (MND, C-9)
88. Prior to grading permit approval, Developer shall include on the grading plans a reproduction of all conditions of this permit pertaining to dust control requirements. (PL)
89. Developer shall contract with a Native American monitor to be present during all subsurface grading, trenching or construction activities on the project site. The monitor shall provide a weekly report to the Planning Division summarizing the activities during the reporting

period. A copy of the contract for these services shall be submitted to the Planning Division Manager for review and approval prior to issuance of any grading permits. The monitoring report(s) shall be provided to the Planning Division prior to approval of final building permit signature. (MND, E-2)

90. The community room shall be for the exclusive use of medical clinic employees only, and shall not be available for public use.

ENVIRONMENTAL RESOURCES DIVISION

91. To ensure that solid waste generated by the project is diverted from the landfill and reduced, reused or recycled, Developer shall complete and submit a “City of Oxnard C&D Environmental Resources Management & Recycling Plan” (“Plan”) to the City for review and approval. The Plan shall provide that at least 50% of the waste generated on the project be diverted from the landfill. The Plan shall include the entire project area, even if tenants are pursuing or will pursue independent programs. The Plan shall be submitted to and approved by the Environmental Resources Division prior to issuance of a building permit. The Plan shall include the following information: material type to be recycled, reused, salvaged or disposed; estimated quantities to be processed; management method used; destination of material including the hauler name and facility location. Developer shall use the Plan form.
92. Developer shall follow the approved “City of Oxnard C&D Environmental Resources Management & Recycling Plan” and provide for the collection, recycling, and/or reuse of materials (i.e., concrete, wood, metal, cardboard, green waste, etc.) and document results during construction and/or demolition of the proposed project. After completion of demolition and/or construction, Developer shall complete and submit the “City of Oxnard C&D Environmental Resources Management & Recycling Report For Work Completed” (“Work Completed Report”) and provide legible copies of weight tickets, receipts, or invoices for materials sent to disposal or reuse/recycling facilities. For other discarded or salvaged materials, Developer shall provide documentation, on the disposal facility’s letterhead, identifying where the materials were taken, type of materials, and tons or cubic yards disposed, recycled or reused, and the project generating the discarded materials. Developer shall submit and obtain approval of the Work Completed Report prior to issuance of a certificate of occupancy.
93. Developer shall arrange for materials collection during construction, demolition, and occupancy with the City’s Environmental Resources Division or Developer shall arrange for self-hauling. Regardless of hauling methods, all materials collected must be conveyed to the Del Norte Regional Recycling and Transfer Station.
94. Developer shall make provisions to divert at least 50% of the waste material generated during occupancy through source reduction, recycling, reuse, and green waste programs. Developer shall complete and submit a “City of Oxnard C&D Environmental Resources Management & Recycling Occupancy Plan” (“Occupancy Plan”) to the City’s Environmental Resources Division. An Occupancy Plan must be submitted and approved

prior to issuance of a certificate of occupancy. An Occupancy Plan must be submitted and approved prior to issuance of a certificate of occupancy. A "City of Oxnard C&D Environmental Resources Management and Recycling Occupancy Report" shall be submitted to the Environmental Resources Division annually for approval on the anniversary date of the certificate of occupancy or at any such time that the facility's operational functions change significantly.

95. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer.

DEVELOPMENT SERVICES DIVISION STANDARD CONDITIONS

96. Developer shall pay plan check and processing fees in effect at the time of construction plan submittal and shall pay development fees, encroachment permit fees, and other applicable fees in effect at permit issuance. (DS-1)
97. Developer's Engineer shall design parking lot structural sections based on an analysis of the soils R-value and a traffic index (T.I.) approved by the City Engineer. The minimum structural section for parking lots is two inches of asphalt on four inches of base material. Developer shall indicate the proposed structural section and design T.I. on the site improvement plans. (DS-2)
98. Developer shall have the site improvement plans prepared using standard Development Services Division format(s) by a civil engineer licensed in the State of California. The plans shall incorporate recommendations from soil engineering and geology reports. Prior to issuance of a grading permit, improvement plans must be approved by the City Engineer and ink-on-mylar plans filed with the Development Services Division. (DS-3)
99. Developer shall submit improvement plans and drainage calculations demonstrating that storm drain runoff from the project property and all upstream areas will be safely conveyed to an approved drainage facility. The design and conveyance route shall be compatible with the City's Master Plan of Drainage and shall be approved by the City Engineer prior to approval of improvement plans. (DS-4)
100. Developer shall protect building pads from inundation during a 1% chance (100-year) storm. (DS-5)
101. Developer shall replace all broken, uplifted, or missing curb, gutter, or sidewalk along the street frontage(s) of the project. (DS-6)
102. Before connecting the project to existing sewer and water service laterals, Developer shall inspect (pothole or video) existing lateral(s) and arrange for City staff to view inspection results. Developer shall make repairs to such facilities as determined necessary by City staff. Developer shall bring all existing water services into compliance with current City standards including removal of unused water or sewer laterals by disconnection at the main. (DS-7)

103. Curb cut widths and design shall conform to City ordinances, standards, and policies in effect at the time City issues an encroachment permit. (DS-9)
104. Developer's site improvement plans shall include an on-site sewer plan. (DS-10)
105. Developer shall provide fire hydrants such that all points of all structures are within one hundred fifty (150) feet of a fire hydrant, or as otherwise approved by the Fire Department. Fire hydrant line improvements shall be designed in accordance with City standards and shown on the civil site improvement plans prior to issuance of a site improvement/grading permit. Developer shall provide the City with an easement over onsite waterlines using standard City format. (DS-11)
106. Developer shall install on-site and off-site electric, cable, telephone and similar utility service laterals underground in accordance with City ordinances in effect at the time City issues a building permit. Services shall be installed underground to the nearest suitable riser pole as determined by the appropriate utility service provider. (DS-12)
107. Developer shall enter into an agreement, approved as to form by the City Attorney, to install and construct all public improvements required by this permit and by the City Code. Developer shall post security satisfactory to the Finance Director, guaranteeing the installation and construction of all required improvements within the time period specified in the agreement or any approved time extension. (DS-14)
108. A California licensed civil engineer shall prepare the public improvement plans and documents for this project in accordance with City standards and shall submit all such plans to the City Engineer. Submittal shall include, but not necessarily be limited to, grading, street, drainage, sewer, water and other appurtenant improvement plans, construction cost estimates, soils reports, and all pertinent engineering design calculations. City will not approve a parcel map or final map nor issue a grading, site improvement or building permit until the City Engineer has approved all improvement plans. (DS-15)
109. Prior to issuance of a site improvement permit, Developer shall provide to the Development Services Division a compact Disc (CD) containing digital copies of all project maps, address map, and/or civil improvements drawings in DWG format. Prior to improvement bond release, Developer shall provide an updated CD containing all changes that occur during construction. (DS-16)
110. Developer shall process permanent master planned improvements that are eligible for reimbursement in accordance with City policies, resolutions, and ordinances in effect at the time of recordation of the final map or parcel map or if there is no map, then at the time of public improvement plan approval. (DS-17)
111. Developer shall provide all necessary easements for streets, highways, alleys, sidewalks, parkways, landscaping, utilities, drainage facilities, or other improvements as required by City. If such easements cannot be obtained from the property owner by negotiation, City

- may acquire them at the expense of Developer by exercise of the power of eminent domain. Developer shall bear all costs of eminent domain proceedings, including appraisal, acquisition, attorney's fees, and court costs. Before City issues a site improvement permit, Developer shall dedicate all required easements to City. (DS-19)
112. Developer shall remove graffiti from the project, including graffiti on offsite public infrastructure under construction by Developer, within 24 hours of its appearance. If Developer fails to remove graffiti in accordance with this condition, the City may at the discretion of the Development Services Manager issue a stop work order until such time as the graffiti is removed. (DS-20)
113. The conditions of this resolution shall prevail over all omissions, conflicting notations, specifications, dimensions, typical sections, and the like, that may or may not be shown on the improvement plans. (DS-21)
114. Developer shall pay the cost of all inspections of on-site and off-site improvements. (DS-22)
115. Developer shall be responsible for all project-related actions of Developer's employees, contractors, subcontractors, and agents until City accepts the improvements. (DS-23)
116. Prior to beginning construction, Developer shall designate in writing an authorized agent who shall have complete authority to represent and to act for Developer. The authorized agent shall be present at the work site whenever work is in progress. Developer or the authorized agent shall make arrangements acceptable to City for any emergency work. When City gives orders to the authorized agent to do work required for the convenience and safety of the general public because of inclement weather or any other cause, and the orders are not immediately acted upon by the authorized agent, City may do or have such work done by others at Developer's expense. (DS-24)
117. "Standard Specifications for Public Works Construction" latest edition (including modifications thereto by City) and applicable City Standard Plates and Design Criteria shall be the project specifications, except as noted otherwise on the approved improvement plans. City reserves the right to upgrade, add to, or revise these specifications and plans and all other City ordinances, policies, and standards. If the improvements required of this project are not completed within 12 months from the date of City's approval of the improvement plans, Developer shall comply with and conform to any and all upgraded, additional or revised specifications, plans, ordinances, policies and standards. (DS-27)
118. Developer shall retain a California licensed Civil Engineer to ensure that the construction work conforms to the approved improvement plans and specifications and to provide certified "as-built" plans after project completion. Developer's submittal of certified "as-built" plans is a condition of City's final acceptance of the project and release of any associated security. (DS-29)
119. All grading shall conform to City's standard grading notes, City Code, and recommendations of Developer's soils engineer as approved by the City Engineer. (DS-30)

120. Developer shall construct sufficient drainage facilities concurrent with rough grading operations to mitigate any potential flooding or erosion affecting adjacent properties and public rights-of-way. (DS-31)
121. Storm drain, sewer and water facilities shall conform to applicable City Master Plans. Developer shall prepare plans for these facilities in accordance with City's engineering design criteria in effect at the time of improvement plan submittal. Developer shall submit plans with pertinent engineering analyses and design calculations for review and approval by the City Engineer prior to issuance of a site improvement permit. (DS-34)
122. Developer shall design project grading to convey stormwater to a street, alley, or approved drain so that there are no undrained depressions. (DS-35)
123. Prior to issuance of a site improvement permit, Developer shall provide to the City Engineer easements or written consent (as determined appropriate by the Development Services Director) from all affected landowners for any diversion of historical flows or change in drainage conditions caused by the project. (DS-36)
124. Developer shall dispose of sewage and solid waste from the project by City's wastewater and solid waste systems in a manner approved by the City Engineer. (DS-38)
125. Developer shall install water mains, fire hydrants and water services in conformance with City standard plates, design criteria and specifications as directed by the City Engineer. (DS-41)
126. Developer shall install City approved backflow prevention devices for water connections if so ordered by the City Engineer. (DS-45)
127. Prior to designing the water system for the project, Developer shall have a certified fire flow test performed to determine existing water pressure and flow characteristics. The water system shall be designed to allow for a 10 psi drop in the static water pressure measured during the fire flow test. After construction and before City issues a certificate of occupancy, the City Engineer may require a second test. Developer shall obtain permits from the City Engineer prior to performing tests. Developer shall have all tests certified by a mechanical, civil, or fire protection engineer and provide written results of all tests to the City Engineer. (DS-47)
128. Developer shall dedicate and improve to City standards all sidewalks, parkways, streets, alleys, utilities and street appurtenances as directed by the Development Services Director. City will name all streets in accordance with adopted City guidelines. (DS-49)
129. Street and road improvements shall conform to City standard plates, design criteria and policies. Improvements shall include upgrading of existing pavement along the project frontage to City standards by removing and replacing or overlaying, as directed by the City Engineer. (DS-51)

130. Developer shall improve all streets, alleys, sidewalks, curbs, and gutters adjacent to the project in accordance with City standards, as necessary to provide safe vertical and horizontal transitions. (DS-52)
131. Developer shall provide soils reports, "R" value tests, and compaction tests for all streets. Determination of the actual structural sections shall be based on City's design procedure, "R" value tests of in-place soils, and approved traffic indices. (DS-53)
132. Developer shall install all water, gas, sewer, storm drain, electrical, cable television, and telephone lines before any paving is placed. (DS-54)
133. Developer shall submit a landscape irrigation plan prepared by a licensed professional, showing proper water meter size, backflow prevention devices, and cross-connection control. (DS-59)
134. Developer shall be responsible for and bear the cost of replacement of all existing survey monumentation (e.g., property corners) disturbed or destroyed during construction, and shall file appropriate records with the Ventura County Surveyor's Office. (DS-64)
135. Developer shall construct a concrete apron along the length of the trash enclosure opening that extends a minimum of 15 feet from the face of the enclosure. (DS-69)
136. Developer shall provide adequate vehicle sight distance as specified by CalTrans specifications at all driveways and intersections. (TR-71)
137. Developer shall install bike racks in accordance with City standards at locations approved by City Traffic Engineer. (TR-73)
138. Prior to issuance of a building permit, all traffic signal, pavement marking and sign plans shall be prepared by a registered California traffic engineer and approved by the City Engineer prior to issuance of a grading, site improvement or a building permit. (TR-74)

STORMWATER QUALITY CONDITIONS

139. Developer shall design project to minimize degradation of stormwater quality by complying with the applicable sections of the Los Angeles Regional Water Quality Control Board's municipal separate storm sewer system ("MS4") permit (Order R4-2010-0108 including all revisions) for new development and redevelopment projects. Developer shall submit stormwater quality calculations and associated construction plans demonstrating compliance with the MS4 permit. Calculations shall generally be organized to follow the steps outlined in Chapter 2 of the 2011 Technical Guidance Manual for Stormwater Control Measures ("2011 TGM"). (DS-78)
140. Developer shall construct double-bin trash enclosures (one bin for recycle use) with a solid non-combustible roof (8-foot minimum clearance) that prevents stormwater from entering

the refuse bins. Developer shall construct all other components of the trash enclosure in accordance with the approved City Standard Plan on file with the Development Services Division. Developer shall finish the trash enclosure to match the major design elements of the main structure subject to approval by the Planning Division. The location and configuration of the enclosure shall be approved by the Environmental Resources Division. All site refuse bins shall be stored in an approved enclosure. No objects other than refuse bins may be stored in the enclosure without the written permission of the Environmental Resources Division. (DS-79)

141. Developer's stormwater quality calculations shall include site specific analysis and recommendations from a geotechnical engineer, and if applicable, a landscape architect for design and implementation of stormwater treatment and infiltration devices. Geotechnical Engineering analysis and recommendations shall include, but not necessarily be limited to, determination of site specific soil infiltration rates, depth to permeable soil layers, methods to reach permeable soil layers, appropriate compaction rates, recommendations to enhance infiltration, and other requirements of the 2011 TGM. Landscape architectural recommendations shall include, but not necessarily be limited to, suggestions regarding appropriate vegetation and soil amendments for vegetated infiltration devices. Project plans shall implement approved design recommendations. (DS-81)
142. Using forms provided by the Development Services Division, Developer shall submit a stormwater quality control measures maintenance and operations plan ("the Plan") for this project. If the BMPs implemented with this project include proprietary products that require regular replacement and/or cleaning, Developer shall provide proof of a contract with an entity qualified to provide such periodic maintenance. The property owner is responsible for the long-term maintenance and operation of all BMPs included in the project design. Upon request by City, property owner shall provide written proof of ongoing BMP maintenance operations. No grading or building permit shall be issued until the Development Services Manager approves the Plan and Developer provides an executed copy of the City's stormwater covenant with the Plan included as an exhibit for recordation by the City. (DS-82)
143. Developer's stormwater quality control measures maintenance and operations plan shall include: 1) Requirement to clean on-site storm drains at least twice a year; once immediately before the first of October (the beginning of the rainy season) and once in January. The City Engineer may require additional cleaning; 2) Requirement to maintain parking lots free of litter and debris. Developer shall sweep sidewalks, drive aisles, and parking lots regularly to prevent the accumulation of litter and debris. When swept or cleaned, debris must be trapped and collected to prevent entry into the storm drain system. Developer may not discharge any cleaning agent into the storm drain system; 3) Requirement to label all on-site storm drain inlets with the message "Don't Dump - Drains to Ocean" in accordance with City standards. (DS-83)
144. Developer's engineer shall submit written confirmation that the project landscape drawings comply with the landscape requirements of the Technical Guidance Manual for Stormwater

Quality Control Measures for all landscape based stormwater quality best management practices. (DS-84)

145. Developer shall provide pre-treatment for all infiltration based stormwater quality Best Management Practices (“BMPs”). Pre-treatment devices must effectively reduce sediment load entering infiltration BMPs to minimize occlusion of underlying soils and reduce long term maintenance requirements and thereby maintain the infiltration capacity of the BMP. 2011 TGM compliant pre-treatment such as vegetated swales are an approved form of pre-treatment. Proprietary pre-treatment devices must be capable of removing 80% of 50 micron particles to be considered adequate pre-treatment. Typical catch basin inserts do not provide the sufficient sediment storage to provide pre-treatment. (DS-85)
146. Prior to issuance of a grading, building or demolition permit and prior to commencement of any clearing, grading or excavation, Developer shall provide evidence of assignment of a permit identification number by the California State Water Resources Control Board indicating submittal of a Notice of Intent (NOI) by the Developer in accordance with the NPDES Construction General Permit. Developer shall comply with all requirements of the General Permit and the Ventura Countywide MS4 Permit, including preparation of a Stormwater Pollution Prevention Plan (SWPPP). Developer shall keep the SWPPP updated to reflect current site conditions and a copy of the SWPPP shall be kept onsite and available for City or designated representative to review upon request. (DS-86)

DEVELOPMENT SERVICES DIVISION SPECIAL CONDITIONS

147. Developer shall pay to the County of Ventura a road mitigation fee in accordance with the agreement between the City and the County of Ventura. Proof of payment shall be provided to the Development Services Division prior to issuance of a building permit. (DS-105)
148. Developer shall widen Staham Boulevard along the project frontage and construct a northbound right turn lane at the Oxnard Boulevard intersection generally as shown on the engineering site plan. The widening shall accommodate (starting at the existing median curb) one 10-foot northbound left turn lane, two 12-foot northbound through lanes, one 12-foot northbound right turn lane, curb, gutter and sidewalk. Final alignment details to be approved by the City Engineer. (DS)
149. Prior to issuance of a grading/site improvement permit, Developer shall dedicate sufficient additional right-of-way along Statham Boulevard to place the property line at the back of sidewalk. (DS)
150. Developer shall widen Oxnard Boulevard along the project frontage (including a bus pull-out) to provide a 5-foot paved shoulder adjacent to the median, two 12-foot southbound vehicle lanes, an 8-foot shoulder, curb, gutter and sidewalk. Final alignment details to be approved by the City Engineer. (DS)
151. Developer shall extend the proposed Oxnard Boulevard sidewalk to end at the southerly property line. Developer shall install a barricade with signage at the termination of the

- sidewalk. Developer shall also install a warning sign near Statham Boulevard indicating that the sidewalk ends ahead. Final design to be approved by the City Engineer. (DS)
152. Developer shall construct the Oxnard Boulevard bus pull-out in general conformance with City standard plate 200 including a minimum 8-foot sidewalk against the curb. The final design shall include additional sidewalk width (approximately 4-feet wide by 30-feet long) to provide sufficient area for a future shelter and street furniture. Developer shall dedicate an easement to the City that encompasses the entire sidewalk width. Final sidewalk design to be approved by the City Engineer. (DS)
 153. Developer shall construct independent connections and water lines to serve a) onsite fire hydrant system; b) fire sprinkler service; and c) each water meter lateral. Developer shall dedicate a water line easement over the fire hydrant system in conformance with City design standards and policy. (DS)
 154. Developer shall relocate proposed water lines such that they do not traverse areas proposed for tree plantings. Final location subject to approval of the City Engineer. (DS)
 155. Developer shall design all slopes steeper than 5 (horizontal) to 1 (Vertical) with a minimum 24-inch wide level area (at both top and bottom of slope) where it adjoins a wall, fence, sidewalk, trail, curb or similar improvement. (DS)
 156. Developer shall install landscaping in code required finger planters. Sidewalks may be placed adjacent to the required 8-feet of landscaping but cannot replace the required landscaping. (DS)
 157. The percolation tests for this project shall include implementation of the reduction factor specified in the "Guidelines for Design, Investigation, and reporting for Low Impact Development Stormwater Infiltration" published in the Administrative Manual of the County of Los Angeles Department of Public Works. This reduction factor is in addition to the safety factor specified in the Technical Guidance Manual. (DS)
 158. Developer's geotechnical engineer shall perform percolation tests on the exposed bottom of each (unless otherwise approved by the City Engineer) infiltration facility immediately prior to facility construction and provide the City with a written opinion that the exposed soil layer is suitable for the proposed infiltration facility based on review of the existing geotechnical reports, percolation tests, infiltration facility design, and characteristics of the exposed soil layer. The report shall be reviewed and approved by the project civil engineer. (DS)
 159. Concurrent with grading/site improvement plans and drainage calculations, Developer shall provide an engineering study that demonstrates that sufficient capacity exists (or will exist) in the downstream storm drain conveyance system to accommodate the proposed increase in stormwater runoff. The evaluation shall include capacity calculations for street flow upstream of the receiving catch basin(s). Developer shall construct all improvements

- determined to be necessary to provide sufficient storm water capacity to meet City design standards during 10% and 1% chance events. (DS)
160. Project drainage report shall include an evaluation of the stormwater conveyed to the existing underdrain located at the southerly end of the project's Oxnard Boulevard frontage. Developer shall design and construct all improvements necessary to convey stormwater from this underdrain and the proposed Oxnard Boulevard improvements along the project frontage to a safe point of discharge. Final design is subject to approval of the City Engineer. (DS)
 161. Developer shall locate all infiltration facilities a minimum of 10-feet from all public water lines. (DS)
 162. Developer's engineer shall submit an updated post-construction stormwater quality report that complies with all requirements of the adopted Technical Guidance Manual for approval by the City Engineer. Revisions shall include, but not necessarily be limited to, providing a) pre-treatment for infiltration facilities; b) providing treatment for the 5% Effective Impervious Area and pervious portion of the site; c) compliance with the maximum drain down time parameters; and d) partitioning of the hydrology calculations based on infiltration area. (DS)
 163. Developer shall comply with City Code Chapter 21 regarding placement of utilities underground. This includes constructing all new services underground and payment of in-lieu fees for smaller projects. (DS)
 164. Developer shall modify the traffic signal at the intersection of Oxnard Boulevard and Statham Boulevard. Modification shall include installation of advance and intersection loop detectors on the eastbound and westbound lanes of Oxnard Boulevard, installation of loop detectors on the new northbound right turn lane along Statham Blvd., replacement of the existing overhead street name signs with new City standard street name signs on all signal mast arms, retrofit of existing intersection safety lighting with LED lighting, replacement of all 8" traffic signal heads with standard 12" signal heads, replacement of all pedestrian signal heads with standard countdown pedestrian heads, replacement of the existing traffic signal pole and signal mast arm to accommodate the protected westbound left-turn lane on Oxnard Boulevard, and installation of emergency vehicle detection (EMTRAC) system. All conduits shall be 3" minimum diameter and all wires shall be cable. (TR)
 165. Developer shall install video detection at the Oxnard Boulevard/Statham Boulevard intersection. Specifications for the video detection system shall be submitted for approval by the City Traffic Engineer. (TR)
 166. All traffic signal pull boxes shall comply with the City's ITS program. (TR)
 167. Developer shall upgrade the existing Oxnard Boulevard/Statham Boulevard intersection to provide ADA compliant pedestrian crossings on all four legs of the intersection. Improvements shall include, but not necessarily be limited to, restriping of all existing

crosswalks, installation of additional pavement at the median to provide a fully paved crosswalk and compliant access ramps. (TR)

PASSED AND ADOPTED this 17th day of December, 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

Appeal of the Planning Commission's Decision to Uphold Approval a new Clinicas Medical Office Building at 2001 Statham Boulevard,

Jeffrey Lambert, Community Development Director
Jay Dobrowalski, Senior Planner

City Council Meeting
December 17, 2019



1

Planning Commission Approved Project Description

Special Use Permit for a 41,024 square-foot two-story medical office building. Request includes three deviations from City Code standards:

1. Reduction in number of parking spaces (from 205 to 191),
but only 127 provided on-site and 64 to be provided off-site.
2. Reduction in number of loading zones (from 2 to 1)
3. Increase in maximum building height (from 35' to 40'6")

Includes off-site improvements

Revised Project Description

Special Use Permit for a 34,074 square-foot two-story medical office building. Request includes three deviations from City Code standards:

1. Reduction in number of parking spaces (from 170 to 135) with 135 provided on-site.
2. Reduction in number of loading zones (from 2 to 1)
3. Increase in maximum building height (from 35' to 40'6")

Includes off-site improvements

3

Executive Summary

The project has been redesigned with:

- A smaller building and
- An increase in the number of on-site parking spaces.
- Required parking is provided onsite.

The Appeal was filed related to off-site parking requirements.

The redesigned project does not require off-site parking, but still necessitates a reduction in the number of parking spaces.

Therefore, staff recommends Council deny the appeal and uphold approval of the redesigned project.

4

Project Location



5

Land Use and Zoning

2030 General Plan:
General Commercial (CG)



Zoning Designation:
General Commercial,
Planned Development (C-2-PD)



6

Surrounding Land Uses



7

Background: Planning Commission Hearings

February 21, 2019:

Concerns about parking - Request to reduce the project size

June 20, 2019:

Project required off-site parking

Concerns about parking - Request to reduce the project size

July 28, 2019:

Project approved subject to conditions of approval

Applicant appealed decision to CC

8

Background: City Council Hearings

September 3, 2019

Hearing to consider appeal

Concerns about parking

Item continued for applicant to revise parking study

December 17, 2019:

Applicant reduced the size of the building

Revised project requires less parking

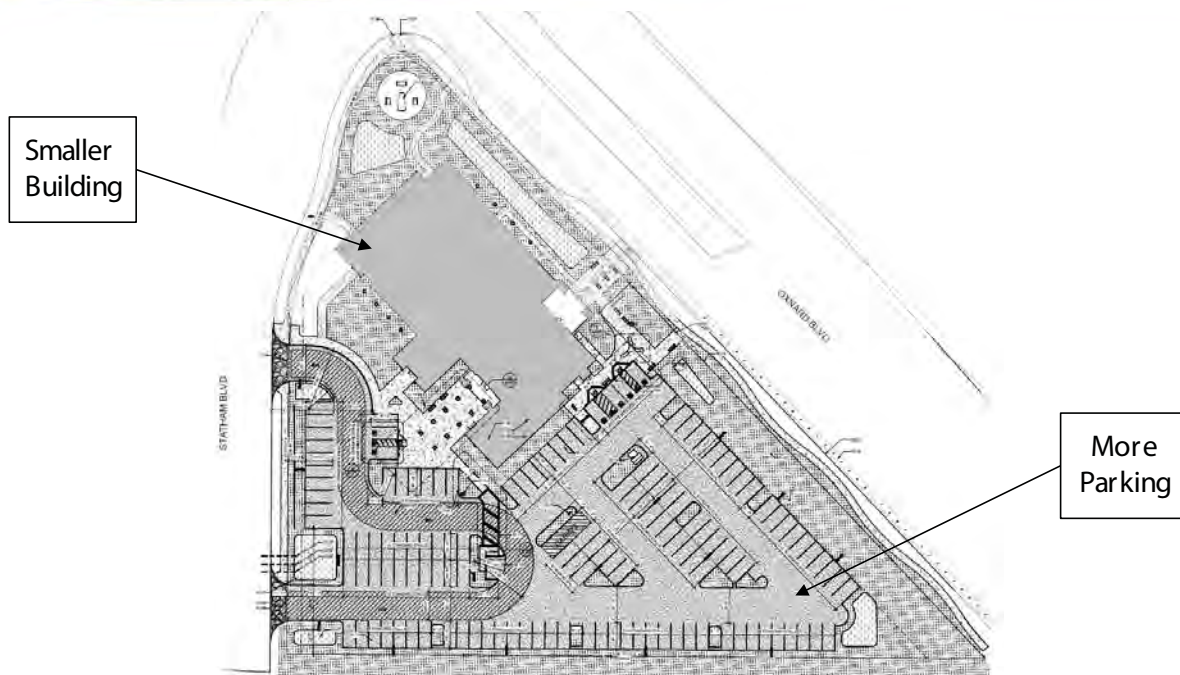
Supplemental parking analysis submitted

Staff recommends approval of revised project

Parking Study

- City Code requires 170 off-street spaces
- Project provides 135 off-street spaces, which is in excess of the parking recommended in the parking study
- Parking Study
 - Indicates required parking is excessive and recommends 133 off-street spaces
 - Indicates facility will operate adequately with one loading space
 - Supported by City Traffic Engineer

Revised Project Site Plan



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Appeal

Applicant's Grounds of Appeal:

1. Ordinance requires signed covenant
2. May not begin construction without covenant
3. Signage for off-site parking
4. City requests 5th parking study
5. Condition to vacate property if parking is not maintained

Revised project does not required off-site parking, therefore all grounds of the appeal have been resolved.

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Conditions

CofA #95:

Community Room for use of employees only

CofA #150:

Developer shall construct roadway improvements

CofA #167:

Developer shall construct Oxnard/Statham intersection ADA upgrades

Environmental Review

- Exempt from California Environmental Quality Act (CEQA)
Section 15332 (Class 32)
- Project is infill development

Recommendation

That the City Council adopt a resolution denying the appeal and upholding a revised version of the Planning Commission's approval of Planning and Zoning Permit No. 17-500-19 (Special Use Permit) authorizing the construction of a smaller 34,074 square-foot medical office building, Subject to certain findings and conditions.

The project requires:

1. A reduction in the number of on-site parking spaces justified by a parking study;
2. A reduction in the number of loading and unloading parking spaces; and
3. An increase in the maximum allowable building height



Discussion

Building Height

- Additional height (above 35 ft) may be approved with SUP
- Applicant requests additional height for:
 - Parapet wall (to 38 ft 1 in) to screen rooftop equipment
 - Tower element (to 40 ft 6 in) to articulate entrance
- Highest element of building is above entranceways
- Building design recommended by DAC
- Planning Commission supported the additional height
- Staff recommends approval of additional height

17

Building Height



18

Building Elevations



19

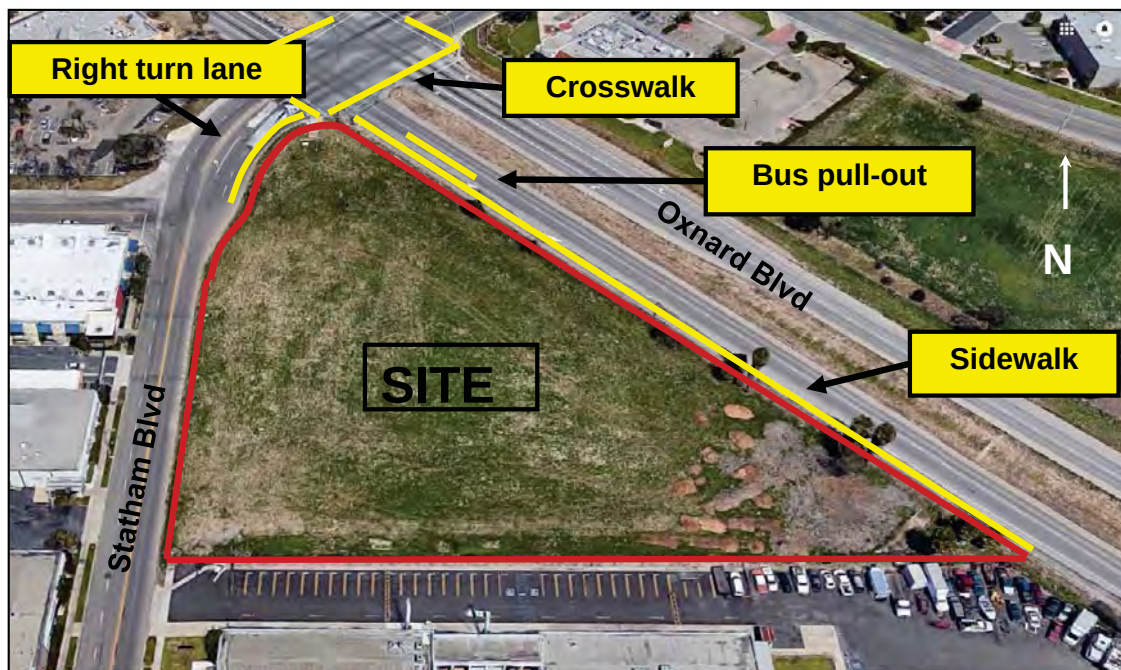
Roadway Improvements

On- and off-site improvements:

- Widen Statham Blvd along property frontage; construct northbound right turn lane at Oxnard Blvd intersection
- Widen Oxnard Blvd along property frontage (including bus pull-out)
- Extend Oxnard Blvd sidewalk to end at the southerly property line
- Construct water/sewer lines
- Modification to traffic signal at intersection of Oxnard Blvd and Statham Blvd; installation of video detection; ADA compliant pedestrian crossings
- Pave Oxnard Blvd

20

Roadway Improvements



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Ground of Appeal #1

Applicant's Grounds:

1. Zoning Code requires a signed and recorded covenant for off-site parking in perpetuity.
2. Code limits the property from using their parking lot for special events during CDCR's working hours.

Staff Response:

The revised project does not require off-site parking; that condition has been removed from Resolution.

This ground of appeal has been resolved.

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Ground of Appeal #2

Applicant's Ground:

Applicant may not begin construction without recorded covenant.

Staff Response:

The revised project does not require off-site parking; that condition has been removed from Resolution.

This ground of appeal has been resolved.

Ground of Appeal #3

Applicant's Ground:

Condition of approval requires signage for off-site parking.

Staff Response:

The revised project does not require off-site parking; that condition has been removed from Resolution.

This ground of appeal has been resolved.

Ground of Appeal #4

Applicant's Grounds:

City is requesting a 5th parking study for this project.

Staff Response:

Applicant has submitted a supplemental parking analysis. City Traffic Engineer concurs with analysis, and staff recommends City Council grant the requested parking relief. No further parking study is required.

This ground of appeal has been resolved.

Ground of Appeal #5

Applicant's Grounds:

Facility must be vacated if covenant with nearby property is not maintained.

Staff Response:

The revised project does not require off-site parking; that condition has been removed from Resolution.

This ground of appeal has been resolved.



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. K.1.

DATE: December 17, 2019

TO: City Council

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

SUBJECT: Resolutions Approving Successor Memoranda of Understanding with Service Employees International Union and International Union of Operating Engineers. (10/5/5)

RECOMMENDATION

That the City Council approve the attached resolutions approving successor Memoranda of Understanding with Service Employees International Union and International Union of Operating Engineers.

BACKGROUND

Service Employees International Union (SEIU) represents administrative and technical employees who primarily work in office environments. International Union of Operating Engineers (IUOE) represents employees who work primarily in field operations including those who work at the Water Plant, Wastewater Plant, and the Materials Recovery Facility (MRF). The combined number of employees represented by these two bargaining units is approximately 700 or 50% of the City's workforce.

This round of employee bargaining began with the contract with the public safety units. The approved primary goal with those units and all employee units has been to increase the City's contribution to the medical plan. The City has consistently lagged in the market in terms of contributions towards the medical plan, which has been a stated reason why candidates have foregone choosing Oxnard as their next employer. The lack of medical contribution has also led employees in some of our key positions to make the decision to leave the City in favor of going to other employers within a commutable distance from Oxnard.

DISCUSSION

SEIU and IUOE have worked with City management since July 2019 to develop successor Memoranda of Understanding (MOUs). The specific changes to these MOUs are as follows:

SEIU

Medical

Beginning with the first pay period in January 2020, the City shall increase its contribution to the medical plan from \$719.36 per month to \$993.91 per month which is a \$274.55 per month increase in year one. Beginning with the first full pay period in January 2021, the City will increase its contribution by \$274.55 for a total new monthly contribution of \$1268.46. Beginning with the first full pay period of January 2022, the City will increase its contribution to the medical plan by \$274.54 for a new monthly contribution of \$1543.00.

For those employees who waive the medical, the City will contribute the following per month in each plan year

beginning with the first full pay period in January 2020.

Year 1 - \$893.91

Year 2 - \$1068.46

Year 3 - \$1243.00

In the final year of the contract if the bargaining group does not obtain and maintain a 70% participation then the “waive” will be reduced to \$900 per month in the subsequent benefit year.

Deferred Compensation

Beginning with the first full pay period in January 2020 the City will contribute 1% of employee base pay into a 401(a) deferred compensation plan.

Bilingual Pay

Beginning with the first full pay period following Council approval the City will enact a three tier bilingual pay system. Currently the City has only one level of bilingual pay where once the employee is certified they receive \$20 per pay period for performing bilingual services. The City will now increase that level of compensation per pay period to the following:

Tier 1 - \$50

Tier 2 - \$100

Tier 3 - \$125

Tier one is translating at the most basic level. Tier two requires more advanced translation coupled with the ability to read and write. The highest level is reserved for extremely accurate verbal and written translation such that the translator may be called upon to translate at an internal hearing. Employees who are certified and are receiving compensation will be required to re-test every three years to ensure they are maintaining their skill set to the level that they are being compensated. The City uses a company that specializes in certifying people for translation services.

IUOE

Medical

Beginning with the first pay period in January 2020, the City shall increase its contribution to the medical plan from \$470.34 per month to \$827.89 per month which is a \$357.55 per month increase in year one. Beginning with the first full pay period in January 2021, the City will increase its contribution by \$357.55 for a total new monthly contribution of \$1,185.44. Beginning with the first full pay period of January 2022, the City will increase its contribution to the medical plan by \$357.56 for a new monthly contribution of \$1543.00.

For those employees who waive the medical, the City will contribute the following per month in each plan year beginning with the first full pay period in January 2020.

Year 1 - \$727.89

Year 2 - \$985.44

Year 3 - \$1243.00

In the final year of the contract if the bargaining group does not obtain and maintain a 65% participation then the “waive” will be reduced to \$900 per month in the subsequent benefit year.

Deferred Compensation

This change is the same as SEIU's deferred compensation change.

Bilingual Pay

This change is the same as SEIU's bilingual pay change.

Standby Pay

The City shall increase its uncontrolled standby pay from \$1.25 per hour to \$2.00 per hour. Uncontrolled standby is used by departments where the need exists to have employees available to respond back their work location should a need arise that can't wait until the next regular work day. This is most commonly used at the Waste Water and Water Treatment plants where treatment activities occur on a 24 hours 365 days per year basis. This dollar amount has not been increased in approximately 15 years, and the City has found that many of its competitors in labor market are now paying above \$1.25 per hour.

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 financial impact may be depicted in two ways. One is a year over year cost increase, which is what is used predominantly in the labor relations field. There are jurisdictions within Ventura County that depict their employee costs in this manner, and that is what has been presented to Council in prior MOU agenda items. This methodology shows what the increased cost is as compared with the previous year.

Using this methodology, the SEIU impact in Year 1 will be \$1,384,907, the impact in Year 2 will be an additional \$941,145, and the impact in Year 3 will be a further \$941,106, for a total impact of \$3,267,158, as shown in the SEIU chart below.

LABOR COSTING METHODOLOGY

Group	Calendar Year 2020	Calendar Year 2021	Calendar Year 2022	3 Year Total
SEIU	\$ 1,384,907	\$ 941,145	\$ 941,106	\$ 3,267,158
Totals	\$ 1,384,907	\$ 941,145	\$ 941,106	\$ 3,267,158
% Increase	6.48%	4.40%	4.40%	<u>15.29%</u>

The IUOE impact in Year 1 will be \$1,680,972, the impact in Year 2 will be an additional \$1,296,985, and the impact in Year 3 will be a further \$1,297,026, for a total impact of \$4,274,983, as shown in the IUOE chart below.

LABOR COSTING METHODOLOGY

Group	Calendar Year 2020	Calendar Year 2021	Calendar Year 2022	3 Year Total
IUOE	\$ 1,680,972	\$ 1,296,985	\$ 1,297,026	\$ 4,274,983
Totals	\$ 1,680,972	\$ 1,296,985	\$ 1,297,026	\$ 4,274,983
% Increase	7.69%	5.93%	5.93%	<u>19.54%</u>

The other methodology is more common for budget and finance professionals, who compare all of the financial costs of that contract to the base year (pre-contract). This methodology compounds the increased costs over the

term of the entire contract. In the case of the agreements presented here, this would be comparing the increase in costs in the first year (calendar year 2020, in this case) to the budgeted cost of the group in the previous year (calendar year 2019), the increase in costs in calendar year 2021 to the budgeted cost of the group in calendar year 2019, and the increase in costs in calendar year 2022 to the budgeted cost of the group once again in calendar year 2019.

Using this methodology, the budget impact for SEIU in calendar year 2020 will be \$1,384,907, the impact in calendar year 2021 will be \$2,326,052, and the impact in calendar year 2022 will be \$3,267,158, for a total three-year impact of \$6,978,118, as shown in the table below.

BUDGET METHODOLOGY (CUMULATIVE)

Group	Calendar Year 2020	Calendar Year 2021	Calendar Year 2022	3 Year Total
SEIU	\$ 1,384,907	\$ 2,326,052	\$ 3,267,158	\$ 6,978,118
Totals	\$ 1,384,907	\$ 2,326,052	\$ 3,267,158	\$ 6,978,118
% Increase (Cumulative)	6.48%	10.89%	<u>15.29%</u>	

For IUOE, the budget impact in calendar year 2020 will be \$1,680,972, the impact in calendar year 2021 will be \$2,977,957, and the impact in calendar year 2022 will be \$4,274,983, for a total three-year impact of \$8,933,912, as shown in the table below.

BUDGET METHODOLOGY (CUMULATIVE)

Group	Calendar Year 2020	Calendar Year 2021	Calendar Year 2022	3 Year Total
IUOE	\$ 1,680,972	\$ 2,977,957	\$ 4,274,983	\$ 8,933,912
Totals	\$ 1,680,972	\$ 2,977,957	\$ 4,274,983	\$ 8,933,912
% Increase (Cumulative)	7.69%	13.61%	<u>19.54%</u>	

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Steve Naveau, Human Resources Director

ATTACHMENTS

1. SEIU MOU Resolution
2. SEIU MOU
3. IUOE MOU Resolution
4. IUOE MOU
5. SEIU and IUOE MOUs Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE SERVICE EMPLOYEES INTERNATIONAL UNION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT

WHEREAS, the Service Employees International Union is the recognized representative for administrative and technical employees; and

WHEREAS, the City's memoranda of understanding with the Service Employees International Union expired September 30, 2019; and

WHEREAS, representatives of the City met and conferred in good faith with representatives of the Service Employees International Union concerning wages, hours, terms, and conditions of employment for employees in the bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreement with the Service Employees International Union attached as "Memorandum of Understanding between City of Oxnard and Service Employees International Union Local 721, CLC" (dated October 1, 2019 through June 30, 2022), which sets forth the modified terms and conditions of employment for this bargaining unit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the agreement is adopted and the City Manager and/or his or her designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the Memorandum of Understanding on behalf of the City.

PASSED AND ADOPTED this 17th day of December 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen Fischer, City Attorney

7621-16-HR

MEMORANDUM OF UNDERSTANDING

between
CITY OF OXNARD
and

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721, CLC

October 1, 2019 – June 30, 2022

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the City of Oxnard (City) and the Service Employees International Union CTW, CLC, Local 721, (SEIU Local 721), and represents the full and complete agreement of City and SEIU Local 721 for the term hereof concerning wages, hours, and terms and conditions of employment.

*ARTICLE 1**IMPLEMENTATION*

City staff agrees to recommend to the City Council and SEIU Local 721 representatives agree to recommend to its members the adoption and approval, respectively, of this MOU. City and SEIU Local 721 agree that this MOU shall not be binding, either in whole or in part, unless and until approved by the membership of SEIU Local 721 and duly adopted by the City Council.

*ARTICLE 2**RECOGNITION*

This MOU shall apply only to regular full-time and regular part-time employees to the extent provided for in Article 30, herein, occupying positions in the classifications specified as comprising the Professional, Technical & Administrative Support Unit (Unit) as specified in the attachment (A) "Classification and Salary Listing" which may be periodically updated with both parties concurrence.

*ARTICLE 3**CITY RIGHTS*

SEIU Local 721 recognizes that City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, subject to this MOU. SEIU Local 721 recognizes that the City Manager and Department Directors have and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this MOU. SEIU Local 721 recognizes that the exclusive rights of City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of services to be offered to the public, and, through its City Manager and Department Directors to exercise control and discretion over its organization and operations, to establish and implement administrative regulations and employment rules and regulations consistent with law and the specific provisions of this MOU, to direct employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and numbers and kinds of personnel by which City's services are provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

ARTICLE 4

SEIU LOCAL 721 RIGHTS

1. Release Time for Stewards

City agrees that the stewards of SEIU Local 721 have the right to paid release time for the time spent representing an employee under the grievance procedure and the disciplinary action procedure herein subject to the following:

a) SEIU Local 721 may designate up to twelve (12) Unit employees as stewards and shall in writing notify the City Manager and Human Resources Director of such designations. There shall be no obligation on City to change or adjust normal program scheduling or assignments of employees as a result of such designations. Employees may select a steward of choice from those twelve (12) Unit employees listed in the writing by the City Manager and Human Resources Director.

b) One such steward may, when SEIU Local 721 is designated in writing by an employee as his/her representative, attend mutually scheduled grievance or disciplinary action meetings and hearings with Department Directors without loss of pay or benefits. In no event shall the steward use this paid release time for any other purpose, such as gathering information, interviewing the subject employee or witnesses, or preparing a presentation.

c) City shall authorize stewards and/or officers to be able to attend employer-employee relations seminars. The stewards and/or officers may use available vacation leave or compensatory time off to account for the absence from work. Requests for attendance at such events must be submitted to the City Manager at least 10 working days in advance of the event, or the City Manager may deny the request.

2. SEIU Local 721 Staff Representatives

SEIU Local 721 staff representatives shall be admitted to the buildings and grounds of City during working hours for the purpose of assisting in the resolution of grievances or disciplinary actions, so long as such admittance will not interfere with any work operation or the safety and security of any work site. Such staff representatives will check in with a designated Division Manager and will be required to conform with the operational and safety regulations and procedures as directed by the Division Manager.

3. Payroll Deductions/Membership Dues/Indemnification

a) Dues Deduction

Each pay period, the Employer shall send to the Union a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.);

annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to dues@seiu721.org within five (5) business days of each payday.

Each pay period, the Union shall provide the employer with an “authorized deduction report” which includes bargaining unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees’ paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday.

b) Maintenance of Dues Payroll Deduction

Employees in this unit who have authorized Union dues deductions on the effective date of this Memorandum of Understanding or at any time subsequent to the effective date of this Memorandum of Understanding shall continue to have such dues deductions made by the Employer during the term of this Memorandum of Understanding; provided, however, that any employee in the Unit may revoke the dues deductions during the twenty-one day period preceding the employee's date of hire anniversary within the last twelve months of this Memorandum of Understanding, by notifying the Union of their revocation of Union dues deductions. Such notification shall be in writing and contain the following information: employee name, employee identification number, job classification, department name, bargaining unit name or number and the name of the employer from which such deductions are to be cancelled. The Union will inform the member of his/her dues deduction revocation upon request. The Union will provide the employer with the appropriate documentation to process these dues deduction revocations within ten (10) business days after the close of the withdrawal period.

c) Committee on Political Education (COPE)

Employees may make voluntary contributions to the Union’s registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period the Union will notify the employer with a list of employees and the appropriate deduction amount on the “authorized deduction report” of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to the Union and the Union shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

d) Indemnification

Service Employees International Union Local 721 shall indemnify and hold the Employer, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the provisions herein.

The City of Oxnard shall provide the Union written notice of Employer-wide new employee orientations [no matter how few participants, and whether in person or online] at least ten (10) business days prior to the event. Representatives of Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for stewards to participate in the new employee orientations. "New hires" shall be defined to include any employee new to SEIU 721, including, but not limited to, through accretion or promotion/demotion.

The City of Oxnard shall include in their new hire packet and distribute at the new employee orientations: the current Union membership and COPE forms, access to the Memorandum of Understanding (MOU) and the contact information of the Union Representative.

Violations of this article are grievable.

4. Meeting Locations

a) Upon request of SEIU Local 721, City may provide SEIU Local 721 with a location for a meeting to occur outside working hours of the attendees, provided such space is available and SEIU Local 721 complies with all City and department rules, policies, and directions. Such meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager or his/her designee, and will indicate the date, time, and general purpose of the meeting for which the facilities are requested.

b) SEIU Local 721 understands and agrees that the City Manager, or his/her designee, may deny the request based on his/her judgment that the purpose of the meeting makes such use inappropriate.

5. Bulletin Boards

a) City agrees that SEIU Local 721 may use designated bulletin boards or portions of boards. A copy of all material to be displayed upon a bulletin board shall be provided to the affected Division Manager or his/her designated representative. If the Division Manager objects to the contents of such material, he/she shall notify SEIU Local 721 staff. In such event, the materials shall not be placed on the bulletin board, based upon the Division Manager's objections, and, if an agreement cannot be reached between SEIU Local 721 and the Division Manager, the matter shall be referred to the Human Resources Director for resolution. For Citywide postings, individual Division Manager permission is not required. SEIU Local 721 is responsible for posting and removal of material upon the designated bulletin board and for the neat and orderly maintenance thereof.

b) SEIU Local 721 shall, with the approval of the City Manager or designee, have the use of the City email for the purpose of communication of SEIU Local 721/City business such as scheduling joint meetings and appointments and informing members of possible tentative agreements.

6. Distribution of SEIU Local 721 Materials

SEIU Local 721 may distribute materials on City premises, at locations designated by the City Manager or designee, before and after scheduled working hours or in non-work areas during scheduled working hours provided that both the employee distributing and the employee receiving such material are not on City time and so that such distribution shall not interfere with City operations.

ARTICLE 5

EMPLOYEE RIGHTS - PERSONNEL FILES

1. Review of Personnel Actions

No evaluation of employee performance, salary action, resolution of grievance, or disciplinary action shall be placed in the personnel file of an employee without the employee being afforded a reasonable opportunity to read and to receive a copy of such material. The employee must acknowledge that he/she has read such material by affixing his/her signature to it. City understands that such signature does not necessarily indicate agreement by the employee of the content of the material. If the employee refuses to sign, the material shall be placed in his/her personnel file with an appropriate notation by the person filing the material.

2. Personnel File Inspection

With the exception of confidential material, such as letters of reference, examination rating sheets, and employment background investigations, an employee shall have the right to inspect the contents of his/her personnel file, or he/she may designate in writing a steward or SEIU Local 721 staff to inspect his/her file.

*ARTICLE 6**PERS/PARS WAGES*

1. Payment of Employee's PERS Contribution

a) "Classic" PERS members, defined as employees hired on or before January 1, 2013 and enrolled in the 2@55 retirement plan, shall pay seven percent (7.0%) of pensionable compensation towards the required employee contribution to PERS. The employee contribution, as determined by CalPERS, is presently set at seven percent (7.0%) of pensionable compensation. Employees shall pay their share of the employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code.

b) City shall provide in its contract with PERS the Fourth Level Survivor Benefit and Military Service Credit for Unit employees.

c) Employees hired on or after January 1, 2013, who are "new members" as that term is defined in the Public Employee Pension Reform Act ("PEPRA"; Government Code section 7522 et seq.) shall be subject to the provisions of PEPRA, including but not limited to the following:

- 2% at age 62 retirement formula;
- Retirement benefit based on highest 36 consecutive months;
- Employees will pay a "membership contribution" to PERS at the rate established by PERS, which in FY2016-17 is 6.00% of payroll, and which may change from year to year. This shall be paid by the employee by payroll deduction. No portion of the member contribution shall be paid by the City;
- New members shall receive the 4th level survivor benefit and Military Service Credit.

2. Payment of Employee's PARS Contribution

a) City shall provide to all Unit employees Public Agency Retirement System (PARS) supplemental retirement benefits to include the three percent (3%) at age sixty (60) supplemental retirement formula and the highest consecutive twelve-month period retirement formula.

b) The City's total contribution to PARS on behalf of Unit employees shall be equal to six percent (6%) of the wages upon which the Unit employee's retirement contributions are computed.

c) City shall report to PARS as compensation earnable pursuant to California Government Code section 20636(c)(4) City's payment of required employee retirement contributions to PARS.

d) Employees hired on or after January 1, 2013, who are “new members” as defined in the Public Employee Pension Reform Act (“PEPRA”; Government Code section 7522 et seq.), including “classic” employees coming from another CalPERS jurisdiction, shall not be eligible to receive any PARS benefit.

3. Definition of Base Wages

Base wages shall mean the hourly rate of pay earned by an Unit employee within a salary range assigned by City to the classification occupied by the employee. Base wages does not include longevity pay, educational incentive award, overtime pay, standby pay, bilingual pay, cafeteria plan monies or other additional payments earned by an employee pursuant to this MOU.

4. Base Wage Adjustments

a) There are no base wage adjustments during the term of this contract.

ARTICLE 7

SALARY PLAN

1. Original Appointment of Unit Employee

City agrees that the beginning base wages of an employee upon original appointment to a classification within the Unit shall be no less than the minimum designated base wages for that classification.

2. Promotions

a) In the event a Unit employee is promoted from one classification to another, the beginning base wage shall be at least five (5) percent greater in amount than the employee’s current base wage. However, the new base wage shall in no event be greater in amount than the maximum base wage of the higher classification to which the employee is promoted, regardless of percentage of increase.

b) Unit employees entering the following professional classification series after July 1, 1986, will not be eligible for flexible staffing:

- 1) Accountant (Junior, I, II)
- 2) Civil Engineer (Junior, Assistant, Civil)
- 3) Crime Analyst (I, II)
- 4) Housing Accountant (I, II)
- 5) Librarian (I, II)
- 6) Planner (Junior, Assistant, Associate)
- 7) Traffic Design Engineer (Junior, Assistant, Traffic Design)

c) The City shall endeavor to fill posted positions that fall within the bargaining unit covered by SEIU Local 721, which are included in the City's current classification plan, as long as the applicants meet all the minimum qualifications for the position and meet and/or pass whatever testing may be given to fulfill requirements for the position, in the following order:

- 1) Regular full-time employees;
- 2) Regular part-time employees;

3. Payroll Period - Biweekly

Unit employees shall accrue sick leave and vacation leave and be paid base wages on a biweekly basis. The payroll checks for each pay period shall customarily be issued to authorized representatives of City departments not later than the Friday following the end of each biweekly pay period. However, in cases where the Friday payday falls on a holiday, payroll checks shall be issued before the end of the prior workday.

4. Pay on Separation from Service

When a Unit employee is separated from service, all wages and benefits then due such person from City service, that are under City's control, shall be paid within ten (10) working days of such separation subject to the person completing the checkout process.

5. Effective January 1, 2014, the attached document entitled "SEIU Step Matrix" shall be adopted and shall be part of this MOU.

On January 1, 2014, the hourly rate of each member of the bargaining unit shall be changed to the step closest to that member's current hourly rate for his or her pay grade, with the understanding that no employee subject to this MOU shall experience a reduction in hourly rate as a result of this provision.

Beginning July 1, 2014, each employee subject to this MOU shall, on the employee's next City date of in-class anniversary, have the employee's hourly rate increased to the next highest step in the employee's pay grade. To be eligible for a step increase the employee's then most recent performance evaluation must reflect an overall assessment of "meets job requirements" or better. No step increase shall be given to an employee whose most recent performance evaluation rating was "unsatisfactory" or "needs instruction & development."

6. Performance Evaluations

The effective date of merit salary increases for all represented employees shall be on the employees merit review date. All merit reviews shall be started within thirty (30) days after an employee's merit review date. If a merit review has not been completed within thirty (30) days after the employee's merit review date, then the employee shall receive their merit review not to exceed the top step of the salary range. Retroactive adjustments will be made, if necessary back to the merit review date.

ARTICLE 8

LONGEVITY PAY

Unit employees who have completed five (5) regular full-time years of service shall be paid a sum equal to one (1%) percent of the base wages paid to the employee. Employees who have completed ten (10) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of two (2%) percent of the base wages paid to the employee. Employees who have completed fifteen (15) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of three (3%) percent of the base wages paid to the employee. The additional payment for longevity of service shall be made at each time any installment of base wages is made to the employee.

ARTICLE 9

OVERTIME COMPENSATION

1. Entitlement to Compensation

When a Unit employee is assigned and works beyond forty (40) hours per designated one hundred sixty-eight (168) consecutive hours work period, the employee is entitled to overtime compensation.

2. Leave as Time Worked for Overtime Compensation

Duly authorized paid holiday leave, vacation leave and sick leave shall be considered as time worked for the purposes of determining an employee's eligibility for overtime compensation. All other duly authorized paid leave time shall not be considered as time worked for the purposes of determining an employee's eligibility for overtime compensation.

3. Authorization of Overtime Work

A Unit employee shall be compensated for overtime work only if assigned to such work by an authorized representative of City. The offer to work overtime shall first be made to regular full-time Unit employees.

4. Regular and Overtime Compensation

a) A Unit employee's regular rate of pay shall include base wages, longevity pay, educational incentive award, bilingual pay, shift differential pay and standby pay.

b) A Unit employee shall be compensated for overtime work at one and one-half times the employee's regular rate of pay to the nearest tenth of an hour.

c) Unit library employees who work on Sunday shall receive pay at one and one-quarter (1.25) times the regular rate of pay for all hours actually worked on Sunday unless otherwise entitled to the higher rate of pay per Section 4(b) above.

d) In lieu of cash payment for overtime hours worked, a Unit employee may request to accrue compensatory time-off credits at the rate of one and one-half (1.50) hours, credit for each overtime hour worked, up to a maximum accumulation of one hundred (100) hours, subject to the approval of the City Manager or designee. The request for compensatory time-off credits must be made at the time the overtime is worked.

e) Use of compensatory time-off credits in excess of forty hours (40) is subject to being scheduled by the employee's Division Manager with a seven (7) calendar day advance notice to the employee by the Division Manager.

f) City shall cash out all compensatory time-off credits of an employee over forty (40) during the last pay period in the City fiscal year. Unit employees may request that the forty-hour limit for compensatory time-off credits be increased up to a maximum of one hundred (100) hours. Employee requests to exceed the forty-hour (40) limitation shall be subject to the approval of the City Manager.

g) Employee use of compensatory time-off credits shall be subject to approval and scheduling by the Division Manager.

h) If a staff or City meeting that a Unit employee is expected to attend is scheduled for a time other than during the Unit employee's regular work schedule, the Unit employee shall, with the Unit supervisor's permission, work the time between the end of the regular work schedule and the City meeting and receive overtime, compensatory time off, or an adjustment to the Unit employee's regular work schedule on the following workday.

ARTICLE 10

STANDBY PAY

When a regular full-time Unit employee is ordered to remain at home to be available for immediate emergency call back to work at times that the employee is not otherwise scheduled to be nor is on duty, the employee shall be compensated for such standby hours that he/she remained at home at two dollars (\$2.00) per hour. Notwithstanding anything else to the contrary, an employee on standby status on a holiday designated in Article 29 of this MOU shall be paid at the employee's regular rate of pay during his/her normal shift hours for being "on duty" plus eight (8) additional hours added to his/her vacation leave. In addition, the employee shall receive an additional one-half (.5) times regular pay for all hours called back to work on the holiday if assigned to standby duty.

*ARTICLE 11**CALL-BACK PAY*

A Unit employee called back to work after leaving work from a shift or called back to work while on standby status shall be entitled to a minimum of two (2) hours of overtime compensation. During these times the employee is entitled to pay under this Article, he/she shall not be credited with standby pay under Article 10.

*ARTICLE 12**COMPENSATION FOR NIGHT WORK*

Those regular full-time Unit employees who work fifty percent (50%) or more of their work shift between 6:00 p.m. and 7:00 a.m. shall receive a five percent (5%) increase in base wages for the entire shift worked.

*ARTICLE 13**BILINGUAL PAY*

A Department Director may request that certain eligible members receive bilingual pay. A member shall be certified by the City as possessing the skills necessary to communicate effectively with the public in English and a second language for the purpose of conducting City business.

A. Level I - Written and/or Conversational Bilingual. Members proficient in a second language at an advanced level must meet the following criteria:

- (i) The member must pass the bilingual competency test administered by the City, and
- (ii) The member shall provide basic oral translations as part of their regular job duties.

Members shall receive fifty dollars (\$50) per pay period for Level I competency.

B. Level II - Bilingual Translators. Members who pass a skills-based test administered by the City to demonstrate advanced plus competency in written translation and oral interpretation.

- (i) The member shall provide oral communication and translation, as well as written translations, as part of their regular job duties, including, but not limited to, writing and reviewing translated documents for distribution to City residents (i.e. City mailers, press releases, inserts in City utility bills, surveys, etc.).

Members shall receive one hundred dollars (\$100) per pay period for Level II competency.

C. Level III - Bilingual Translators. Members who pass a skills-based test administered by the City to demonstrate superior competency in written translation and oral interpretation.

(i) The member shall provide superior oral communication and translation, as well as written translations, as part of their regular job duties, including, but not limited to, writing and reviewing translated documents for distribution to City residents (i.e. City mailers, press releases, inserts in City utility bills, surveys, etc.).

Members shall receive one hundred twenty-five dollars (\$125) per pay period for Level III competency.

Employees who are receiving bilingual pay will be required to recertify every three years. Employees who fail their recertification examine will have their bilingual pay cease on the following paycheck and will be eligible for retesting one year from the date of their previous test.

ARTICLE 14

OUT-OF-CLASS PAY

1. Conditions for Receipt

A Unit employee who is temporarily required to serve in a regular authorized position in a classification with a higher salary range (higher classification) than the employee currently serves in shall be compensated at the higher base wages in accordance with the following terms and conditions:

a) To be eligible for higher base wages, the Unit employee must first serve in the higher classification for more than forty (40) consecutive hours.

b) Temporary assignments to higher classifications shall be recorded only in full shift units. No out-of-class pay shall be given for out-of-class work of less than an eight-hour shift.

c) The Unit employee must be assigned to assume the majority of duties and responsibilities of the higher classification.

d) The employee's time worked in a higher classification shall not be counted toward the completion of probationary requirements in the higher classification.

2. Conditions for Non-Authorization

Out-of-class pay is not authorized, for example, if the organization of a division is such that each Unit employee carries on his/her usual job duties during the temporary absence of a Division Manager, without the direction which the Division Manager would provide on a longer term basis.

3. Amount of Out-of-Class Pay

A Unit employee satisfying these terms and conditions shall be compensated at the minimum base wages established for the higher classification for each completed work shift served in the higher classification after serving in the classification for more than forty (40) consecutive hours, or five percent (5) above the employee's base wages, whichever is greater. However, in no event shall the employee receive an amount greater than the base wages for the maximum step for the higher classification.

ARTICLE 15

DEFERRED COMPENSATION

Unit employees shall continue to have the right to participate in a deferred compensation program so long as such program is offered by City.

Beginning the first full pay period of January 2020, the City will contribute 1% of employee base salary to a 401(a) plan of its choosing.

ARTICLE 16

TUITION REIMBURSEMENT

1. Amount of Reimbursement/Conditions

City shall pay up to one hundred percent (100%) of the costs of tuition, registration fees, laboratory fees, and books to a maximum of one thousand (\$1000) dollars per employee per City fiscal year for work-related courses presented by accredited academic institutions, subject to the following conditions:

a) Only full-time Unit employees shall be eligible for reimbursement.

b) Courses that qualify for this reimbursement are those that directly relate to the employee's duties with City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher. Certificate and vocational courses shall be reimbursable under this section.

c) Courses that do not qualify for this benefit are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or

other training the employee has already received, and those for which the employee received reimbursement from any other source.

d) There shall be no obligation for City to reschedule the work hours of any employee to facilitate attendance at any course of study.

e) To receive reimbursement, the Unit employee must file a claim, with the Human Resources Department, within thirty (30) days of receipt of a passing grade as described in subsections (a) and (b) above. City shall reimburse the Unit employee within forty-five (45) days of the submission of the approved claim.

f) Any non-reimbursed portion of a Unit employee's tuition and fees reimbursement may be carried over, by the employee, to the following fiscal year to be used to reimburse any non-reimbursed portion of the tuition and fees expense incurred by the Unit employee.

2. Limits on City's Obligations

City assumes no obligations other than those expressly provided for in this Article, nor does City assume any liability that might relate to an employee's voluntarily pursuing course work which may entitle him/her to reimbursement under this Article.

ARTICLE 17

PERSONAL PROPERTY REIMBURSEMENT

1. Conditions for Reimbursement

Through no fault of their own, when employees have an item of personal property damaged or stolen while in the performance of City Unit, and when that item is necessarily worn, carried or required as part of the job, the employee may submit a claim for reimbursement to the Human Resources Director. Such claim must be filed within five (5) working days after the loss occurred.

2. Amount of Claim

The minimum claim shall be for ten dollars (\$10) per loss. Claims of under ten dollars (\$10) shall not be paid. The maximum amount City shall pay any employee is two hundred fifty (\$250) dollars in one calendar year.

3. Level of Reimbursement

a) Reimbursement will be based on the depreciated value of the item at the time of the loss or damage, or cost of repair, whichever is less, after offset for any insurance reimbursement the employee receives.

b) The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost or the repair cost of items that are repairable, whichever is less, less any insurance payment the employee receives. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to the ten dollar (\$10) minimum claim limit and the annual maximum payment of two hundred fifty (\$250) dollars.

c) Stolen or damaged watches required by employment will be reimbursed at their functional value (i.e., minus their jewelry value) to the annual maximum of two hundred fifty (\$250) dollars. An employee shall be reimbursed for such stolen or damaged watches subject to a ten dollar (\$10) deductible.

4. Exclusions

The damage or theft of jewelry, automobiles or automobile equipment, and tools and uniform items covered by a City allowance, will not be reimbursable.

ARTICLE 18

EDUCATIONAL INCENTIVE AWARD

1. Requirements

Unit employees shall be eligible to receive an educational incentive award, in addition to base wages, for educational attainments not specifically required by the Unit employee's classification pursuant to the official class specifications maintained by the Human Resources Department. The educational incentive award shall be related to the attainment of the following degrees:

- a) Associates in Arts/Science Degree - two and one-half percent (2.5%)
- b) Bachelor's Degree - three percent (3%)
- c) Graduate Degree - three and one-half percent (3.5%)

2. Limitations

Unit employees eligible for an educational incentive award shall be entitled to receive only one level of educational incentive award for the highest degree attained. Incentive awards shall be granted pursuant to this article only after submission by the employee of appropriate documentation to the Human Resources Department. Unit Employees who are receiving educational incentive awards under the City's award program as of July 3, 2004, shall not receive a lesser percentage award under this program than the employee received under the previous program.

*ARTICLE 19**MILEAGE COMPENSATION***1. Reimbursement Required**

When Unit employees are required by City to use their personal vehicle to perform their assigned duties for City, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, City shall compensate the employee as provided herein.

2. Claim Procedure

Unit employees shall make claims for mileage compensation in accordance with a periodic schedule specified by City. The employee shall submit the claim to the Division Manager on the designated City form, duly completed and signed by the employee.

3. Insurance for Regular Users

Unit employees who are regular users of personal vehicles shall be compensated at the rate of one and one-half cents per mile above the mileage rate authorized by the Internal Revenue Code, and shall have in effect and have submitted to City a copy of a certificate of automobile insurance confirming that the insurance policy provides no less than one hundred thousand dollars (\$100,000) public liability/property damage coverage, and that the policy names City as an additional insured. Regular users of personal vehicles means Unit employees who are required by City, in the performance of their duties, to drive their personal vehicles on a regular, continuing and usual basis, and in fact so use their vehicle.

4. Reimbursement for Other than Regular Users

Unit employees who are not regular users of personal vehicles but otherwise qualify under Section 1, and otherwise meet the provisions of this Article, shall be compensated at the mileage rate authorized by the Internal Revenue Code.

*ARTICLE 20**UNIFORM ALLOWANCE*

City shall provide uniforms, or portions of uniform costs, or uniform service, to each employee required by City to be "uniformed." Employees designated as uniformed are those required to wear uniforms and/or safety shoes as a condition of employment. In addition, City will provide legally required safety equipment, and pay the cost for repairing uniforms damaged in the course and scope of employment without negligence by the employee.

ARTICLE 21

INSURANCE

1. Health Insurance

The City will increase the monthly contribution to the cafeteria plan by \$274.55 at the start of the 2020 benefits year, or the pay period following Council approval whichever is later. The total new monthly contribution is as follows:

Employee Only/Employee Plus one/Family – \$993.91

The City will make an additional \$274.55 contribution for each tier of the plan effective at the beginning of the second benefit year following Council approval. The total new monthly contribution is as follows:

Employee Only/Employee Plus one/Family – \$1268.46

The City will make an additional \$274.54 contribution for each tier of the plan effective in the third benefit year following Council approval. The total new monthly contribution is as follows:

Employee Only/Employee Plus one/Family – \$1543.00

The employee will receive any remaining contribution as cash.

For those employees who waive the medical, the City will contribute the following per month in each plan year

Year 1 - \$893.91

Year 2 - \$1068.46

Year 3 – \$1243.00

In the final year of the contract if the bargaining group does not obtain and maintain a 70% participation then the “waive” will be reduced to \$900 per month in the subsequent benefit year.

2. Life Insurance

City shall continue to pay one hundred percent (100%) of the current premium for employee-only coverage under the existing level of benefits for life insurance. The employee may purchase life insurance coverage from the City's carrier.

3. Long-Term Disability Insurance

City agrees to maintain an SEIU Local 721 administered long-term disability (LTD) insurance plan for Unit employees. Effective November 10, 2000, City shall pay the cost of the LTD plan subject to a maximum cost of .35% of Unit employee's base wages. If the cost exceeds .35% of Unit employee's base wages, City and SEIU Local 721 shall meet to develop a fair method to distribute the additional cost to Unit employee's Cafeteria Plan monies. SEIU Local 721 shall hold City harmless on any issues related to the LTD insurance plan.

4. Dental Cafeteria

City shall contribute the sum of thirty-four dollars and twenty-five cents (\$34.25) biweekly to the Unit employee's dental insurance program for dental programs provided by the City.

ARTICLE 22

VACATION LEAVE

1. Accrual

Full-time Unit employees shall earn vacation leave for each biweekly pay period of service or major fraction thereof, as set forth in the following table:

Years of Service	Vacation Credit for Full-Time Service Hours Per Biweekly Period	No. of Hours of Vacation Earned for 26 Pay Periods
Less than 5	4.39	114.14
5 but less than 6	5.00	130.00
6 but less than 7	5.31	138.01
7 but less than 8	5.62	146.02
8 but less than 9	5.92	154.00
9 but less than 10	6.23	162.01
10 but less than 11	6.54	170.01
11 but less than 12	6.85	178.00
12 but less than 13	7.15	186.00
13 but less than 14	7.46	194.02
14 but less than 15	7.77	201.99
15 or more	8.08	210.00

2. Scheduling

Accrued vacation leave may be taken at one time, or may be taken several days at a time. The vacation leave is to be scheduled between the Unit employee and the Division Manager in such a manner that the employee's absence will not impair division operations.

3. Carrying Forward

Ordinarily, vacation leave shall be taken as earned or within the calendar year following the year that vacation leave is accrued. However, vacation leave may be carried forward to the following calendar year in accordance with the following provisions:

a) The maximum amount of vacation leave an employee may carry forward as of the last complete pay period in the calendar year shall not exceed twice the number of hours of vacation leave that the employee currently earns in twenty-six (26) biweekly pay periods.

b) The City Manager may waive the maximum amount of vacation leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.

4. Additional Vacation Leave in Lieu of Sick Leave

At the end of the last complete pay period of each calendar year, one-half of any of that calendar year's accrued but unused sick leave in excess of the six hundred (600) hour authorized maximum sick leave accumulation may be converted by the employee in accordance with Article 23, Section 3, to vacation leave, effective the first pay period of the next calendar year.

5. Redemption

After five (5) regular full-time years of service, an employee may receive pay in lieu of up to forty (40) hours of vacation leave once during each calendar year. After ten (10) regular full-time years of service, an employee may receive pay in lieu of up to eighty (80) hours of vacation leave once during each calendar year. After fifteen (15) regular full-time years of service, an employee may receive pay in lieu of up to one hundred and twenty (120) hours of vacation leave once during each calendar year. Leave may be cashed out twice annually. All requests hereunder must be made by the employee in writing on a City form, and submitted to the General Accounting Division (payroll) during the month of July or the month of December.

6. Severance Pay

Any employee who leaves the service of City shall be paid for accrued vacation leave to which the employee is otherwise entitled at his/her then current base wages plus any longevity pay, educational incentive award, and bilingual pay being earned as of the effective date of separation from City service.

7. Injury or Sickness During Vacation Leave

When an employee is injured or becomes sick while on authorized vacation leave and is committed to a hospital or confined to a bed by a physician, the employee may exchange sick leave on an equal time basis for vacation leave in accordance with the following provisions:

a) Upon such injury or sickness, or as soon thereafter as is reasonably practical, the employee must notify the Division Manager of the injury or sickness.

b) The employee must, upon return to work, provide to City a declaration from the attending medical provider confirming the injury or sickness that must include a notation as to the number of days that the employee would have been unable to work.

c) If the employee's injury or sickness continues, or is expected to continue, beyond the currently approved vacation leave, the employee shall notify the Division Manager as soon as he/she has knowledge of the need for sick leave beyond the end of the vacation leave. In any event, the employee shall notify the Division Manager no later than the start of the shift on the day the employee is scheduled to return to work from the vacation leave.

ARTICLE 23

SICK LEAVE

1. Accrual

Full-time Unit employees earn three and seven-tenths (3.7) hours of sick leave for each biweekly pay period of service or major fraction thereof.

2. Maximum Limit

An employee may accumulate sick leave without maximum limit but in no event shall City have any liability for cash-out or conversion of hours in excess of six hundred (600) except as otherwise provided below.

3. Conversion to Vacation Leave

During the last full pay period of December, each Unit employee may elect to convert to vacation leave any unused sick leave earned during the preceding twenty-six pay periods which exceed the six hundred (600) hour maximum. City shall convert the employee's sick leave to vacation leave by dividing the sick leave to be converted by two and crediting the sum as vacation leave. If an employee does not exercise this conversion option, he/she shall retain those hours in excess of six hundred (600) for the sole purpose of utilization while sick or injured and shall not be eligible for any further cash-out or conversion with respect to such hours.

4. Notification to Division Manager

a) If a Unit employee is absent because of injury or sickness, he/she is required to notify the Division Manager of such injury or sickness at least thirty (30) minutes before the shift begins, or within one-half hour after the start of the shift if there is not a scheduled employee designated to take the call before the start of the shift.

b) Sick leave requests for absence beyond three (3) days may require documentation by a licensed physician or other means of verification acceptable to certify the appropriateness of leave.

c) When absences are properly scheduled with the Division Manager, leaves of absence for necessary dental, optical, or other medical attention shall be considered as sick leave.

5. Pregnancy

The benefits of this Article apply to disability caused by pregnancy.

6. Penalty for Abuse

Sick leave is a Unit employee's privilege and not an absolute right. Violations of sick leave privilege will result in disciplinary action including loss of pay. An employee may be counseled by the employee's supervisor, regarding the employee's absence(s), if any of the following occur:

a) The employee exceeds 96.2 hours of absence, for any reason, during one (1) fiscal year;

b) There is a pattern of absences by the employee such as, but not limited to, on days before or after holidays, or on days before or after weekends; or

c) The employee's supervisor reasonably believes the employee is misusing sick leave.

Such counseling shall take place to help the employee's supervisor understand the circumstances surrounding the absence(s) and/or to assist the Unit employee as needed.

7. Payment Upon Separation from Service

City will redeem fifty percent (50%) of accumulated, unused or unredeemed sick leave, not to exceed six hundred (600) hours, upon death, retirement or separation from service to those employees with a minimum of five (5) years regular full-time service. Redemption of these sick leave hours will be paid at the employee's then current base wages plus any longevity pay, educational incentive award, and bilingual pay being earned as of the effective date of separation from City service.

8. Light Duty

City and SEIU Local 721 agree to implement a light-duty program. Specific guidelines for light duty shall be included in City of Oxnard Administrative Manual.

9. State Disability Insurance

Employees who are totally temporarily disabled (TTD) from working due to non-job related health conditions and are eligible for State Disability Insurance (SDI) benefits may draw down on their bank of accrued unused vacation leave to the extent necessary so that the total of their SDI benefit and their vacation leave payment equals, but does not exceed, their regular gross salary. This apportionment may continue only while the employee is TTD and until the employee's vacation leave accrual is exhausted.

ARTICLE 24

LEAVE OF ABSENCE WITHOUT PAY

City shall provide leaves of absence without pay under the current policy and shall endeavor to return the absent employee to his/her former position upon the employee's return to work.

ARTICLE 25

BEREAVEMENT LEAVE

1. Conditions

The Division Manager will grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the employee's immediate family. Immediate family shall include the following individuals related to the employee or the employee's spouse by reason of blood line, marriage, adoption or foster care: parents, grandparents, uncle, aunt, spouse, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), domestic partner, any blood relative(s) living in the immediate household and those same members of a spouses/partner's family. Should an employee need additional time the City will grant the use of accumulated vacation leave as needed.

2. Notice to Division Manager

The employee immediately on return from bereavement leave shall furnish to the Division Manager some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

ARTICLE 26

JURY/WITNESS DUTY

1. Conditions

If an Unit employee is called for jury duty or is subpoenaed as a witness in litigation in which he/she is not a party, he/she shall be granted a leave of absence with pay provided that:

a) The Division Manager has been notified by the employee of the jury duty summons or witness subpoena.

b) The Division Manager could not obtain an excuse for the employee from serving on the jury or as a witness, in those instances where the employee could not be conveniently spared from his/her City duties at the time.

c) The employee refunds to City fees received for jury duty or witness service except travel and actual expense reimbursement as follows:

- 1) An employee summoned for and assigned jury duty for five (5) days or less may retain the jury service fee paid for jury service.
- 2) An employee summoned for and assigned jury duty for five days or less may decline payment of the jury service fee.
- 3) An employee summoned for and assigned jury duty for six (6) or more days is required to accept the payment for jury service and to refund to the City Treasurer all fees for jury service except travel reimbursement.

2. Amount Limited

The leave of absence with pay for witness duty is limited to twenty-four (24) hours in any calendar year.

ARTICLE 27

MILITARY LEAVE

Unit employees shall be entitled to the military leave benefits as provided in the California Military and Veterans Code.

City agrees to comply with the California Military and Veterans Code provisions, the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), and the Oxnard City Council resolutions and policies applicable to City employees who are members of the Armed Forces of the United States.

*ARTICLE 28**INDUSTRIAL DISABILITY COMPENSATION*

1. Entitlement

An employee incapacitated for work because of an injury or sickness arising out of and suffered in the course of City employment is entitled to City industrial disability compensation as provided herein.

2. Amount

During the period that any Unit employee is temporarily disabled, the employee shall receive City industrial disability compensation equal to seventy-five (75%) percent of his/her base wages plus any longevity pay, educational incentive award, and bilingual pay for the period of his/her temporary disability, but not to exceed a total period of twenty-six (26) weeks for any one injury or sickness nor twenty-six (26) weeks per twelve (12) consecutive months for all injuries or sickness.

3. Condition of Eligibility

As a condition of receiving such industrial disability compensation, the employee shall assign to City all temporary disability payments for industrial disability compensation or rehabilitation. An employee who is temporarily disabled shall not be considered to be in a City service status for the purpose of accruing paid leave benefits.

4. Cessation of Benefits

Industrial disability compensation shall cease when the City Manager determines on the basis of medical evidence that the employee is no longer temporarily disabled. The employee shall have the right to submit written medical evidence secured by the employee to the City Manager for the City Manager's consideration before the City Manager makes such determination; so long as such submission is made by the employee on a timely basis as determined by the City Manager. City assumes no expense or liability in connection with such voluntary submission by an employee. The City Manager's determination shall be adjusted to conform to any decision of the Workers Compensation Appeals Board as to when the injury becomes permanent and stationary.

5. Conversion of Other Leave

If an employee is temporarily disabled and unable to return to work on account of such temporary disability after the maximum period provided for in Section 2 above, the employee may elect to convert accumulated sick leave, accumulated vacation leave, or both, into supplementary industrial disability compensation. The amount of leave that may be converted is that amount which will provide supplementary disability indemnity benefits to afford a combined total amount equal to the employee's base wages plus any longevity pay, educational incentive award, and bilingual pay during the period of temporary disability.

6. Report of Injury or Sickness

In the event of an injury or sickness occurring at work, a report of the injury or sickness must be made by the employee to his/her Division Manager without delay. Report of an injury or sickness is mandatory for eligibility to receive benefits provided in this section. When the employee returns to work, a copy of a medical provider's release must be submitted to the Division Manager.

ARTICLE 29

HOLIDAY LEAVE

1. Designation of Holidays

a) City shall observe the following holidays:

New Year's Day (January 1st)
 Martin Luther King's Day (the third Monday in January)
 Presidents' Day (the third Monday in February)
 Cesar Chavez Day
 Memorial Day (the last Monday in May)
 Independence Day (July 4th)
 Labor Day (the first Monday in September)
 Veterans' Day (November 11th)
 Thanksgiving Day
 The day after Thanksgiving
 Christmas Eve (1/2 day)
 Christmas Day (December 25th)
 New Year's Eve (1/2 day)

2. Supplementation of Holiday Leave

Unit employees shall be credited with holiday leave hours for all City-observed holidays based upon the assigned customary daily work schedule of the Unit employee sufficient to compensate the Unit employee for all hours regularly worked by such employee.

3. Holidays on Weekends

a) City-observed holidays which fall on Sunday shall be observed on the following Monday. City-observed holidays which fall on a Saturday shall be observed on the preceding Friday.

b) Employees who are in paid status on the day that a holiday occurs shall be granted time off, or compensatory time-off, or overtime compensation as appropriate.

5. Holidays on Employee's Day Off

When a holiday falls on an employee's day off, other than Saturday or Sunday, the last preceding work day for said employee shall be a holiday. The City Manager may, however, require the employee to work on that day. If an employee is so required to work, he/she shall be given the equivalent compensatory time off or shall be paid overtime premium pay.

ARTICLE 30

PART-TIME EMPLOYEES

Part-time Unit employees shall be entitled to the wages and benefits (including paid leaves) provided for in this MOU in a pro-rated amount of one-half (.5) or three-quarters (.75), based on such proportion of full-time service as is specified by City for the part-time position. However, part-time Unit employees are not entitled to any benefits under Article 8, Longevity Pay, Article 12, Bilingual Pay; and Article 18, Educational Incentive Award Program. Under Article 7, Section 2, Adjustment in Rate of Base Wage, the required periods for advancement shall be extended so as to equate to the hours worked factors specified for full-time employees. Part-time Unit employees shall receive a pro-rated Cafeteria Plan amount specified in Article 21, Section 5, less the amount previously provided for dental insurance (\$34.25 biweekly). In addition, part-time Unit employees shall not be eligible for any benefits under Article 21, Insurance, for which they are not eligible due to the conditions of City's insurance plan (such as dental coverage).

ARTICLE 31

HOURS OF WORK

The work schedule for regular full-time Unit employees shall consist of eighty (80) hours during a fourteen (14) day pre-established pay period. The City shall provide no less than ten (10) calendar days' notice of any change(s) in shift, except in those situations where there are operational emergencies or situations that are imperative to the running of the division/department. In such cases, SEIU Local 721 shall be given notice of any such change(s) within ten (10) calendar days.

ARTICLE 32

TRANSFER

1. Conditions

For purposes of this Article, "transfer" means a change from one position to another position having substantially the same salary range. Transfer shall not be used to effectuate a promotion, demotion, or to impose disciplinary action. However, an employee may be transferred for the purpose of facilitating a more satisfactory level of performance by the employee. Upon approval of the City Manager, and after notice to the affected employee, an employee may be transferred at any time.

2. Probationary Period After Transfer

If a transfer is effected at the request of an employee, the City Manager may, as a condition of approving the transfer, require that the employee serve a probationary period in the new position, unless the employee previously held permanent status in the position transferred to. Where positions have the same duties, pay rate and/or position title, the probationary period shall be no more than six months. Where pay rates are the same but duties may vary or require other knowledge and/or experience, the supervisor and transferring employee shall agree to a probationary period that may be extended up to twelve months after a review occurring before six months after the transfer.

ARTICLE 33

RESIGNATION

1. Advance Notice

An employee may resign from City service at any time. An employee resigning from City service, however, shall give a minimum of two (2) weeks notice to his/her Division Manager in order to enable City to make proper provisions for filling his/her position. If the employee fails to provide at least two (2) weeks notice, the City may enter a notation of that fact in the employee's personnel file.

2. Forfeiture of Privileges

Upon resignation, the employee shall forfeit all seniority and employment privileges allowed by this MOU and other applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section 3.

3. Reinstatement

Any employee who has resigned from City service may apply for reinstatement within one year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation. The employee will have no other rights, privileges, or benefits accrued by him/her in his/her previous employment. This section will not apply to reinstatement after military service.

ARTICLE 34

REDUCTION IN FORCE

1. Definitions

a) For purposes of this Article, "City Length of Service" is defined as the employee's total continuous service in regular City employment.

b) For purposes of this Article, Displacement Rights is defined as those rights accruing to regular employees only. These rights, commonly referred to as bumping rights, allow a laid off employee to displace another employee currently occupying a position in a classification previously held by the laid off employee in the manner specified under the section entitled Displacement Rights and contained in this Article.

2. Alternatives to Reduction in Force

The City Manager may, after consultation with SEIU Local 721 as required by law, consider alternative actions in order to minimize reductions in force.

3. Suspension of Vacation Redemption/Wage Increases

The City Manager may suspend Article 22, Section 5, Vacation Redemption, for a period of time not to exceed fifty-two (52) pay periods. In addition, the City may defer any negotiated wage increases for a period of time not to exceed fifty-two (52) pay periods.

4. Procedure for Reduction in Force

The City Manager will identify those classifications within departments to be reduced which will minimize the impact on the continued effectiveness of that department and will meet the necessary reduction in force requirements as determined by the City Manager.

5. Notification

a) All Unit employees to be laid off will be given written notice by the City Manager of the effective layoff date no less than thirty (30) calendar days before the effective date of the layoff. Such notice will be hand-delivered or sent by certified mail.

b) The written notice shall inform the employee of his/her displacement rights and reinstatement or reemployment rights.

6. Order of Layoff

Once the classifications to be reduced have been identified, the City Manager shall determine the employee(s) in the identified classification(s) to be laid off in the following order: Flex-staffed classifications shall be considered as one classification for the purpose of reduction in force.

a) Employees who are temporary.

b) Employees in limited-term positions in reverse order of their City Length of Service.

c) Employees serving an initial probationary period with the least continuous City Length of Service.

d) Employees who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff received disciplinary action amounting to a suspension of more than forty (40) hours, or a demotion.

e) An employee who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff has had his/her merit increase withheld for reasons of unsatisfactory job performance.

f) Employees serving a promotional probationary period with the least continuous City Length of Service.

g) Employees with the least continuous City Length of Service.

h) If there are two (2) or more employees who have identical continuous City Length of Service, their order of layoff shall be randomly determined by the City Manager.

7. Displacement Rights

Regular Unit employees who are designated to be laid off and have previously held regular status in another classification may displace employees occupying positions in the previously held classification provided that the employee exercising the displacement privilege has greater continuous City Length of Service than the employee currently in the classification to which the employee is seeking a position. If the employee did not complete a probationary period in the previously held classification, then no displacement rights accrue to that employee for that classification. Conditions which affect displacement rights are as follows:

a) A Unit employee's displacement rights shall be calculated to each previously held classification in reverse of the order in which the employee was employed until a displacement right is determined or the City Manager determines that no displacement right exists. An employee does not have displacement rights to a classification if the employee vacated the classification as a result of a disciplinary action.

b) The employee exercising the displacement right will displace employees in previously held classifications in the same order as specified in Section 6. However, an employee identified to be laid off as a result of Section 6d or 6e criteria and who exercises displacement rights shall not have Section 6d or 6e criteria applied to them for the same offense in a subsequent reduction in force involving a new classification.

c) A Unit employee must exercise his/her displacement right within nine (9) working days after receipt of the notice of layoff, by written request to the City Manager. If the displacement right is not exercised within the specified time period, the right is automatically forfeited.

8. Demotion

a) Upon request of a Unit employee, and with the approval of the City Manager, an employee who has not held regular status in a classification may be allowed to demote to a vacant authorized position in the same department if he/she meets all the requirements of the classification as determined by the City Manager.

b) All Unit employees who are demoted will be paid at the same base wages as prior to demotion, if, and only if, the base wage is within the salary range of the classification that the employee occupies after the demotion. If this is not the case, the base wage to be paid shall be within the salary range of the demoted to classification which is closest to the employee's base wage prior to demotion.

c) Any employee subject to a demotion who has not previously completed the probationary period in the classification to which the employee is demoted shall serve the applicable probationary period without credit for the earlier service in classification.

9. Transfer

a) The City Manager may transfer a Unit employee to a vacant authorized classification if the employee is qualified and technically capable of performing the duties as determined by the City Manager.

b) A Unit employee who is transferred will be paid base wages equal to the employee's base wages prior to transfer. Any such employee who does not accept a transfer within five working days after notice of transfer is given will have automatically forfeited his/her ability to transfer to that classification.

c) Any Unit employee subject to a transfer who has not previously completed the probationary period in the classification to which the employee is transferred shall serve the applicable probationary period without credit for the earlier service in classification.

10. Reinstatement of Employees Demoted As a Result of a Reduction in Force

A Unit employee who is demoted as a result of a reduction in force shall have his/her name placed on a classification reinstatement list, in the order of the City Length of Service. Vacant positions within a classification series shall be first offered to employees on this reinstatement list.

11. Reemployment of Employees Laid Off as a Result of a Reduction in Force

A Unit employee who is laid off and who held regular Unit employee status at the time of layoff shall have his/her name placed on a reemployment list for classifications in which the employee previously held regular status and for classifications at the same or lower salary range for which the employee qualifies in the order of the City Length of Service. Vacant positions in such classifications will be offered to employees on the reemployment list after

employees on the reinstatement list have been reinstated, and prior to an open or promotional recruitment to fill vacant positions in that classification.

12. Duration of Reinstatement and Reemployment Lists

The Unit employee's name shall remain on the reinstatement list and reemployment list for a period of two years from the date of demotion or layoff. An employee not responding to written notification of an opening within nine working days shall have his/her name removed from either the reemployment list or reinstatement list.

13. Restoration of Benefits Upon Reemployment Following a Reduction in Force

Upon reemployment following a layoff due to a reduction in force, an individual will have the following benefits restored:

a) Prior sick leave accruals unless previously compensated for sick leave accruals in accordance with Article 23, Section 7.

b) Seniority at time of layoff for purposes of determining step increases, vacation leave accrual and future layoff priority.

c) Base wages paid to an employee who is reemployed in the same classification he/she held at time of layoff shall be the base wages then in effect for the salary range and step the employee held at the time of layoff. If the employee chooses to be reemployed in a classification which has a salary range lower than the classification from which he/she was laid off, then the base wages shall be those at the step in the lower salary range that is closest to his/her base wages immediately prior to layoff, then the employee shall receive the maximum base wages provided in such salary range.

d) City desires to have contained in the reduction in force procedure a consideration of an employee's performance as a criteria in determining the order of layoffs. Therefore, upon the request of City, SEIU Local 721 agrees to meet and confer with City staff in good faith to negotiate the inclusion of the employee's performance as a criteria in the reduction in force policy. The fact that such negotiations may occur during the period in which a memorandum of understanding between any of the parties is in effect shall not affect the parties' obligation to meet and confer.

14. No Credit for Earlier Service in Classification

Under any circumstances, an Unit employee subject to a demotion or transfer who has not previously completed the probationary period in the classification to which the employee is demoted or transferred shall serve the applicable probationary period for the classification to which the employee is demoted or transferred without credit for the earlier service in the employee's prior classification.

*ARTICLE 35**STRIKES OR LOCKOUTS*

1. No Strike Commitment

During the term of this MOU, SEIU Local 721 agrees that City services directed by City shall be maintained unimpaired. SEIU Local 721 shall not cause, condone, counsel or permit its members, or Unit employees, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the customary functions and procedures of City's operations.

2. Notification of Breach

Should any Unit employees represented by SEIU Local 721 breach this obligation, the City Manager shall immediately notify SEIU Local 721 that a prohibited action is in progress.

3. Return to Work Order

SEIU Local 721 shall forthwith in good faith, through its executive officers and other authorized representatives, disavow the strike or other prohibited action, shall order its members orally and in writing to immediately return to work and/or cease the prohibited activity, and provide the City Manager with a copy of its order, with a declaration as to service on such employees; or, alternatively, accept the full responsibility for the strike or other prohibited activity.

4. Actions Against Employees/Remedies

The City Manager reserves the right to take actions against Unit employees who violate this Article. Such actions may include discipline up to and including discharge, loss of all wages and benefits, including seniority, during the period of such prohibited activity, and any other available administrative and legal actions. Should SEIU Local 721 breach its obligations, or any of them under this Article, SEIU Local 721 agrees that City Manager may invoke all legal and administrative remedies available.

5. No Lockouts

During the term of this MOU, City agrees not to lockout Unit employees.

ARTICLE 36

OTHER-THAN-CITY EMPLOYMENT

1. Purpose

The purpose of this Article is to regulate the practice of employment other than City employment (outside employment) by Unit employees, particularly where there exists a potential that such employment would impair an employee's ability to perform his/her City duties.

2. Prohibiting Conditions

Unit employees are prohibited from holding employment or occupations other than City service when the following conditions may result therefrom:

a) The employment or occupation has the potential for interfering with satisfactory service due to physical or mental fatigue; or

b) The other-than-City employment or occupation is deemed by the City Manager to be inconsistent with or detrimental to City service.

3. Authorization

A written request on the designated City form duly completed must be provided by the employee to the Department Director for approval of any other-than-City employment. Such employment may not be undertaken without prior written approval of the Department Director of such request.

4. Limitation

In no event shall other-than-City employment exceed twenty (20) hours per week.

5. Order to Cease Working

A Department Director may order an employee to cease other-than-City employment if the employment violates any of the provisions of this Article.

ARTICLE 37

GRIEVANCE PROCEDURE

1. Definition of Grievance

a) A "Grievance" is an allegation by a Unit employee claiming that he/she has been adversely affected by a violation of the specific express terms of this MOU, or such of the

Personnel Rules and Regulations that are within the statutory scope of representation, and for which there is no specific method of review provided by federal, State or local law.

b) A grievance is also a claim by a Unit employee that a letter of reprimand was issued to him/her by City without legitimate cause.

2. Informal Resolution

a) The responsibility of a Unit employee with a bona fide grievance concerning terms and conditions of employment is to inform and discuss the grievance with the Division Manager or his/her designee within twenty-one (21) business days from the date of the action causing the complaint or from the date the incident is first discovered, in order to, in good faith, endeavor to resolve the matter expeditiously and informally.

b) If such informal discussion does not resolve the grievance to the Unit employee's satisfaction, the employee may file a formal grievance in accordance with the procedure set forth in this section.

3. Procedure

a) The Unit employee shall reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by City or SEIU Local 721, and shall submit it to his/her Division Manager within ten (10) business days of receipt of the answer from the Division Manager in the formal resolution procedure. The Division Manager shall further consider and discuss the grievance with the employee and the employee's designated representative as he/she deems appropriate, and shall, within ten (10) business days of having received the written grievance, submit his/her response thereto in writing to the employee.

b) If the written response of the Division Manager does not result in a resolution of the grievance, the employee may appeal the grievance by signing and completing the City grievance form and presenting it to his/her Department Director within ten (10) business days of the employee's receipt of the Division Manager's response. The Department Director may investigate the grievance and may set a meeting with the employee, the employee's designated representative and such other persons as he/she deems appropriate to consider the grievance. Within ten (10) business days of the meeting, the Department Director shall submit his/her response to the grievance to the employee and the employee's representative.

c) If the response by the Department Director does not result in resolution of the grievance, the employee may appeal the grievance by signing and completing the City or SEIU Local 721 form and presenting it to a designated representative of the City Manager's Office within ten (10) business days of the employee's receipt of the Department Director's response. The City Manager or designated representative may set a meeting with the employee, the employee's designated representative and such other persons as he/she deems appropriate, to consider the grievance. Within twenty-one (21) business days of receipt of the grievance form, the City Manager or designated representative shall conduct the review and submit his/her response to the employee and the employee's representative.

d) If the response of the City Manager does not result in resolution of the grievance and if the grievance was not related to an appeal of a letter of reprimand:

- 1) The employee and SEIU Local 721 may jointly appeal the grievance to advisory arbitration by signing and completing the City or SEIU form and presenting it to the City Manager within ten (10) business days of the employee's receipt of the City Manager's response.
- 2) The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.
- 3) The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

e) The arbitrator shall be bound by the language of the MOU and City and department rules and regulations consistent therewith in considering any issue properly before him/her.

f) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.

g) The arbitrator shall be bound by federal, State and local law.

h) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to twenty-one (21) days before the grievance was timely filed.

i) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.

j) The City Manager shall, within ten (10) business days of the receipt of the written findings and advisory recommendation, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative.

k) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

4. Time Limits

Failure of City representatives to comply with time limits specified in Section 3 shall entitle the employee to appeal to the next level of review; and failure of the employee to comply with the time limits shall constitute abandonment of the grievance, except however, that the parties may extend time limits by mutual written agreement in advance of expiration of the established time limit.

ARTICLE 38

DISCIPLINARY ACTION PROCEDURE

1. Definition of Disciplinary Action

A "Disciplinary Action" is any suspension, demotion, or discharge of regular non-probationary Unit employees taken for punitive reasons.

2. Opportunity to Respond and Appeal

An employee, within ten (10) calendar days of receipt of an intent to impose disciplinary action to be taken against him/her, shall be accorded a prompt opportunity to respond orally or in writing to the person proposing the disciplinary action and to the charges constituting the bases for the action.

3. Advisory Arbitration

a) The employee, within ten (10) calendar days of the receipt of a notice imposing a disciplinary action, may file an appeal to advisory arbitration.

b) The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.

c) The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- 1) The arbitrator shall be bound by the language of the MOU and City and department rules and regulations consistent therewith in considering any issue properly before him/her.
- 2) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.
- 3) The arbitrator shall be bound by federal, State and local law.

- 4) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to ten days before the grievance was timely filed.
- 5) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.
- 6) The City Manager shall, within ten (10) business days of the receipt of the written findings and advisory recommendation, make the final determination of the disciplinary action and submit it in writing to the employee and his/her designated representative.
- 7) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

ARTICLE 39

TERM OF MEMORANDUM OF UNDERSTANDING

1. Term

This MOU shall be effective October 1, 2019, and shall remain in full force and effect through June 30, 2022.

2. Supersession of Other Documents

This MOU contains all covenants, stipulations, and provisions agreed upon by the City staff and representatives of SEIU Local 721, and is intended to supersede all prior memorandums of understanding, or contrary provisions of Personnel Rules and Regulations.

3. Correction of Errors

SEIU Local 721 and the City staff shall review the contents of this MOU for the express purpose of ascertaining whether any terms, articles, sections or items that the City staff and representatives of SEIU Local 721 had agreed be included in this MOU were inadvertently omitted. If, following this review, the City staff and representatives of SEIU Local 721 agree that any terms, articles, sections, or items have been erroneously omitted, then the City staff shall recommend to the City Council and SEIU Local 721 shall recommend to its members that this MOU be modified or revised to include such terms, articles, sections, or items.

4. Revisions to Personnel Rules and Regulations

If City proposes revisions to its Personnel Rules and Regulations, with respect to any such proposed revisions that fall within the required scope of meeting and conferring, City shall promptly, upon the request of SEIU Local 721, meet and confer on such subjects.

5. No Meet and Confer Requirement

Except as expressly provided in this MOU, City or SEIU Local 721 shall not be required to meet and confer during its term. Nothing in this MOU shall release the City from the meet and confer process required by State law on issues not addressed in the MOU.

6. Complete Agreement

This MOU constitutes the total and entire agreement between City staff and representatives of SEIU Local 721 and no verbal statement shall supersede any of the MOU's provisions.

7. Successor Memorandum of Understanding

During the period between January 1, 2022, and January 21, 2022, SEIU Local 721 will notify the City, in writing, of its desire to negotiate a successor memorandum of understanding. On or about February 2, 2022, the Human Resources Director shall contact SEIU Local 721, in writing, to schedule negotiations meetings for the successor memorandum of understanding. Both parties agree "writing" includes email communication. City staff and representatives of SEIU Local 721 shall then meet and confer concerning those modifications, additions or deletions proposed by the parties as are within the statutory scope of meeting and conferring in accordance with State law and the Oxnard City Code.

ARTICLE 40

LABOR/MANAGEMENT COMMITTEE

The City agrees to establish a Labor/Management Committee to discuss issues of mutual concern. Meetings shall be held periodically at mutually agreed times and dates within fourteen (14) calendar days of any request dependent upon availability of the parties.

ARTICLE 41

SAVINGS CLAUSE

In the event that the implementation of any article or section of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article or section would be frustrated or restrained by such law or tribunal, City staff and representatives of SEIU Local 721 shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article or section.

-XXX-

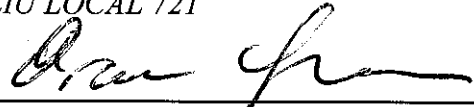
Dated this 05 day of December, 2019.

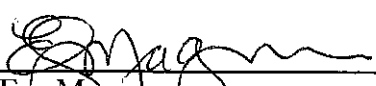
CITY OF OXNARD


Alexander Nguyen, City Manager


Steve Naveau, Human Resources Director

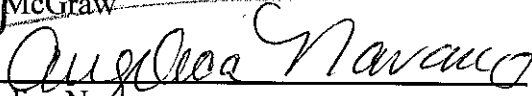
SEIU LOCAL 721

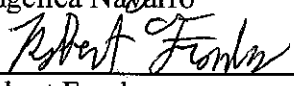

Aram Agdaian, Negotiator


Eva Magana

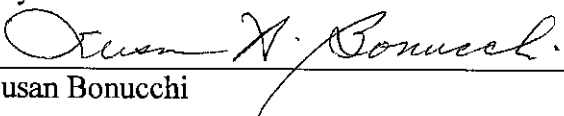

Patricia Garcia


Lyn McGraw


Angelica Navarro


Robert Franks


Taylor Gambino


Susan Bonucchi

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTIONS NECESSARY TO IMPLEMENT THE AGREEMENT

WHEREAS, the International Union of Operating Engineers is the recognized representative for field and trades personnel; and

WHEREAS, the City's memoranda of understanding with the Union of Operating Engineers expired September 30, 2019; and

WHEREAS, representatives of the City met and conferred in good faith with representatives of the Union of Operating Engineers concerning wages, hours, terms, and conditions of employment for employees in the bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreement with the Union of Operating Engineers attached as "Memorandum of Understanding between City of Oxnard and International Union of Operating Engineers Local 501, AFL-CIO" (dated October 1, 2019 through June 30, 2022), which sets forth the modified terms and conditions of employment for this bargaining unit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD RESOLVES that the agreement is adopted and the City Manager and/or his or her designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the Memorandum of Understanding on behalf of the City.

PASSED AND ADOPTED this 17th day of December 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen Fischer, City Attorney

MEMORANDUM OF UNDERSTANDING

between

CITY OF OXNARD

and

***INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 501, AFL-CIO***

October 1, 2019 through June 30, 2022

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PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the City of Oxnard (City) and the International Union of Operating Engineers AFL-CIO, Local 501 (IUOE Local 501), and represents the full and complete agreement of City and IUOE Local 501 for the term hereof concerning wages, hours, and terms and conditions of employment.

ARTICLE 1 IMPLEMENTATION

City staff agrees to recommend to the City Council IUOE Local 501 representatives and its members the adoption and approval, respectively, of this MOU. City and IUOE Local 501 agree that this MOU shall not be binding, either in whole or in part, unless, and until approved by the membership of IUOE Local 501 and duly ratified by the City Council.

ARTICLE 2 RECOGNITION

This MOU shall apply only to regular full-time and regular part-time employees to the extent provided for in Article 33, herein, occupying positions in the classifications specified as comprising the Maintenance, Operations and Repair Unit as per Attachment "A" (Unit Employee Schedule).

ARTICLE 3 CITY RIGHTS

IUOE Local 501 recognizes that City has, and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer, and manage its municipal services and workforce performing those services in all respects, subject to this MOU. IUOE Local 501 recognizes that the City Manager and department directors have, and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this MOU. IUOE Local 501 recognizes that the exclusive rights of City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of services to be offered to the public, and, through its City Manager and department directors to exercise control and discretion over its organization and operations, to establish and implement administrative regulations and employment rules and regulations consistent with law and the specific provisions of this MOU, to direct employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and numbers and kinds of personnel by which City's services are provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

ARTICLE 4
IUOE LOCAL 501 RIGHTS

1. Release Time for Shop Stewards

City agrees that the Shop Stewards of IUOE Local 501 have the right to paid release time for the time spent representing a Unit employee under the grievance procedure and the disciplinary action procedure herein subject to the following:

a) IUOE Local 501 may designate one (1) Unit employee as Chief Shop Steward and up to eleven (11) additional Unit employees as Shop Stewards, and shall notify the City Manager of such designations, in writing. There shall be no obligation on City to change or adjust normal department scheduling or assignments of employees as a result of such designations. Such designations shall be made from among employees regularly working at the work sites within the proximate geographic area where the grievance procedure or disciplinary action procedure shall be conducted.

b) One (1) such Shop Steward may, when IUOE Local 501 is designated in writing by a Unit employee as his/her representative, attend mutually scheduled grievances, disciplinary action meetings, scheduled hearings, meetings with department directors, gathering of information, interviewing of the subject employee or witness and prepare a presentation without loss of pay or benefits. These Shop Stewards may not use in excess of two (2) hours of work time per grievance or disciplinary action process with the exception of attendance at hearings. IUOE Local 501 Chief Shop Steward may continue to use a reasonable amount of release time, to the extent authorized pursuant to past practice, to interview Unit employees in order to facilitate resolving or processing employee grievances.

2. IUOE Local 501 Staff Representatives

IUOE Local 501 staff representatives shall be admitted to the buildings and grounds of City during working hours for the purpose of assisting in the resolution of grievances or disciplinary actions, so long as such admittance will not interfere with any work operation or the safety and security of any work site. Such staff representatives will check in with a designated department director and will be required to conform to the operational and safety regulations and procedures as directed by the department director.

3. List of Unit Employees

Upon reasonable request, City shall provide IUOE Local 501 with a list of Unit employees, their membership status, their classifications and departments, and updates as to transfers, promotions, new City employees, and separations from service within the Unit. The City shall notify IUOE Local 501 of all new appointments of persons occupying classifications in the Unit within thirty (30) days of appointment.

4. Payroll Deductions/Membership Dues

The City shall deduct from the biweekly paycheck of IUOE Local 501 members the regular periodic IUOE Local 501 membership dues (as certified in writing to the City Manager by an authorized official of IUOE Local 501), and the cost of regular periodic IUOE Local 501-sponsored insurance benefits pursuant to the City's deduction authorization form, duly completed and signed by the Unit employee. City shall transmit such deductions biweekly to the IUOE Local 501.

5. Meeting Locations

a) Upon request of IUOE Local 501, City may provide IUOE Local 501 with a location for a meeting to occur outside working hours of the attendees, provided such space is available and IUOE Local 501 complies with all City and department rules, policies, and directions. Such meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager's Office and will indicate the date, time, and general purpose of the meeting for which the facilities are requested.

b) IUOE Local 501 understands and agrees that the City Manager may deny the request based on his/her judgment that the purpose of the meeting makes such use inappropriate.

6. Bulletin Boards

City agrees that IUOE Local 501 may use designated bulletin boards or portions of boards in each work location or shop in which Unit employees work. City and IUOE Local 501 shall jointly identify bulletin board space. Materials to be posted would include notices of IUOE Local 501 appointments and results of IUOE Local 501 elections, and notices of IUOE Local 501 meetings. A copy of all material to be displayed upon bulletin board shall be provided to the affected division manager or his/her designated representative. If the division manager objects to the contents of such material, he/she shall notify IUOE Local 501 staff or the Shop Steward. In such event, the materials shall not be placed on the bulletin board, based upon the division manager's objections, and, if an agreement cannot be reached between IUOE Local 501 and the division manager, the matter shall be referred to the Human Resources Director for resolution. IUOE Local 501 is responsible for posting and removal of material upon the designated bulletin board and for the neat and orderly maintenance thereof.

7. Distribution of IUOE Local 501 Materials

IUOE Local 501 may distribute materials on City premises, at locations designated by the City Manager, before and after scheduled working hours or in non-work areas during scheduled working hours provided that both the employee distributing and the employee receiving such material are not on City time and so that such distribution shall not interfere with City operations.

ARTICLE 5 EMPLOYEE RIGHTS - PERSONNEL FILES

1. Review of Personnel Actions

No evaluation of a Unit employee performance, salary action, resolution of grievance, or disciplinary action shall be placed in the personnel file of such employee without such employee being afforded a reasonable opportunity to read and to receive a copy of such material. The Unit employee must acknowledge that he/she has read such material by affixing his/her signature to it. City understands that such signature does not necessarily indicate agreement by such employee of the content of the material. If the Unit employee refuses to sign, the material shall be placed in his/her personnel file with an appropriate notation by the person filing the material.

2. Personnel File Inspection

With the exception of confidential materials, such as letters of reference, examination rating sheets, and employment background investigations, a Unit employee shall have the right to inspect the contents of his/her personnel file, or he/she may designate in writing a Shop Steward or IUOE Local 501 staff to inspect his/her file.

ARTICLE 6 PERS/WAGES

1. Definition of Base Wages

Base wages shall mean the hourly rate of pay earned by a Unit employee within a salary range assigned by City to the classification occupied by the employee. Base wages do not include longevity pay, educational incentive award, overtime pay, standby pay, bilingual pay, cafeteria plan monies or other additional payments earned by a Unit employee pursuant to this MOU.

2. Increase in Base Wages

There shall be no increase in base wages during the term of this MOU.

3. Pension Benefits

a) "Classic" PERS members, defined as employees (i) hired on or before December 31, 2012 or (ii) who were hired on or after January 1, 2013 and enrolled in the 2@55 retirement plan shall make contributions towards the required employee contribution to PERS costs as set forth below:

- 1) All employees classified as "classic" PERS members will contribute seven percent (7%) of pensionable compensation towards the required employee contribution to PERS. Employees shall pay their share of the employee contribution by pre-tax payroll deduction pursuant to Section 414(h) (2) of the Internal Revenue Code.

b) Employees hired on or after January 1, 2013, who are “new members” as that term is defined in the Public Employee Pension Reform Act (“PEPRA”; Government Code section 7522 et seq.) shall be subject to the provisions thereof, including but not limited to the following:

- 2% at age 62 retirement formula;
- Retirement benefit based on highest 36 consecutive months;
- Employees will pay a “membership contribution” to PERS at the rate established by PERS, which in FY2016-17 is 6.00% of payroll, and which may change from year to year. This shall be paid by the employee by payroll deduction. No portion of the member contribution shall be paid by the City;
- New members shall receive the 4th level survivor benefit and Military Service Credit.

4. Payment of Unit Employee’s PARS Contribution

a) Effective November 24, 2006, City shall pay that portion of each Unit employee’s contribution to the Public Agency Retirement System (PARS) equal to 5.25% of wages upon which retirement contributions are computed.

b) This payment shall not be considered salary by City but shall be made pursuant to Section 414(h) (2) of the Internal Revenue Code. The Unit employee shall contribute to PARS 5.3% of base wages from November 24, 2006, until amended by a new or revised MOU. Any fluctuation on the rate charged by PARS in the future will be reflected in the rate paid by the City.

c) Employees hired on or after January 1, 2013, including (i) “new members” as defined in PEPRA and (ii) “classic” employees coming from another CalPERS jurisdiction, shall not be eligible to receive any PARS benefits.

ARTICLE 7 SALARY PLAN

1. Original Appointment of Unit Employee

City agrees that the beginning base wages of a Unit employee upon original appointment to a classification within the Unit shall be no less than the minimum designated base wages for that classification.

2. Adjustment in Base Wages

If the original appointment to a position is at the “A” step, a Unit employee shall be eligible for advancement to the “B” step twenty-six (26) weeks after original appointment date and to the “C,” “D,” “E,” “F” and “G” steps fifty-two (52) weeks thereafter, respectively, conditioned upon satisfactory performance. Such periods may be extended when, due to a lengthy absence of such employee, a department director does not have a sufficiently reliable basis for evaluating such employee’s performance. Such advancement shall be made unless the department director

recommends and the City Manager approves withholding such advancement. Unpaid leave in excess of five (5) consecutive workdays shall not be considered for purposes of satisfying these time periods.

3. Effective Date of Adjustment

The effective date of the step increase beyond the "A" step shall be determined as follows:

- a) When the step advancement date is between the first (1st) and seventh (7th) days inclusive of a biweekly pay period, the step advancement shall be effective as of the beginning of the biweekly pay period.
- b) When the step advancement date is between the eighth (8th) and fourteenth (14th) days of a biweekly pay period, the step advancement shall be effective as of the beginning of the next biweekly pay period.

4. Merit Increases for Exceptional Performance

When the City Manager determines, based on a department director's recommendation, that a Unit employee has demonstrated an exceptional level of job performance and efficiency in his/her position, the City Manager may increase the base wages for that employee.

5. Payroll Period – Biweekly

Unit employees shall accrue sick leave and vacation leave pay and be paid base wages on a biweekly basis. The payroll checks for each pay period shall customarily be issued to authorized representatives of City departments/divisions not later than the Friday following the end of each biweekly pay period. However, in cases where the Friday payday falls on a holiday, payroll checks shall be issued before the end of the prior workday.

6. Pay on Separation from Service

When a Unit employee is separated from service, all wages and benefits then due such person from City service shall be paid in accordance with the regular payroll processing upon completion by the Unit employee of the required check-out process. City agrees to make reasonable effort to pay such employee all earned leave balances and outstanding salary within two (2) weeks from the date of separation from the City, and in no event later than three (3) weeks from the date of separation from the City.

7. Effective Date of Adjustments

The effective date of any increase in a Unit employee's base wages shall occur at the beginning of a pay period.

ARTICLE 8
PROMOTIONS - PROBATIONARY PERIODS

1. New Hires

- a) All new hires are subject to probationary periods, the length of which is defined by the classification they occupy. While on probation, an employee is at-will. At-will means the employee's employment with the City can be terminated by management without reason or review.
- b) Probationary employees will be evaluated, in writing, at least once, at or near the midpoint of their probationary period. The evaluation does not change the probationary status of the employee.
- c) At the City's discretion, a new hire probationary period may be extended for a period not to exceed three (3) months, and only if the probationary employee received an evaluation as required by subsection (b) above prior to such extension.

2. Promotions

a) Process

- i. The parties agree that it is within the City's sole discretion to determine if a job posting shall be 'closed promotional' or open to the public.
- ii. If the job posting is open to the public, internal applicants shall receive primary consideration ONLY if they meet the following criteria:
 - a. All internal applicants must meet the minimum qualifications for the posted position and their application must provide evidence of these qualifications; and
 - b. All internal applicants must be an employee in good standing. Within the meaning of this Article, good standing is when the applicant does not have any open discipline and has not been disciplined within the past twelve (12) months.
- iii. All internal applicants must successfully complete every phase required for the posted position, including, but not limited to: background screenings, objective testing, medical testing, panel interviews and department level interviews.
- iv. The parties agree when the City posts a job that is open to the public, those internal candidates scoring the highest on whatever initial testing is required by the City, shall be placed above external applicants in this order: regular full-time employees and

limited benefit employees.

b) Probationary Period

- i. Employees who are promoted are on probation, the length of which is defined by the classification they occupy. If the employee is released from the promotional position prior to completion, the employee has a reversion right to the employee's former position.
- ii. Promotional probationary employees will be evaluated, in writing, at least once, at or near the midpoint of their probationary period. The evaluation does not change the probationary status of the employees.

c) Salary Upon Promotions

In the event that a Unit employee is promoted from one classification to another, such employee's beginning base wages shall be at least five percent (5.0%) greater in amount than such employee's current base wages. However, the new base wages shall in no event be greater in amount than the maximum base wages of the higher classification to which the Unit employee is promoted, regardless of percentage of increase. For purposes of step increases thereafter, the promoted employee's advancement date shall be based on the date of the step increase received upon promotion.

*ARTICLE 9
LONGEVITY PAY*

Unit employees who have completed five (5) regular full-time years of service shall be paid a sum equal to one percent (1.0%) of the base wages paid to the employee. Unit employees who have completed ten (10) regular full-time years of service shall be paid an additional one percent (1.0%), making a total of two percent (2.0%) of the base wages paid to such employee. Unit employees who have completed fifteen (15) regular full-time years of service shall be paid a sum equal to an additional one percent (1.0%), making a total of three percent (3.0%) of the base wages paid to the employee. The additional payment for longevity of service shall be made at each time any installment of base wages is made to such employee.

ARTICLE 10
OVERTIME COMPENSATION

1. Entitlement to Compensation

When a Unit employee is assigned and works beyond forty (40) hours per designated one hundred sixty-eight (168) consecutive hours work period, such employee is entitled to overtime compensation.

2. Leave as Time Worked for Overtime Compensation

Duly authorized paid holiday leave, vacation leave, sick leave and jury duty leave shall be considered as time worked for the purposes of determining a Unit employee's eligibility for overtime compensation. All other duly authorized paid leave time shall not be considered as time worked for the purposes of determining a Unit employee's eligibility for overtime compensation.

3. Authorization of Overtime Work

A Unit employee shall be compensated for overtime work only if assigned to such work by an authorized representative of City.

4. Offer of Overtime

City agrees to offer overtime work to regular, full-time Unit employees before offering overtime work to temporary (non-benefitted) employees to fill in for positions that are customarily filled by regular, full-time employees. City shall maintain a list indicating the offers of overtime to regular, full-time Unit employees. The list shall include the name of the regular, full-time employee, the date, time, and reason given for the rejection of overtime by the regular full-time employee. City reserves the right to offer overtime to regular (benefitted) employees to fill in positions that are customarily filled by non-benefitted employees.

5. Regular and Overtime Compensation

- a) A Unit employee's regular rate of pay shall include base wages, longevity pay, educational incentive award, bilingual pay, and shift differential pay.
- b) A Unit employee shall be compensated for overtime work at one and one-half (1.5) times the employee's regular rate of pay to the nearest tenth of an hour.
- c) In lieu of cash payment for overtime hours worked, a Unit employee may request to accrue compensatory time-off credits at the rate of one and one-half (1.5) hours credit for each overtime hour worked, up to a maximum accumulation of one hundred (100) hours, subject to the approval of the City Manager. The request for compensatory time-off credits must be made at the time the overtime is worked.

- d) City shall pay the Unit employee the value of compensatory time-off credits accumulated in excess of eighty (80) hours during the last pay period in the City fiscal year.
- e) Use of compensatory time-off credits in excess of forty (40) hours are subject to the Unit employee providing his or her division manager with a seven (7) calendar day advance notice.
- f) A Unit employee use of compensatory time-off credits shall be subject to approval and scheduling by the division manager.

6. Meal Allowance

Unit employees assigned to work double or back-to-back shifts shall be paid a twenty-dollar (\$20.00) meal allowance per extra shift.

ARTICLE 11 *STANDBY PAY*

1. Controlled Standby

- a) When a regular full-time Unit employee is required and assigned to remain at home for immediate emergency callback at times that such employee is not otherwise scheduled to be nor is on duty, such employee shall be compensated for such standby hours that he or she remained at home at the applicable minimum wage, or such other minimum wage as required by the Fair Labor Standards Act (FLSA).
- b) For purposes of this Section 1 and compliance with the FLSA, controlled standby shall mean standby time during which the Unit employee is required to remain at the employee's home (or to leave a telephone number where the employee can be reached) and the Unit employee is expected to report to work within thirty (30) minutes or less. If judicial and/or Department of Labor interpretation determines that controlled standby reporting time is more or less than that specified above, such time limit shall be adjusted accordingly.
- c) Notwithstanding anything else to the contrary, a Unit employee on standby on a holiday under Article 32 of this MOU shall receive his/her normal shift hours at straight-time pay during his/her normal shift hours for being "on duty" plus his/her normal shift hours added to his/her vacation balance. Further, if a Unit employee on standby works on a holiday, the employee shall receive the straight-time pay and vacation leave set forth herein and shall be paid one-half (0.5) times pay for all time worked.

2. Uncontrolled Standby

- a) Except as provided for in Section 1, above, when a regular full-time Unit employee is assigned to be available for callback at times that such employee is not otherwise scheduled to be nor is on duty, the Unit employee shall be compensated for such standby hours that he/she remained available at two dollars (\$2.00) per hour.

b) Notwithstanding anything else to the contrary, a Unit employee on standby on a holiday under Article 32 of this MOU shall receive his/her normal shift hours at straight-time pay during his/her normal shift hours for being "on duty" plus his/her normal shift added to his/her vacation leave balance. Further, if a Unit employee on standby works on a holiday, such employee shall receive the straight-time pay and vacation leave set forth herein and shall be paid one-half (0.5) times pay for all time worked.

ARTICLE 12 CALLBACK PAY

1. Unscheduled

A Unit employee called back to work after leaving work from a shift or called back to work while on standby shall be entitled to a minimum of two (2) hours of overtime compensation, or two (2) hours of compensatory time credits subject to the provisions of Article 10, Section 4(c). Should another callback be made within the same two (2) hours, the employee will be paid additional compensation only for time worked beyond the initial two (2) hours and will be paid overtime consistent with the MOU. In no event shall an employee be paid the minimum two (2) hours of overtime if they are already working and receiving overtime.

2. Scheduled

A Unit employee scheduled for overtime which requires such employee to return to work after going home from a shift shall be entitled to a minimum of one (1) hour of overtime compensation, or one (1) hour of compensatory time credits subject to the provisions of Article 10 Section 4(c).

3. No Standby Pay While on Callback

During the times the Unit employee is entitled to pay under this Article, he/she shall not be credited with standby pay under Article 11.

ARTICLE 13 COMPENSATION FOR NIGHT WORK

1. Five Percent (5%) Increase

Those regular full-time Unit employees who work fifty percent (50%) or more of their work shift between 6:00 p.m. and 7:00 a.m. shall receive a five percent (5%) increase in base wages for the entire shift worked. If a Unit employee works into the next shift, the Unit employee shall be paid this five percent (5%) increase in base wages for those additional hours worked.

2. Ten Percent (10%) Increase

Those regular full-time Unit employees who work fifty percent (50%) or more of their work shift between 12:00 a.m. and 6:00 a.m. shall receive a ten percent (10%) increase in base wages for the entire shift worked. If a Unit employee works into the next shift, the Unit employee shall be paid this ten percent (10%) increase in base wages for those additional hours worked.

ARTICLE 14 BILINGUAL PAY

1. A Department Director may request that certain eligible members receive bilingual pay. A member shall be certified by the City as possessing the skills necessary to communicate effectively with the public in English and a second language for the purpose of conducting City business.

- a) **Level I - Written and/or Conversational Bilingual.** Members proficient in a second language at an advanced level must meet the following criteria:
 - i. The member must pass the bilingual competency test administered by the City, and
 - ii. The member shall provide basic oral translations as part of their regular job duties.

Members shall receive fifty dollars (\$50.00) per pay period for Level I competency.

- b) **Level II - Bilingual Translators.** Members who pass a skills-based test administered by the City to demonstrate advanced plus competency in written translation and oral interpretation.
 - i. The member shall provide oral communication and translation, as well as written translations, as part of their regular job duties, including, but not limited to, writing and reviewing translated documents for distribution to City residents (i.e. City mailers, press releases, inserts in City utility bills, surveys, etc.).

Members shall receive one hundred dollars (\$100.00) per pay period for Level II competency.

- c) **Level III - Bilingual Translators.** Members who pass a skills-based test administered by the City to demonstrate superior competency in written translation and oral interpretation.
 - i. The member shall provide superior oral communication and translation, as well as written translations, as part of their regular job duties, including, but not limited to, writing and reviewing translated documents for distribution to

City residents (i.e. City mailers, press releases, inserts in City utility bills, surveys, etc.).

Members shall receive one hundred twenty-five dollars (\$125.00) per pay period for Level III competency.

2. Employees who are receiving bilingual pay will be required to recertify every three (3) years. Employees who fail their recertification exam will have their bilingual pay cease on the following paycheck and will be eligible for retesting one (1) year from the date of their previous test.

ARTICLE 15 OUT-OF-CLASS PAY

1. Conditions for Receipt

A Unit employee who is temporarily required to serve in a regular authorized position in a classification with a higher salary range (higher classification) than such employee currently serves in shall be compensated higher base wages in accordance with the following terms and conditions:

- a) The Unit employee must assume the responsibilities of the higher classification.
- b) The Unit employee's time worked in a higher classification shall not be counted toward the completion of probationary requirements in the higher classification.

2. Conditions for Non-Authorization

Out-of-class pay is not authorized, for example, if the organization of a division is such that each Unit employee carries on his/her usual job duties during the temporary absence of a division manager, without the direction which the division manager would provide on a longer term basis.

3. Limits on Out-of-Class Pay

A Unit employee satisfying the terms and conditions of this Article shall be compensated at the minimum base wages established for the higher classification, or five percent (5%) above such employee's current base wages, whichever is greater. However, in no event shall such employee receive an amount greater than the base wages for the maximum step for the higher classification, or more than ten percent (10%) above the Unit employee's current base wages.

4. Temporary Promotion Time Limits

A temporary promotion will not exceed one hundred and eighty (180) days unless an extension is mutually agreed to by the City Manager and IUOE Local 501.

ARTICLE 16

DEFERRED COMPENSATION

Unit employees shall continue to have the right to participate in a deferred compensation program so long as such program is offered by the City.

Beginning with the first (1st) full pay period of January 2020, the City will contribute one percent (1%) of base compensation to a 401(a) account.

ARTICLE 17

TUITION REIMBURSEMENT

1. Amount of Reimbursement/Conditions

City shall pay up to fifty percent (50%) of the cost of tuition, registration fees, laboratory fees, and books related to approved certifications and licensure for occupationally related school courses, workshops and seminars satisfactorily completed on the employee's own time up to a maximum of five hundred dollars (\$500.00) per Unit employee per City fiscal year subject to the following conditions:

- a) Only full-time Unit employees shall be eligible for reimbursement.
- b) Courses that qualify for this reimbursement are those that directly relate to the Unit employee's duties with the City, or that directly relate to, and are part of a planned course of study being actively pursued for promotion within City service.
- c) In the case of school courses for which a letter grade is given, such classes must be presented by an accredited high school, college, university or other accredited institution, and be satisfactorily completed with a grade of "C" or higher.
- d) Courses that do not qualify for this reimbursement are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training such employee has already received, and those for which such employee received reimbursement from any other source.
- e) There shall be no obligation for City to reschedule the work hours of any Unit employee to facilitate attendance at any course of study.

2. Limits on City's Obligations

City assumes no obligations other than those expressly provided for in this Article, nor does City assume any liability that might relate to a Unit employee's voluntarily pursuing course work which may entitle him/her to reimbursement under this Article.

ARTICLE 18
PERSONAL PROPERTY REIMBURSEMENT

1. Conditions for Reimbursement

Through no fault of their own, when Unit employees have an item of personal property damaged or stolen while in the performance of City duties, and when that item is necessarily worn, carried or required as part of the job, the Unit employee may submit a claim for reimbursement to the Human Resources Director. Such claim must be filed within five (5) working days after the loss occurred.

2. Amount of Claim

The minimum claim shall be for ten dollars (\$10.00) per loss. Claims of under ten dollars (\$10.00) shall not be paid. The maximum amount City shall pay a Unit employee who is eligible to receive Tool Allowance (Article 20) is five hundred dollars (\$500.00) in one (1) calendar year. The maximum amount City shall pay any other Unit employee is two hundred fifty dollars (\$250.00) in one (1) calendar year.

3. Level of Reimbursement

a) Reimbursement will be based on the depreciated value of the item at the time of the loss or damage, or cost of repair, whichever is less, after offset for any insurance reimbursement the Unit employee receives.

b) The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost or the repair cost of items that are repairable, whichever is less, less any insurance payment the Unit employee receives. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to the ten dollar (\$10.00) minimum claim limit and the annual maximum of two hundred fifty dollars (\$250.00).

c) Stolen or damaged watches required by employment will be reimbursed at their functional value, (i.e., minus their jewelry value) to the annual maximum of two hundred fifty dollars (\$250.00). A Unit employee shall be reimbursed for such stolen or damaged watches subject to a ten dollar (\$10.00) deductible.

4. Exclusions

The damage or theft of jewelry, automobiles or automobile equipment, and tools and uniform items covered by a City allowance will not be reimbursable.

ARTICLE 19
EDUCATIONAL INCENTIVE AWARD

1. Compensation

City agrees to continue its educational incentive award program for all Unit employees, except classifications requiring a Bachelor's Degree that complete thirty (30) work-related college semester units above the minimum education requirements for the position. The educational incentive shall consist of a two and one-half percent (2.5%) increase in base wages.

2. License and Certification

City agrees to continue existing reimbursements to Unit employees for the cost of obtaining or renewing licenses/certifications required for the Unit employee to perform his/her duties. Reimbursement shall include test fees and renewal costs. City through its City Manager agrees to maintain the joint labor/management committee, to address various labor management issues covered under this MOU.

ARTICLE 20
TOOL ALLOWANCE

City shall provide the following tool allowances to regular Unit employees assigned to the classifications listed below. The tool allowance shall be paid in lump sum as part of such employee's first (1st) pay period beginning in October each year. Unit employees with less than a full year's service in the classification in October of each year shall receive a pro-rata portion of the tool allowance. The City shall increase the tool allowance for all classifications below by one hundred dollars (\$100.00) in October 2020 for a total of seven hundred dollars (\$700.00) and by an additional one hundred dollars (\$100.00) for a total of eight hundred dollars (\$800.00) in October 2021.

Classifications	Amount
Fleet Services Mechanic I/II	\$600.00
Fleet Services Maintenance Worker	\$600.00
MRF Mechanic	\$600.00
Senior Fleet Services Mechanic	\$600.00

Effective October 2020:

Classifications	Amount
Fleet Services Mechanic I/II	\$700.00
Fleet Services Maintenance Worker	\$700.00
MRF Mechanic	\$700.00
Senior Fleet Services Mechanic	\$700.00

Effective October 2021:

Classifications	Amount
Fleet Services Mechanic I/II	\$800.00
Fleet Services Maintenance Worker	\$800.00
MRF Mechanic	\$800.00
Senior Fleet Services Mechanic	\$800.00

ARTICLE 21
MILEAGE COMPENSATION

1. Reimbursement Required

When Unit employees are required by City to use their personal vehicles to perform their assigned duties for City, and they so utilize their own vehicles in traveling directly and uninterrupted from one (1) assigned work location to another assigned work location, City shall compensate such employee as provided herein.

2. Claim Procedure

Unit employees shall make claims for mileage compensation in accordance with a periodic schedule specified by City. The Unit employee shall submit the claim to the division manager on the designated City form, duly completed and signed by such employee.

3. Insurance for Regular Users

Unit employees who are "regular users of personal vehicles" shall be compensated at the mileage rate authorized by the Internal Revenue Service, and shall have in effect and have submitted to City a copy of a certificate of automobile insurance confirming that the insurance policy provides no less than one hundred thousand dollars (\$100,000) public liability/property damage coverage, and that the policy names City as an additional insured. "Regular users of personal vehicles" means Unit employees who are required by City, in the performance of their duties, to drive their own personal vehicles on a regular, continuing and usual basis, and in fact so use their vehicle.

4. Reimbursement for Other than Regular Users

Unit employees who are not regular users of personal vehicles, but otherwise qualify under Section 1, and meet the provisions of this Article, shall be compensated at the mileage rate authorized by the Internal Revenue Code.

ARTICLE 22
UNIFORM ALLOWANCE

1. Designated Employees

City shall provide uniforms, or portions of uniform costs, or uniform service, to each Unit employee required by the City to be "uniformed." Unit employees designated as "uniformed" are those required to wear uniforms and/or safety shoes as a condition of employment. In addition, City will provide legally required safety equipment, and pay the cost for repairing uniforms damaged in the course and scope of employment without negligence by such employee.

2. PERS Reporting

City shall report to PERS the cost of uniforms, excluding safety equipment, for Unit employees required by the City to be uniformed. The cost of uniforms for reporting purposes shall be averaged by classification and shall fall into one of the following three amounts: seventy-five dollars (\$75.00), one hundred and fifty dollars (\$150.00) or two hundred and fifty dollars (\$250.00).

ARTICLE 23 *INSURANCE*

1. Health Insurance Statutory Contribution

City shall continue to contribute the amount required under California Government Code Section 22892 towards the payment of premiums under City's health insurance plan on behalf of each Unit employee and, to the extent required by law, each eligible retiree. Each Unit employee shall have the option to enroll in one of the health insurance plans offered by City.

2. Life Insurance

City shall continue to pay one hundred percent (100%) of the current premium for employee-only coverage under the existing level of benefits for life insurance.

3. Dental Insurance

City shall continue to provide one or more family dental insurance plans. Unit employees may be enrolled in a dental insurance program provided by the City. The City shall contribute thirty dollars and eighty-three cents (\$30.83) biweekly toward the employee's dental cafeteria plan. Employees who opt out of the dental plan and show proof of coverage will receive the City contribution as taxable income.

4. Cafeteria Plan

a) City shall maintain an insurance Cafeteria Plan for Unit employees. The City will increase the monthly contribution to the cafeteria plan by \$357.55 at the start of the 2020 benefits year, or the pay period following Council approval whichever is later. The total new contribution is as follows:

Employee Only/Employee Plus One/Family – \$827.89

The City will make an additional \$357.55 contribution for each tier of the plan effective at the beginning of the second benefit year following Council approval. The total new contribution is as follows:

Employee Only/Employee Plus One/Family – \$1,185.44

The City will make an additional \$357.56 contribution for each tier of the plan effective in the third benefit year following Council approval. The total new contribution is as follows:

Employee Only/Employee Plus One/Family – \$1,543.00

For those employees who waive the medical, the City will contribute the following per month in each plan year:

Year – \$727.89

Year 2 – \$985.44

Year 3 – \$1,243.00

In the final year of the contract if the bargaining group does not obtain and maintain a 65% participation then the “waive” will be reduced to \$900 per month in subsequent benefit year.

b) Cafeteria Plan monies shall be earned and payable on a biweekly basis as reimbursement for biweekly premiums paid by Unit employees for City and/or IUOE Local 501- sponsored health, dental, long-term disability and life insurance premiums. To the extent legally possible all deductions for insurance premiums will not be taxable in accordance with Section 125 of Internal Revenue Service Regulations. Any monies not used by Unit employees to pay for City and/or IUOE Local 501-sponsored insurance programs shall be reimbursed to Unit employees biweekly.

c) Cafeteria Plan monies shall be subject to State and federal taxes, but shall not be considered wages for retirement purposes or retirement calculations.

5. Vision Plan

If IUOE Local 501 makes available to Unit employees a IUOE Local 501-sponsored vision insurance plan, City shall make cafeteria plan deductions from the Unit employee's compensation in accordance with Article 4, Section 4 of this MOU.

6. Flexible Savings Plan

Unit employees are eligible to participate in the City flexible spending account as provided under Section 125 of the Internal Revenue Tax Code.

ARTICLE 24 VACATION LEAVE

1. Accrual

Effective December 29, 2007, full-time Unit employees shall earn vacation leave for each biweekly pay period of service or major fraction thereof, as set forth in the following table:

Years of Service	Vacation Credit For Full-Time Service Hours Per Biweekly Period	No. of Hours of Vacation Earned for 26 Pay Periods
Less than 5	4.08	106.14
5 but less than 6	4.69	122.00
6 but less than 7	5.00	130.06
7 but less than 8	5.31	138.12
8 but less than 9	5.62	146.18
9 but less than 10	5.92	153.98
10 but less than 11	6.23	162.04
11 but less than 12	6.54	170.10
12 but less than 13	6.85	178.16
13 but less than 14	7.15	185.96
14 but less than 15	7.46	194.02
15 or more	7.77	202.08

2. Scheduling

Accrued vacation leave may be taken at one time, or it may be taken several days at a time. The vacation leave is to be scheduled between the Unit employee and the Division Manager in such a manner that such employee's absence will not impair Division operations.

- a) All requests must be made by the employee, in writing, using a City form.
- b) Vacation leave requests must be submitted to their Division Manager or designee, who will not be a Lead Worker nor Senior.
- c) The Division Manager or designee will return the request form to the employee no later than four (4) business days from when the request was made.
- d) All vacation leave requests will be granted, on a first submitted basis, unless two or more forms are handed in on the same day, in which case, the most senior employee's request will be granted.

3. Carrying Forward

Ordinarily, vacation leave shall be taken as earned or within the calendar year following the year that vacation time is accrued. However, vacation time may be carried forward to the following calendar year in accordance with the following provisions:

- a) The maximum amount of vacation leave a Unit employee may carry forward as of the last complete pay period in the calendar year shall not exceed twice the number of hours of vacation leave that such employee currently earns in twenty-six (26) biweekly pay periods. Effective January 1, 2019, this maximum accrual cap shall be enforced every pay period.
- b) The City Manager may waive the maximum amount of vacation leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.

4. Redemption

- a) After five (5) years of regular full-time service, a Unit employee may receive pay in lieu of up to forty (40) hours of vacation leave. The employee may seek to cash out the forty (40) hours two (2) times per year, i.e. twenty (20) hours in July and twenty (20) hours in December.
- b) After ten (10) years of regular full-time service, a Unit employee may receive pay in lieu of up to eighty (80) hours of vacation leave. The employee may seek to cash out the eighty (80) hours two (2) times per year, i.e. twenty (20) hours in July and sixty (60) hours in December.
- c) After fifteen (15) years of regular full-time service, a Unit employee may receive pay in lieu of up to one hundred twenty (120) hours of vacation leave. The employee may seek to cash out the one hundred twenty (120) hours two (2) times per year, i.e. twenty (20) hours in July and one hundred (100) hours in December.
- d) All requests must be made by the employee, in writing, using a City form and, said requests must be submitted to Human Resources during the months of July and December for the employee to receive the redemption.

5. Severance Pay

Any Unit employee who leaves the service of the City shall be paid for accrued vacation leave to which such employee is otherwise entitled at his/her then current base wages plus any longevity pay, and educational incentive pay, being earned as of the effective date of separation from City service.

6. Illness or Sickness During Vacation Leave

When a Unit employee is injured or becomes sick while on authorized vacation leave and is committed to a hospital or confined to a bed by a physician, such employee may exchange sick leave on an equal time basis for vacation leave in accordance with the following provisions:

- a) Upon such injury or sickness, or as soon thereafter as is reasonably practical, the Unit employee must notify the department director of the injury or sickness.
- b) The Unit employee must, upon return to work, provide to the City a declaration from the attending medical provider confirming the injury or sickness that must include a notation as to the number of days that such employee would have been unable to work.
- c) If the Unit employee's injury or sickness continues, or is expected to continue, beyond the currently approved vacation leave, the employee shall notify the division manager as soon as he/she has knowledge of the need for sick leave beyond the end of the vacation leave. In any event, the Unit employee shall notify the division manager no later than the start of the shift on the day such employee is scheduled to return to work from the vacation leave.

ARTICLE 25 SICK LEAVE

1. Accrual

Full-time Unit employees earn three and seven-tenths (3.7) hours of sick leave for each biweekly pay period of service or major fraction thereof.

2. Maximum Limit

A Unit employee may accumulate sick leave without maximum limit but in no event shall City have any liability for cash-out or conversion of hours in excess of six hundred (600), except as otherwise provided below.

3. Sick Leave Conversion to Vacation Leave

After five (5) years of regular full-time service, at the end of the last complete pay period of each calendar year, any of that calendar year's accrued but unused sick leave in excess of the six hundred (600) hour authorized maximum sick leave accumulation may be converted by a Unit employee in accordance with Article 24, Section 3, to vacation leave, effective the first pay period of the next calendar year on a 1:1 ratio.

4. Notification to Division Manager

- a) If a Unit employee is absent because of injury or sickness, he/she is required to notify the division manager of such injury or sickness at least thirty (30) minutes before the shift begins, or within one-half (0.5) hour after the start of the shift if there is not a scheduled employee designated to take the call before the start of the shift.
- b) Sick leave requests for absence beyond three (3) days may require documentation by a licensed physician or other means of verification acceptable to certify the appropriateness of leave.
- c) When absences are properly scheduled with the division manager, leaves of absence for necessary dental, optical, or other medical attention shall be considered as sick leave.

5. Pregnancy

The benefits of this Article apply to disability caused by pregnancy.

6. Uses

Accumulated sick leave may be used for illness or off-duty injury which causes the Unit employee to be disabled and unable to perform his or her usual duties or for properly scheduled medical appointments as per Section 4 above.

7. Penalty for Abuse

Sick leave is a Unit employee's privilege and not an absolute right. Violations of sick leave privilege will result in disciplinary action including loss of pay.

An employee shall be counseled by the employee's supervisor, regarding the employee's absence(s), if any of the following occur:

- a) The employee exceeds ninety-six and two tenths (96.2) hours of absence, for any reason, during one (1) fiscal year;
- b) There is a pattern of absences by the employee such as, but not limited to, on days before or after holidays, or on days before or after weekends; or
- c) The employee's supervisor reasonably believes the employee is misusing sick leave.

Such counseling shall take place to help the employee's supervisor understand the circumstances surrounding the absence(s) and/or to assist the Unit employee as needed.

8. Payment Upon Separation from Service

City will redeem fifty percent (50%) of accumulated, unused or unredeemed sick leave, not to exceed six hundred (600) hours, upon death, retirement or separation from service to those Unit employees with a minimum of five (5) years regular full-time service. The Unit employee shall be paid for these sick hours at such employee's then current base wages plus any longevity pay, educational incentive award, and bilingual pay being earned as of the effective date of separation from City service.

9. Temporary Modified Duty

The City may assign Temporary Modified Duty (TMD) to an employee who has been released to work with restrictions by a medical doctor. In order for an employee to be placed on or in a TMD assignment, the work must be available and the employee must be qualified to perform the essential functions of the assignment with or without reasonable accommodation.

The Human Resources Department shall contact Department Directors to determine whether a TMD assignment exists that fits within the employee's restrictions and limitations as defined by the employee's physician. The Human Resources Department may be notified of existing TMD assignments by employees other than the City's Department Directors. The Human Resources Department shall contact the TMD-eligible employee if an assignment exists that falls within the employee's work restrictions.

TMD assignments shall be for ninety (90) days. Five (5) days prior to the conclusion of the assignment, the Human Resources Department shall determine if any other TMD-eligible employees are waiting for a TMD assignment. If there is a TMD-eligible employee waiting to be assigned and no other assignment is available, except the work being done by the employee concluding the ninety (90) day assignment, that employee will conclude the TMD assignment. If there is no TMD-eligible employee waiting for an assignment or there are additional assignments available, the employee occupying the assignment shall be extended on a week-to-week basis as work remains available, not to exceed an additional ninety (90) days.

At no time shall any TMD assignment be considered a regular permanent assignment, to which the employee is entitled.

ARTICLE 26 *LEAVE OF ABSENCE WITHOUT PAY*

City shall provide leaves of absence without pay under the current policy and shall endeavor to return the absent Unit employee to his/her former position upon such employee's return to work.

ARTICLE 27
BEREAVEMENT LEAVE

1. Conditions

The division manager may grant up to three (3) shifts leave of absence with pay to any eligible Unit employee on the death of any member of such employee's immediate family. Immediate family shall include only the following individuals related to the Unit employee or such employee's spouse by reason of blood line, marriage, adoption, or foster care: parents, grandparents, spouse, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), and any blood relative(s) living in the immediate household.

2. Notice to Division Manager

The Unit employee immediately on return from bereavement leave shall furnish to the division manager some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

3. Hours of Bereavement Leave

City agrees to grant a Unit employee a maximum of three (3) work days of bereavement leave. The number of hours granted as bereavement leave for any given day will be based on such employee's customary work schedule. In the event an employee is required to travel out of state to attend services for his or her deceased family member, the City may allow the use of up to two (2) days of accrued vacation leave to supplement the three (3) working days provided for in this Section.

ARTICLE 28
FAMILY AND MEDICAL CARE LEAVE

1. Rights and Obligations

To the extent not already provided for under current leave policies and provisions, City will provide family and medical care leave for eligible Unit employees as required by State and Federal Law. The following provisions set forth certain rights and obligations with respect to such leave. Rights and obligations which are not specifically set forth below are set forth in the Department of Labor regulations implementing the Federal Family and Medical Leave Act of 1993 ("FMLA") and the regulations of the California Family Rights Act ("CFRA") (Government Code Section 112945.2). Unless otherwise provided by this Article, "Leave" shall mean leave pursuant to the FMLA and CFRA.

2. Eligibility

A Unit employee is eligible for family and medical care leave only if he/she has been employed for at least twelve (12) months and has worked at least twelve hundred and fifty (1,250) hours during the twelve (12) month period immediately preceding the commencement of leave.

3. Leave Period

An eligible Unit employee is entitled to a total of twelve (12) workweeks of leave during a twelve (12) month period calculated from January to December. The City shall designate the start of the leave as the first (1st) day that the employee is absent from work.

4. Exhaustion of Accrued Leaves

If a Unit employee requests leave for any reason permitted under the FMLA or CFRA, he/she must exhaust all accrued leaves (except sick leave) during the FMLA or CFRA leave period. If a Unit employee requests leave for his/her own serious health condition, in addition to exhausting other accrued leaves, such employee shall also concurrently exhaust sick leave.

ARTICLE 29 COURT APPEARANCES & JURY DUTY

An employee, other than a provisional or temporary employee, shall be permitted authorized absence from duty for an appearance in court because of jury service, in obedience to a subpoena or by direction of proper authority, in accordance with the following provisions:

- a) Employees must notify their department head and direct supervisor of their jury duty summons or subpoena, as applicable.
- b) Said absence from duty including necessary travel time will be for actual hours served on jury duty or testifying as a witness in a criminal case, other than as a defendant. This shall include the time from when the employee is ordered to appear until the time the employee is released from the court.
- c) If an employee is required to appear for a morning court session and is sent home before noon and not required to return in the afternoon, the employee will be expected to work his or her regular afternoon schedule. Such employee shall arrive at the work site as soon as reasonably possible following his or her release from jury service or other court appearance.
- d) The City agrees that during jury service or while testifying as a witness in a criminal case, other than as a defendant, Unit employees ordinarily assigned to afternoon and night shift shall be temporarily assigned to the day shift.
- e) Said absence(s) from duty will be without pay when the employee appears in a private litigation to which the City is not a party.

f) As a condition of receiving jury duty pay, the employee must remit to the City, through the employee's department head, within fifteen (15) calendar days after receipt, all fees except those specifically allowed for mileage and expenses.

g) Notwithstanding the foregoing, attendance in court in connection with an employee's official duties or on behalf of the City of Oxnard in connection with a case in which the City is a party, together with travel time necessarily involved, shall not be considered absent from duty within the meaning of this MOU.

ARTICLE 30 MILITARY LEAVE

Unit employees shall be entitled at a minimum to the military leave benefits as provided in the California Military and Veterans Code or as otherwise enhanced by City Council action.

ARTICLE 31 INDUSTRIAL DISABILITY COMPENSATION

1. Entitlement

A Unit employee incapacitated from work because of an injury or sickness arising out of, and suffered in the course of City employment is entitled to City industrial disability compensation as provided herein.

2. Amount

During the period that any Unit employee is temporarily disabled, such employee shall receive City industrial disability compensation equal to seventy-five percent (75%) of his/her base wages plus any longevity pay, educational incentive award, and bilingual pay for the period of his/her temporary disability, but not to exceed a total period of twenty-six (26) weeks for any one (1) injury or sickness nor twenty-six (26) weeks per twelve (12) consecutive months for all injuries or sickness.

3. Condition of Eligibility

As a condition of receiving such industrial disability compensation, a Unit employee shall assign to City all temporary disability payments for industrial disability compensation or rehabilitation. A Unit employee who is temporarily disabled shall not be considered to be in a City service status for the purpose of accruing paid leave benefits.

4. Cessation of Benefits

Industrial disability compensation shall cease when the City Manager determines on the basis of medical evidence that the Unit employee is no longer temporarily disabled. The Unit employee shall have the right to submit written medical evidence secured by such employee to the City Manager for the City Manager's consideration before the City Manager makes such determination; so long as such submission is made by the Unit employee on a timely basis as determined by the City Manager. City assumes no expense or liability in connection with such voluntary submission by a Unit employee. The City Manager's determination shall be adjusted to conform to any decision of the Workers' Compensation Appeals Board as to when the injury becomes permanent and stationary.

5. Conversion of Other Leave

If a Unit employee is temporarily disabled and unable to return to work on account of such temporary disability after the maximum period provided for in Section 2 above, such employee may elect to convert accumulated sick leave, accumulated vacation leave, or both, into supplementary industrial disability compensation. The amount of leave that may be converted is that amount which will provide supplementary disability indemnity benefits to afford a combined total amount equal to the Unit employee's base wages plus any longevity pay, educational incentive award, and bilingual pay during the period of temporary disability.

6. Report of Injury or Sickness

In the event of injury or sickness occurring at work, a report of the injury or sickness must be made by the Unit employee to his/her department director without delay. Report of an injury or sickness is mandatory for eligibility to receive benefits provided in this section. When the Unit employee returns to work, a copy of a medical provider's release must be submitted to the division manager.

ARTICLE 32

HOLIDAY LEAVE

1. Designation of Holidays

For Unit employees, City shall observe the following holidays:

New Year's Day (January 1st)

Martin Luther King's Birthday (the third Monday in January)

Presidents' Day (the third Monday in February)

Cesar Chavez Birthday (March 31st)

Memorial Day (the last Monday in May)

Independence Day (July 4th)

Labor Day (the first Monday in September)

Veterans' Day (November 11th)

Thanksgiving Day (by Presidential proclamation, usually the fourth Thursday in November)

The day after Thanksgiving

Christmas Eve, ½ shift (December 24th)

Christmas Day (December 25th)

New Year's Eve, ½ shift (December 31st)

2. Holiday Leave Hours

Unit employees shall be credited with holiday leave hours for all City observed holidays based upon the assigned customary daily work schedule of the Unit employee sufficient to compensate the Unit employee for all hours regularly worked by such employee.

3. Holidays on Weekends

a) City-observed holidays which fall on Sunday shall be observed on the following Monday. City-observed holidays which fall on a Saturday shall be observed on the preceding Friday.

b) Unit employees who are in paid status on the day that a holiday occurs shall be granted time off, or compensatory time off, or overtime compensation as appropriate.

c) Unit employees required to work on a City-observed holiday shall be paid one and one-half (1.5) their regular rate of pay for hours actually worked, or accrue compensatory time credits at one and one-half (1.5) hours for each hour actually worked, in addition to receiving straight time pay for said holiday.

d) For those Unit employees working an alternate work schedule (4/10 or 9/80), when a holiday is observed on such employee's day off, the City may adjust such employee's work schedule for the week of the holiday.

4. Floating Holiday

a) In addition to the holidays listed in Section 1, one (1) floating holiday shall be granted on January 1st in calendar year 2020, 2021, and 2022. Each permanent, full-time employee covered under the terms of this MOU shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule. This provision shall sunset at the end of this MOU. Employees must use their hours prior to the end of the MOU. Hours may not be carried forward between calendar years.

b) For employees on a 9/80 work schedule, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours.

c) Such leave with pay may be taken, subject to management approval, no later than December 31 of the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by December 31 as described above. Leave granted pursuant to this provision may be taken as one (1) full day or two (2) one-half (0.5) day increments.

ARTICLE 33 PART-TIME EMPLOYEES

1. Part-time Unit employees shall be entitled to the wages and benefits (including paid leaves) provided for in this MOU in a pro-rated amount of one-half (0.5) or three-quarters (0.75), based on such proportion of full-time service as is specified by City for the part-time position. However, part-time Unit employees are not entitled to any benefits under Article 9, Longevity Pay; Article 14, Bilingual Pay; and Article 19, Educational Incentive Award. Under Article 7, Section 2, Adjustment in Base Wages, the required periods for advancement shall be extended so as to equate to the hours worked factors specified for full-time employees. Part-time Unit employees shall receive a pro-rated Cafeteria Plan amount specified in Article 23, Section 4, less the amount previously provided for dental insurance (\$30.83 biweekly). In addition, part-time Unit employees shall not be eligible for any benefits under Article 23, Insurance, for which they are not eligible due to the conditions of City's insurance plan (such as dental coverage).

2. The parties agree that all employees currently designated as "Limited Benefit Employees" (LBEs) who perform any IUOE Local 501 bargaining unit work shall be accreted into the IUOE Local 501 bargaining unit. IUOE Local 501 shall represent all the above-described LBEs who perform IUOE Local 501 bargaining unit work on all matters covered within the scope of bargaining as defined in the Meyers-Milias-Brown-Act ("MMBA").

The current collective bargaining agreement shall not apply to the accreted employees described above. The parties shall commence negotiations at times and places agreed upon mutually, but in no event later than January 2, 2010, regarding the accreted employees described above, as it applies to the terms and conditions of their employment with the scope of bargaining as defined in the MMBA.

Except as set forth herein, the terms and conditions of the Limited Benefit Employees employment shall not change or be altered from their current status, but shall be subject to collective bargaining heretofore.

ARTICLE 34 AMERICANS WITH DISABILITIES ACT

The City shall take all actions necessary to comply with the Americans with Disabilities Act (ADA).

ARTICLE 35 HOURS OF WORK

The work schedule for regular full-time Unit employees shall consist of eighty (80) hours during a fourteen (14) day pre-established pay period. Unit employees shall be given fourteen (14) calendar days' notice before a change in shift. City agrees to schedule Unit employees for consecutive days off whenever feasible.

ARTICLE 36 TRANSFER

1. Conditions

For purposes of this Article, "transfer" means a change from one position to another position having substantially the same salary range. Transfer shall not be used to effectuate a promotion, demotion, or to impose disciplinary action. However, a Unit employee may be transferred for the purpose of facilitating a more satisfactory level of performance by such employee. Upon approval of the City Manager, and after notice to the affected Unit employee, such employee may be transferred at any time. There shall be no change in the Unit employee's step advancement date upon transfer.

2. Probationary Period After Transfer

If a transfer is effected at the request of a Unit employee, the City Manager may, as a condition of approving the transfer, require that such employee serve a probationary period in the new position, unless the Unit employee previously held permanent status in the position transferred to.

ARTICLE 37 *SENIORITY*

1. City shall use seniority for a full-time Unit employee within any classification to determine a shift assignment, driving routes, days of work, vacation leave and compensatory time off.

2. When operational requirements override the use of seniority for a shift assignment or duty assignment, City shall furnish the affected Unit employee with a written description of these operational requirements. Seniority shall not be the sole basis for rotational lead assignments or working out-of-class assignments.

ARTICLE 38 *RESIGNATION*

1. Advance Notice

A Unit employee may resign from City service at any time. A Unit employee resigning from City service, however, shall give a minimum of two (2) weeks' notice to his/her division manager, unless otherwise agreed to by the City and the employee, in order to enable City to make proper provisions for filling his/her position. If the Unit employee fails to provide at least two (2) weeks' notice and the parties have not agreed to a shorter notice period, the City may enter on such employee's service record the statement, "Released with Prejudice."

2. Forfeiture of Privileges

Upon resignation, the Unit employee shall forfeit all seniority and employment privileges allowed by this MOU and other applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section 3.

3. Reinstatement

Any Unit employee who has resigned from City service voluntarily and not then subject to a pending investigation or disciplinary action may apply for reinstatement within one (1) year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation. The Unit employee will have no other rights, privileges, or benefits accrued by him/her in his/her previous employment. This Section will not apply to reinstatement after military service.

ARTICLE 39
REDUCTION IN FORCE

1. Definitions

- a) For purposes of this Article, "City Length of Service" is defined as the Unit employee's total continuous service in regular City employment.
- b) For purposes of this Article, "Displacement Rights" is defined as those rights accruing to regular Unit employees only. These rights, commonly referred to as "bumping rights," allow a laid off Unit employee to displace another Unit employee currently occupying a position in a classification previously held by the laid off Unit employee in the manner specified under the section entitled "Displacement Rights" and contained in this Article.

2. Alternatives to Reduction in Force

The City Manager may, after consultation with IUOE Local 501 as required by law, consider alternative actions in order to minimize reductions in force.

3. Procedure for Reduction in Force

The City Manager will identify those classifications within programs to be reduced which will minimize the impact on the continued effectiveness of that department and will meet the necessary reduction in force requirements as determined by the City Manager.

4. Notification

- a) All Unit employees to be laid off will be given written notice by the City Manager of the effective layoff date no less than thirty (30) working days before the effective date of the layoff. Such notice will be hand-delivered or sent by certified mail, return receipt requested.
- b) The written notice shall inform the Unit employee of his/her displacement rights and reinstatement or reemployment rights.

5. Order of Layoff

Once the classifications to be reduced have been identified, the City Manager shall determine the Unit employee(s) in the identified classification(s) to be laid off in the following order: Flex-staffed classifications shall be considered as one (1) classification for the purpose of reduction in force.

- a) Employees who are non-benefited.
- b) Employees in limited-term positions in reverse order of their City Length of Service.
- c) Unit Employees serving an initial probationary period with the least continuous City Length

of Service.

- d) Unit Employees who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff received disciplinary action amounting to a suspension of more than forty (40) hours, or a demotion.
- e) A Unit employee who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff has had his/her merit increase withheld for reasons of unsatisfactory job performance.
- f) Unit employees serving a promotional probationary period with the least continuous City Length of Service.
- g) Unit employees with the least continuous City Length of Service.
- h) If there are two (2) or more Unit employees who have identical continuous City Length of Service, the order of layoff shall be determined by lottery.

6. Displacement Rights

Regular Unit employees who are designated to be laid off and have previously held regular status in another classification may displace Unit employees occupying positions in the previously held classification provided that the Unit employee exercising the displacement privilege has greater continuous City Length of Service than the Unit employee currently in the classification to which the Unit employee is seeking a position. If the Unit employee did not complete a probationary period in the previously held classification, then no displacement rights accrue to that employee for that classification. Conditions which affect displacement rights are as follows:

- a) A Unit employee's displacement rights shall be calculated to each previously held classification in reverse of the order in which such employee was employed until a displacement right is determined or the City Manager determines that no displacement right exists. A Unit employee does not have displacement rights to a classification if such employee vacated the classification as a result of disciplinary action.
- b) The Unit employee exercising the displacement right will displace Unit employees in previously held classifications in the same order as specified in Section 6. However, a Unit employee identified to be laid off as a result of Section 5d or 5e criteria and who exercises displacement rights shall not have Section 5d or 5e criteria applied to them for the same offense in a subsequent reduction in force involving a new classification.
- c) A Unit employee must exercise his/her displacement right within fourteen (14) calendar days after receipt of the notice of layoff, by written request to the City Manager. If the displacement right is not exercised within the specified time period, the right is automatically forfeited.

7. Demotion

- a) Upon request of a Unit employee, and with the approval of the City Manager, a Unit employee who has not held regular status in a classification may be allowed to demote to a vacant authorized position in the same department if he/she meets all the requirements of the classification as determined by the City Manager.
- b) All Unit employees who are demoted will be paid at the same base wages as prior to demotion, if, and only if, the base wage is within the salary range of the classification that the Unit employee occupies after the demotion. If this is not the case, the base wage to be paid shall be within the salary range of the demoted to classification which is closest to the Unit employee's base wage prior to demotion.
- c) Any Unit employee subject to a demotion who has not previously completed the probationary period in the classification to which such employee is demoted shall serve the applicable probationary period without credit for the earlier service in classification.

8. Transfer

- a) The City Manager may transfer a Unit employee to a vacant authorized classification if such employee is qualified and technically capable of performing the duties as determined by the City Manager.
- b) A Unit employee who is transferred will be paid base wages equal to such employee's base wages prior to transfer. Any such employee who does not accept a transfer within five (5) working days after notice of transfer is given will have automatically forfeited his/her ability to transfer to that classification.
- c) Any Unit employee subject to a transfer who has not previously completed the probationary period in the classification to which such employee is transferred shall serve the applicable probationary period without credit for the earlier service in classification.

9. Reinstatement of Employees Demoted as a Result of a Reduction in Force

A Unit employee who is demoted as a result of a reduction in force shall have his/her name placed on a classification reinstatement list, in the order of their City Length of Service. Vacant positions within a classification series shall be first offered to Unit employees on this reinstatement list.

10. Reemployment of Unit Employees Laid Off as a Result of a Reduction in Force

A Unit employee who is laid off and who held regular Unit employee status at the time of a layoff shall have his/her name placed on a reemployment list for classifications in which such employee previously held regular status and for classifications at the same or lower salary range for which such employee qualifies in the order of the City Length of Service. Vacant positions in such classifications will be offered to Unit employees on the reemployment list after Unit employees on the reinstatement list have been reinstated, and prior to an open or promotional recruitment to fill vacant positions in that classification.

11. Duration of Reinstatement and Reemployment Lists

The Unit employee's name shall remain on the reinstatement list and reemployment list for a period of two (2) years from the date of demotion or layoff. A Unit employee not responding to the written certified, receipt return requested notification of an opening within ten (10) working days shall have his/her name removed from either the reemployment list or reinstatement list.

12. Restoration of Benefits Upon Reemployment Following a Reduction in Force

Upon reemployment following a layoff due to a reduction in force, an individual will have the following benefits restored:

- a) Prior sick leave accruals unless compensated for sick leave accruals in accordance with Article 25, Section 8.
- b) Seniority at time of layoff for purposes of determining merit increases, vacation leave accrual and future layoff priority.
- c) Base wages paid to a Unit employee who is reemployed in the same classification he/she held at time of layoff shall be the base wages then in effect for the salary range and step such employee held at the time of layoff, or the new rate in that step, whichever is greater. If the Unit employee chooses to be reemployed in a classification which has a salary range lower than the classification from which he/she was laid off, then the base wages shall be those at the step in the lower salary range that is closest to his/her base wages immediately prior to layoff, then such employee shall receive the maximum base wages provided in such salary range.
- d) City desires to have contained in the reduction in force procedure a consideration of a Unit employee's performance as a criteria in determining the order of layoffs. Therefore, upon the request of City, IUOE Local 501 agrees to meet and confer with City staff in good faith to negotiate the inclusion of a Unit employee's performance as a criteria in the reduction in force policy. The fact that such negotiations may occur during the period in which a memorandum of understanding between any of the parties is in effect shall not affect the parties' obligation to meet and confer.

13. No Credit for Earlier Service in Classification

Under any circumstances, a Unit employee subject to a demotion or transfer who has not previously completed the probationary period in the classification to which such employee is demoted or transferred shall serve the applicable probationary period for the classification to which such employee is demoted or transferred without credit for the earlier service in the Unit employee's prior classification.

ARTICLE 40

NO STRIKES OR LOCKOUTS

1. No Strike Commitment

IUOE Local 501 agrees that City services directed by City shall be maintained unimpaired. IUOE Local 501 shall not cause, condone, counsel or permit its members, or Unit employees, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the customary functions and procedures of the City's operations.

2. Notification of Breach

Should any Unit employees represented by IUOE Local 501, during the term of this MOU, breach this obligation, the City Manager shall immediately notify IUOE Local 501 that a prohibited action is in progress.

3. Return to Work Order

IUOE Local 501 shall forthwith in good faith, through its executive officers and other authorized representatives, disavow the strike or other prohibited action, shall order its members orally and in writing to immediately return to work and/or cease the prohibited activity, and provide the City Manager with a copy of its order, with a declaration as to service on such employee(s); or, alternatively, accept the full responsibility for the strike or other prohibited activity.

4. Actions Against Employees/Remedies

The City Manager reserves the right to take actions against Unit employees who violate this Article. Such actions may include discipline, up to and including discharge, loss of all wages and benefits, including seniority, during the period of such prohibited activity, and any other available administrative and legal actions. Should IUOE Local 501, during the term of this MOU, breach its obligations or any of them under this Article, IUOE Local 501 agrees that the City Manager may invoke all legal and administrative remedies available.

5. No Lockouts

City agrees not to lockout Unit employees.

ARTICLE 41

OTHER-THAN-CITY EMPLOYMENT

1. Purpose

The purpose of this Article is to regulate the practice of employment other than City employment by Unit employees, particularly where there exists a potential that such employment would impair an employee's ability to perform his/her City duties.

2. Prohibiting Conditions

Unit employees are prohibited from holding employment or occupations other than City service when the following conditions may result:

- a) The employment or occupation has the potential for interfering with satisfactory service due to physical or mental fatigue; or
- b) The other-than-City employment or occupation is deemed by the department director to be inconsistent with, or detrimental to City service.

3. Authorization

A written request on designated City form duly completed must be provided by the Unit employee to the department director for approval of other-than-City employment. Such employment may not be undertaken without prior approval of the department director of such request.

4. Limitation

In no event shall other-than-City employment exceed twenty (20) hours per week.

5. Order to Cease Working

A department director may order a Unit employee to cease other-than-City employment if the employment violates any of the provisions of this Article.

6. Employee Appeal Process

If the Unit employee is not satisfied with the response of the department director concerning outside employment, or if the Unit employee receives an order to cease working other than City employment as described in Section 5, the Unit employee may appeal the department director's decision to the City Manager or the City Manager's designee for final decision.

ARTICLE 42

LABOR-MANAGEMENT COMMITTEE/NEGOTIATIONS

1. Joint Labor/Management Committee

Recognizing the value of a committee where issues of common concern or where issues affecting the represented bargaining unit may be discussed, a Joint Labor/Management Committee has been established.

The Joint Labor/Management Committee may convene as often as needed but not less than once quarterly and not more than once a month for the term of this Agreement. Either IUOE Local 501 or management (or a management designated individual) shall submit to the other party a written request to meet at least ten (10) days prior to the date of the requested meeting and such meeting

request shall include an agenda. Such meeting(s) shall be scheduled to minimize disruptions to the delivery of City Services.

The Committee shall be composed of (i) all IUOE Local 501 designated Shop Stewards and business agent and (ii) up to an equal number of City management representatives, but in no event less than two (2) City management representatives. Additionally, the meeting space will be supplied by the City.

Representatives of IUOE Local 501 attending such meetings shall not lose pay or benefits as a consequence of their attendance. Such meetings shall be scheduled on regular City working days between 8:00 a.m. and 6:00 p.m. for a maximum of three (3) hours.

The Committee has no authority to amend or modify the current MOU.

2. Negotiations

a) Upon reasonable notice, but not less than seventy-two (72) hours in advance, IUOE Local 501 may request to hold a negotiation caucus meeting occurring during City business hours outside of the normal negotiation session and the City agrees not to unreasonably deny such request, subject to operational or other business needs. IUOE Local 501 will inform the City of the date and time of the caucus meeting, including proposed start and end times, prior to the meeting occurring. IUOE Local 501 will inform the City of the list of attendees at least forty-eight (48) hours in advance. IUOE Local 501 agrees that meetings convened under this section will be held only when necessary to develop proposals for the City or respond to substantive City proposals and will not be of excessive length.

b) For meetings that occur during an employee's regular work shift, employees will be paid for this meeting time, but not for meeting time beyond their regular shift (for example, if a meeting runs from 1:00 p.m. to 4:00 p.m. but the employee's regular shift ends at 3:00 p.m., he or she will be not be paid for time spent at the meeting after 3:00 p.m.). Employees who attend meetings outside of their regular shift will not be paid for attending such meetings. No overtime will be paid as a result of attending a meeting under this Section.

c) For purposes of the actual MOU negotiations, each party will be allowed up to four (4) persons plus an IUOE Local 501 or Management spokesperson/lead negotiator. IUOE Local 501 will be allowed to have an alternative available to attend the negotiation session(s) if one of the originally selected four (4) persons cannot attend. Additional IUOE Local 501 and management representatives may participate as subject matter experts when necessary to ensure Department representation on Department specific issues, or to provide technical information. The number of additional representatives shall be mutually agreed to by the parties.

ARTICLE 43 GRIEVANCE PROCEDURE

1. Definitions

a) "Day" means any business day.

b) "Grievance" for purposes of this Section, is a dispute between (i) the City and (ii) of one (1) or more employees and/or IUOE Local 501 involving the interpretation, application or enforcement of the provisions of the MOU, or such of the Personnel Rules and Regulations that are within the statutory scope of representation, and for which there is no specific method of review provided by Federal, State or Local Law.

A grievance is also a claim by a Unit employee that a letter of reprimand was issued to him/her by City without legitimate cause.

c) "Immediate Supervisor" means the individual who has been designated by the department head as the person responsible for first step grievances.

2. Time Limits

Grievances must be presented within ten (10) days from the date the employee knew or reasonably should have known of the event giving rise to the grievance.

If any employee fails to take any action discussed in this procedure, including submission of the initial grievance or appeal from one step to the next step, within the time limitation established in the grievance procedure, the grievance shall be considered settled on the basis of the last decision and grievance shall not be subjected to further appeal or reconsideration.

If the grievant does not receive a response within the prescribed time limits, the grievance automatically goes on to the next step.

Any level of review or any time limits may be waived or extended by mutual written agreement of the parties concerned.

3. Procedure

a) Informal Conference

The employee shall first discuss the matter in an informal conference with the employee's immediate supervisor within ten (10) days from the date the employee knew or reasonably should have known of the event giving rise to the grievance.

Formal Process

i. Step One: Written Grievance

If the matter is not resolved at the informal conference, the employee may, within ten (10) days after the informal conference, present the grievance in writing to the employee's immediate supervisor. The immediate supervisor, upon conferral with the employee's department head, will answer the employee's grievance in writing within ten (10) days after receipt of the grievance.

ii. **Step Two: Appeal to Department Head**

If the matter is not resolved in Step 1, the employee may, within ten (10) days after the immediate supervisor's written answer, appeal the grievance to the employee's department head. The department head will answer the grievance within ten (10) days after receipt of the grievance.

iii. **Step Three: Appeal to Human Resources Director**

If the employee does not accept the decision at Step 2, the employee may, within ten (10) days of the department head's written answer, present the grievance in writing to the Human Resources Director or his/her designee.

The Human Resources Director or his/her designee may discuss the grievance with the employee, the employee's representative, and other appropriate persons as necessary. The Human Resources Director or his/her designee shall render a decision in writing to the employee within ten (10) days after receiving the grievance.

iv. **Step Four: Appeal to Arbitrator**

If the grievance is not resolved at Step 3 and if the grievance was not related to an appeal of a letter of reprimand, the employee may, within ten (10) days after receipt of the Human Resource Director's or his/her designee's written answer, appeal the grievance to advisory arbitration by signing and completing the City form and presenting it to the City Manager.

a. Selection of Arbitrator

The City and IUOE Local 501 shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either City or IUOE Local 501 may request the State Mediation and Conciliation Service submit to them a list of seven (7) arbitrators who have had experience in the municipal sector. The City and IUOE Local 501 shall select the arbitrator by alternately striking names from a list until one (1) name remains. Such person shall then become the arbitrator.

b. Arbitrator Findings and Recommendations

The arbitrator shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

- i. The arbitrator shall be bound by the language of the MOU and City and departmental rules and regulations consistent therewith in considering any issue properly before the arbitrator.
- ii. The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to arbitrator.
- iii. The arbitrator shall be bound by Federal, State and Local Law.
- iv. The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to ten (10) days before the grievance was timely filed.
- v. Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.
- vi. The City Manager shall, within ten (10) calendar days of the receipt of the written findings and advisory recommendation, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative.
- vii. The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

The written findings and recommendations of the arbitrator shall be executed within ten (10) days after the hearing, shall be made public, and shall be certified to the City Manager.

b) Review by the City Manager

The arbitrator's recommendations shall be subject to review by the City Manager in his/her sole discretion. The decision of the City Manager to approve or reject the arbitrator's recommendations shall be final.

4. Rights of Representation

A grievant may be accompanied by a representative at any step of the grievance process.

ARTICLE 44 DISCIPLINARY ACTION PROCEDURE

1. Definition of Disciplinary Action

A "Disciplinary Action" is any suspension, demotion, or discharge of regular, non-probationary Unit employees taken for punitive reasons.

2. Opportunity to Respond and Appeal

A Unit employee, within ten (10) calendar days of receipt of an intent to impose disciplinary action to be taken against him/her, shall be accorded a prompt opportunity to respond orally or in writing to the person proposing the disciplinary action and to the charges constituting the basis for the action.

Upon hearing the employee's response, the Skelly Officer shall issue their final action within fourteen (14) calendar days after the meeting. A delay in the response does not vacate the action if it should be upheld but allows for the employee to move the proposed discipline to the next step of the process.

3. Advisory Arbitration

a) The Unit employee and IUOE Local 501 jointly, within ten (10) calendar days of the receipt of a notice imposing a disciplinary action, may file an appeal to advisory arbitration.

b) If an appeal is filed, the employee representative from IUOE Local 501 shall contact the City within thirty (30) calendar days from the date of appeal to commence selecting an arbitrator and scheduling the matter for arbitration. If the employee representative from IUOE Local 501 does not contact the City within thirty (30) calendar days to commence the process, the employee shall have waived their right to file an appeal to advisory arbitration.

c) City and IUOE Local 501 shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either City or IUOE Local 501 may request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the municipal sector. City and IUOE Local 501 shall select the arbitrator by alternatively striking names from a list until one (1) name remains. Such person shall then become the arbitrator. Should either party not engage in the strike off process within thirty (30) calendar days of the receipt of the list, then the responsive party shall have the right to select a name from the list and advise the unresponsive party of their selection and that individual shall become the arbitrator for the hearing.

d) The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

1) The arbitrator shall be bound by the language of the MOU and City and department rules and regulations consistent therewith in considering any issue properly before the arbitrator.

- 2) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to the arbitrator.
- 3) The arbitrator shall be bound by Federal, State and Local Law.
- 4) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to ten (10) days before the grievance was timely filed.
- 5) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.
- 6) The City Manager shall within ten (10) calendar days of the receipt of the written findings and advisory recommendation, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative.
- 7) The decision of the arbitrator shall be final and binding only in the case of appeals from disciplinary actions involving discharge.
- 8) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the City and IUOE Local 501.

4. Time Limits

The parties agree that verbal warnings, verbal reprimands and written reprimands are NOT discipline. Documentation evidencing a verbal warning, a verbal reprimand or a written reprimand shall be removed from an employee's personnel file after one (1) year.

If an employee receives a suspension, all documentation relating to that suspension will be removed from the employee's personnel file two (2) years after the suspension has been served.

If an employee is placed on a last chance agreement (LCA), the length of the LCA shall not exceed two (2) years.

Nothing in this Article shall preclude the City from referencing prior discipline in performance evaluations or subsequent discipline.

ARTICLE 45
TERM OF MEMORANDUM OF UNDERSTANDING

1. Term

This MOU shall be effective October 1, 2019, and shall remain in full force and effect through June 30, 2022.

2. Supersession of Other Documents

This MOU contains all covenants, stipulations, and provisions agreed upon by the City staff and representatives of IUOE Local 501, and is intended to supersede all prior Memorandums of Understanding, or contrary provisions of the Personnel Rules and Regulations.

3. Correction of Errors

IUOE Local 501 and City staff shall, prior to June 30, 2020, review the contents of this MOU for the express purpose of ascertaining whether any terms, articles, sections, or items that City staff and representatives of IUOE Local 501 had agreed be included in this MOU were inadvertently omitted. If, following this review, City staff and representatives of IUOE Local 501 agree that any terms, articles, sections, or items have been erroneously omitted, then City staff shall recommend to the City Council and IUOE Local 501 shall recommend to its members that this MOU be modified or revised to include such terms, articles, sections, or items.

4. Revisions to Personnel Rules and Regulations

If City proposes revisions to its Personnel Rules and Regulations, with respect to any such proposed revisions that fall within the required scope of meeting and conferring, City shall promptly, upon the request of IUOE Local 501, meet and confer on such subjects.

5. No Meet and Confer Requirement

Except as expressly provided in this MOU, City or IUOE Local 501 shall not be required to meet and confer during its term.

6. Complete Agreement

This MOU constitutes the total and entire agreement between City staff and representatives of IUOE Local 501 and no verbal statement shall supersede any of the MOU's provisions.

7. Successor Memorandum of Understanding

During the period between May 1 and May 31, 2022, IUOE Local 501 will notify City of any modifications, additions or deletions IUOE Local 501 wishes to incorporate in a successor Memorandum of Understanding and the City Manager shall on or about August 15, 2022, notify IUOE Local 501 of any modifications, additions or deletions the City Manager wishes to

incorporate in such successor Memorandum of Understanding. City staff and representatives of IUOE Local 501 shall then meet and confer concerning those modifications, additions or deletions proposed by the City Manager and IUOE Local 501 as are within the statutory scope of meeting and conferring and in accordance with the Oxnard City Code.

ARTICLE 46
NO REPRISALS

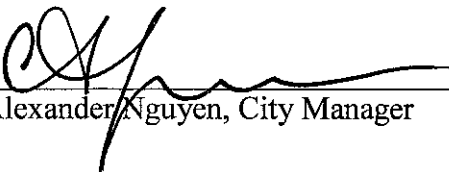
City shall not impose or threaten to impose reprisals by discriminating or threatening to discriminate against a Unit employee, or otherwise interfering with, restraining, or coercing a Unit employee.

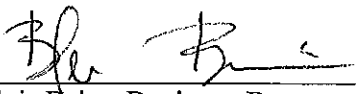
ARTICLE 47
SAVINGS CLAUSE

In the event that the implementation of any article or section of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article or section would be frustrated or restrained by such law or tribunal, City staff and representatives of IUOE Local 501 shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article or section.

CITY OF OXNARD

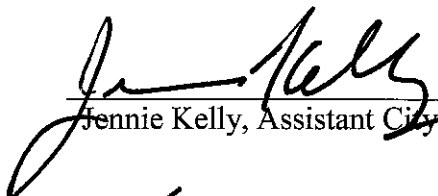
INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 501, AFL-CIO


Alexander Nguyen, City Manager


Blair Brim, Business Representative


Steve Naveau, Director of Human Resources

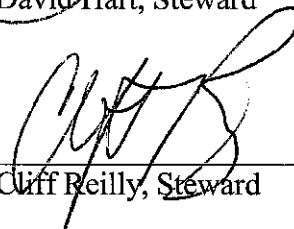
Thomas O'Mahar, President


Jennie Kelly, Assistant City Attorney

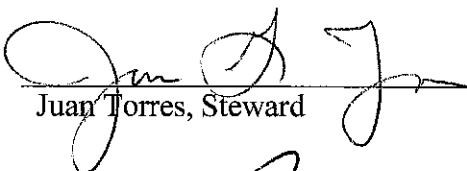
Edward J. Curly, Business Manager and
General Vice President

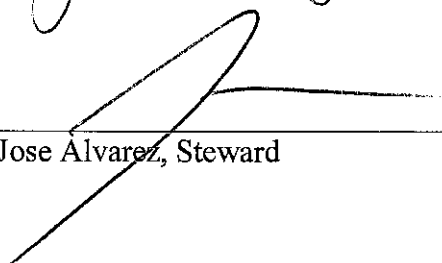

Mike More, Human Resources Manager

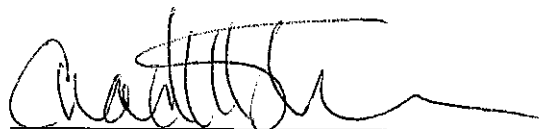

David Hart, Steward


Cliff Reilly, Steward


Ambrocio Yoro, Steward


Juan Torres, Steward


Jose Alvarez, Steward



Chad Shoemaker, Steward



Mike Love, Steward

Dated: _____

11/18/2019

IUOE

- **Term:** Through June 30, 2022
- **Medical Contribution**
 - Employees who purchase insurance: Incremental increase to final amount of \$1,543 per month over the term of the contract
 - Employees who waive insurance: Incremental increase to final amount of \$1,243 per month over the term of the contract
 - Reduced to \$900 after end of contract term unless entire Confidential group (executive, management, non-management) has 65% of members participating in the medical plan
- **Uncontrolled Standby:** Increased from \$1.25 to \$2 per hour
- **Three Levels of Bilingual Pay (previously \$30/pay period)**
 - **Level I (Written/Conversational):** \$50/pay period
 - **Level II (Bilingual Translators):** \$100/pay period
 - **Level III (Bilingual Translators-Superior):** \$125/pay period
- **Deferred Compensation:** The City will make a 1.0% contribution to a 401(a) Deferred Compensation Plan

IUOE - Financial Impact

LABOR COSTING METHODOLOGY

Group	Calendar Year 2020	Calendar Year 2021	Calendar Year 2022	3 Year	Total
IUOE	\$ 1,680,972	\$ 1,296,985	\$1,297,026	\$	4,274,983
Totals	\$ 1,680,972	\$ 1,296,985	\$1,297,026	\$	4,274,983
% Increase	7.69%	5.93%	5.93%	19.54%	

BUDGET METHODOLOGY (CUMULATIVE)

Group	Calendar Year 2020	Calendar Year 2021	Calendar Year 2022	3 Year Total
IUOE	\$ 1,680,972	\$ 2,977,957	\$4,274,983	\$ 8,933,912
Totals	\$ 1,680,972	\$ 2,977,957	\$4,274,983	\$ 8,933,912
% Increase (Cumulative)	7.69%	13.61%	19.54%	

SEIU

- **Term:** Through June 30, 2022
- **Medical Contribution**
 - Employees who purchase insurance: Incremental increase to final amount of \$1,543 per month over the term of the contract
 - Employees who waive insurance: Incremental increase to final amount of \$1,243 per month over the term of the contract
 - Reduced to \$900 after end of contract term unless entire Confidential group (executive, management, non-management) has 70% of members participating in the medical plan
- **Three Levels of Bilingual Pay (previously \$20/pay period)**
 - **Level I (Written/Conversational):** \$50/pay period
 - **Level II (Bilingual Translators):** \$100/pay period
 - **Level III (Bilingual Translators-Superior):** \$125/pay period
- **Deferred Compensation:** The City will make a 1.0% contribution to a 401(a) Deferred Compensation Plan

SEIU - Financial Impact

LABOR COSTING METHODOLOGY

Group	Calendar Year 2020	Calendar Year 2021	Calendar Year 2022	3 Year Total
SEIU	\$ 1,384,907	\$ 941,145	\$ 941,106	\$ 3,267,158
Totals	\$ 1,384,907	\$ 941,145	\$ 941,106	\$ 3,267,158
% Increase	6.48%	4.40%	4.40%	15.29%

BUDGET METHODOLOGY (CUMULATIVE)

Group	Calendar Year 2020	Calendar Year 2021	Calendar Year 2022	3 Year Total
SEIU	\$ 1,384,907	\$ 2,326,052	\$ 3,267,158	\$ 6,978,118
Totals	\$ 1,384,907	\$ 2,326,052	\$ 3,267,158	\$ 6,978,118
% Increase (Cumulative)	6.48%	10.89%	15.29%	



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. K.2.

DATE: December 17, 2019

TO: City Council

FROM: Shiri Klima, Deputy City Manager, (805) 385-7487, shiri.klima@oxnard.org

SUBJECT: Internal Auditor's 2018-19 Annual Work Plan, Contract Amendment and Resolution. (10/5/10)

RECOMMENDATION

That the City Council:

1. Ratify the Internal Auditor Annual Work Plan Proposal for 2018-19;
2. Approve and authorize the Mayor to execute a First Amendment to Agreement No. A-7986 with Price Paige and Company to amend required protocols; and
3. Adopt a resolution delegating to the Finance and Governance Committee and its Chair (and in limited circumstances, the City Manager or City Attorney) oversight and coordination of Internal Auditor services, and amending the Whistleblower Hotline Policy.

BACKGROUND

On June 27, 2017, City Council awarded a consulting services agreement (No. A-7986) to Price Paige and Company ("Internal Auditor") for a three year term that expires on June 30, 2020. This contract's scope of work consists of a whistleblower analysis, an internal audit risk assessment, and the actual audits.

Prior to January 2019, the Internal Auditor made its presentations to the Fiscal Policy Task Force (FPTF) before presenting to the full City Council, as required by the contract. On September 20, 2018, at the FPTF meeting, the Internal Auditor presented a list of projects, ranking their priority level from low to high. During this meeting, the Internal Auditor discussed shifting the projects from their original projected timeline and inquiring if it needed to come back to the FPTF and Council for approval each time to make the change. The FPTF granted the Internal Auditor permission to shift the projects using its best professional judgment without the need to come back to Council each time. However, the contract was never amended, and the contract requires the Internal Auditor to go to Council. This has caused confusion.

DISCUSSION

Ratification of Work Plans and Appropriation of Funds

For FY 2017-18 the total cost for the internal audit services was \$127,403. These audit services included City Corps performance audit, golf course performance audit, risk assessment, payroll and overtime analysis, whistleblower projects, and the basic internal auditor services. The Internal Auditor began work on the City Corps and golf course performance audit, but halted those projects to focus on risk assessment, and payroll and overtime analysis along with whistleblower matters during the first year.

In FY 2018-19 the total cost for the internal audit services was \$122,480. During that year, the Internal Auditor continued its overtime analysis, basic internal audit services, risk assessment, and the golf course and City Corps

performance audits in addition to starting the PACC performance audit. Also, the Environmental Services cash handling project was added to the audit list. This last project was not originally outlined in the scope of services of the Agreement, nor was it in a Council-approved annual work plan. For an audit not listed in the Agreement or in a subsequent annual work plan, the contract requires the Internal Auditor to get approval by the FPTF and ratification by the City Council; thus far, the FPTF approved this audit, but the City Council has not. On October 8, 2019, staff returned to the Finance and Governance Committee to ratify the FY 2018-19 Internal Auditor's work plan proposal in order to retroactively approve the E.R. audit. Now this requires Council approval for completion and approval of an appropriation for payment of invoices. (The \$122,480 total for FY 2018-19 includes the ER cash handling project, which thus far has cost the City \$49,980.)

When this item went to Committee in October, the Internal Auditor also presented its proposed Audit Annual Work Plan for FY 2019-20. However, the Committee had further questions for staff, particularly related to purchasing, sole sourcing and procurement cards as related to a potential new audit of procurement recommended by the Internal Auditor. Staff is returning to the Committee on December 10th to provide that additional information. If the Committee then approves the proposed Audit Annual Work Plan for FY 2019-20, staff will bring this work plan to Council at a future date for ratification. As of the writing of this report, the Committee has not acted.

Contract Amendment and Resolution

Staff also proposes the attached amendment to the contract for the purposes of better communication between the Internal Auditor and Council. First, after the FY 2019-20 approval, the Internal Auditor would only come to the Finance and Governance Committee, and not to the full City Council, for approval of its annual work plan. Additionally, staff recommends that at least every two months, the Internal Auditor meet with the Chair of the Finance and Governance Committee to review, and if necessary, to amend those priorities. The Chair would have the authority, granted to him or her by the Council, to change the priority order of existing work as well as to authorize new work. Moreover, staff recommends that the Internal Auditor present to the entire Finance and Governance Committee audit updates at least twice a year and present actual audit reports as they are completed to the Committee and later to the Council. Finally, staff recommends that if the whistleblower hotline yields an urgent concern, the Internal Auditor immediately notify the proper staff member—which would be the City Manager unless he is being implicated, in which case it is the City Attorney—and that these staff members have Council-delegated authority to immediately authorize an audit, subject to ratification by the Chair of the Finance and Governance Committee at his or her next meeting with the Internal Auditor. Staff has provided these recommendations to the Internal Auditor, who agrees with them. Staff is also proposing the attached resolution for Council approval to delegate authority and amend a provision of the Whistleblower Hotline Policy consistent with the proposed contract amendment.

STRATEGIC PRIORITIES

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

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

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

Objective 1b. Establish an Internal Audit Program to complete performance audits of identified programs to ensure compliance with state and federal law and that Council policy is adhered to.

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

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

The total allocation for the FY 2018-19 is \$49,883, which comprises the past due invoices from FY 2018-19. When the original Agreement was adopted, the City Council appropriated \$200,000 per the staff report. Funding for this allocation has been budgeted into the FY2019/20 General Fund Non Departmental Professional Contract (Account no. 101-1001-801-8209). Thus, no additional funding is needed at this time.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on October 8, 2019, to approve the staff recommendation regarding the 2018-19 Internal Auditor Annual Work Plan proposal, contract amendment and resolution, and to forward these items for Council approval. The Finance and Governance Committee has not yet acted regarding the 2019-20 Internal Auditor Annual Work Plan; this will come to Council once the Committee makes its final determination.

Prepared by: Sarah Rowley, Administrative Assistant, Shiri Klima, Deputy City Manager

ATTACHMENTS

1. A-7986 Price Paige and Company
2. A-7986 Price Paige First Amendment
3. City of Oxnard Risk Assessment Audit Work Plan FY 2018-19
4. Resolution Amending Whistleblower Policy and Delegating Duties to Finance and Governance Committee.CC.v2
5. Internal Auditor Presentation

Agreement No. A-7986

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES ("Agreement") is made and entered into in the County of Ventura, State of California, this 27th day of June, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and Price Paige and Company ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

WHEREAS, City desires to hire Consultant to perform certain consulting services specified herein; and

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

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

1. Scope of Services

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

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the Services.

3. Standard of Performance

Consultant agrees to undertake and complete the Services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

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



5. Coordination of Services

The Services shall be assisted by and coordinated with a City Manager designee (“**Coordinator**”), subject to the direction of the City Council through their Fiscal Policy Task Force (“**Chair of FPTF**”).

6. Place of Work

City shall provide office space for Consultant to adequately perform the Services provided for in this Agreement. It is understood that Consultant can perform the Services at any place or location as the Consultant shall determine; however, Consultant will work with the FPTF to ensure an adequate physical presence is achieved at the City given the purpose of the Internal Audit program and the reporting requirements outlined in the Services.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

The Services performed under this Agreement shall be completed during the term of this Agreement [pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference in full herein]. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Chair of FPTF of such delays.

9. Principal in Charge as Internal Auditor

Consultant hereby designates Fausto Hinojosa as its principal-in-charge, the City’s Internal Auditor and the person responsible for necessary coordination with the Coordinator and Chair of the FPTF.

10. Permits, Licenses, Certificates

Consultant, at Consultant’s sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of the Services, including a City business tax certificate.

11. City’s Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform the Services. Chair of FPTF agrees to provide direction to Consultant as requested regarding project requirements.

12. Term of Agreement

This Agreement shall begin upon execution of this contract, and expire three calendar years later, unless City and Consultant agree to extend the term with two (2) one-year options. In no event will contract exceed five (5) calendar years from its original execution.

13. Termination

a. This Agreement may be terminated by City without cause if Chair of FPTF notifies Consultant, in writing, of City's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant without cause if Consultant notifies Chair of FPTF, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten (10) calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant amounts and rates provided in Exhibit C (attached hereto and incorporated by this reference in full herein).

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

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

e. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the Services and upon submission by Consultant of an invoice delineating the Services performed, in a form satisfactory to Manager. The invoice shall identify the Services by project as specified by Coordinator.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the Services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the Services. Consultant shall provide Coordinator with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

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

17. Non-Appropriation of Funds

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

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("**documents and materials**") shall be the property of City and shall, upon completion of the Services or termination of this Agreement, be delivered to Coordinator.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to Coordinator within ten (10) calendar days, all the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving the Services to which City is entitled under this Agreement or for other purposes relating to the Agreement. Consultant shall maintain and preserve all such records for a period of at least three (3) years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

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

21. Indemnity

a. To the fullest extent permitted by law, Consultant shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the "**Indemnified Party**") from and against all liabilities regardless of nature, type, or cause, to the extent arising out of or resulting from or in connection with Consultant's negligent or willful misconduct in its performance of this Agreement or Consultant's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Consultant's duty to indemnify. To the extent of Consultant's negligent or willful misconduct in its performance of this Agreement or Consultant's failure to comply with any of its obligations contained in the Agreement, Consultant shall be obligated to defend, in all legal, equitable,

administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, unless Indemnified Party's sole liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused in part by an Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs to the extent of Indemnified Party's negligent or willful misconduct in its performance of this Agreement or of Indemnified Party's failure to comply with any of its obligations contained in the Agreement.

c. The review, acceptance or approval of Consultant's work or work product by the Indemnified Party shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

22. Insurance

a. Consultant shall obtain and maintain during the performance of the Services the insurance coverages as specified in Exhibit INS 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 Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS 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 Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

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

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and

subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as provided for in this Agreement, or except as Coordinator may specify in writing, Consultant, and its agents, employees, subcontractors and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation.

25. Conflict of Interest

If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express written consent of Coordinator and Chair of FPTF, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance

with all antidiscrimination laws of the United States of America, the State of California, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by Coordinator, provide copies to Coordinator of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of California.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the Services performed by Consultant pursuant to this Agreement.

34. Severability

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

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

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

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the Services rendered or the amount of Consultant's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

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

39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to Price Paige and Company, 677 Scott Avenue, Clovis, CA 93612, Attention: Fausto Hinojosa.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City Manager's Office, 300 West Third Street, 4th Floor Oxnard, California 93030, Attention: Greg Nyhoff, City Manager.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed upon to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[Signatures on next page]

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

CITY OF OXNARD

Tim Flynn 6/27/17
Tim Flynn, Mayor Date

VENDOR/CONTRACTOR/CONSULTANT

Fausto Hinojosa 6/19/17
Fausto Hinojosa, Vice President Date

Mitch Buckley 6/21/17
Mitch Buckley, Secretary Date

ATTEST:

Michelle Ascencion 6/27/17
Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer 6/22/17
Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Greg Nyhoff 6/21/17
Greg Nyhoff, City Manager Date

APPROVED AS TO AMOUNT:

Greg Nyhoff 6/21/17
Greg Nyhoff, City Manager Date

APPROVED AS TO INSURANCE:

Mike More 6/27/17
Mike More, Risk Manager Date

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

EXHIBIT A**SCOPE OF SERVICES****I. SCOPE OF SERVICES**

The successful firm will be required to provide audit services that include, but are not necessarily limited to the following:

- I. Internal Auditor Basic Services:** (To commence immediately and accomplished concurrently with the citywide Risk Assessment and any other specific audit activities as outlined below).
 - A.** Provide a senior representative to be the named as the City Internal Auditor under the terms of contract, who will:
 1. Respond to phone calls, citizen inquiries and emails to the City Internal Auditor and when appropriate refer to City staff.
 2. Coordinate with City staff to schedule Fiscal Policy Task Force Council Committee Meetings.
 3. Provide regular reports on the status of the risk assessment and other audit activities.
 4. Propose and update the Audit Work Plan at the beginning of each calendar year for the subsequent fiscal year beginning in July; prepare Audit Work Plan based on regular citywide risk assessments and include proposed scope and cost for each recommended audit; present annual Audit Work Plan to City Manager for preliminary review of scope, followed by review by the Fiscal Policy Task Force Council Committee and final presentation to the City Council for approval.
 5. Provide regular status reports, either written or oral, to the Fiscal Policy Task Force; at a minimum provide Quarterly Reports on activities and findings related to audits; may be required to be present at City Council or other meetings upon request.
 6. Conduct follow-up and verification of audit findings pursuant to closing findings as complete.

7. Provide city staff with tools to track open audit findings and facilitate resolution of findings when complete.
 8. Provide follow-up work for findings associated with annual external financial audits.
- B. Administer Oxnard's new Whistleblower Hotline Policy
1. Manage the City's new Whistleblower Hotline Policy (see Attachment 1)
 2. Create and operate toll free phone hotline, email or mail repository to solicit allegations of misconduct. Consultant will use assistance of third-party to operate phone hotline.
 3. Perform the duties as outline in the attached Whistleblower Hotline Policy, including but not limited to: reaching out to the complainant to ascertain the nature of the complaint, its merit and relevance to City of Oxnard business; maintaining a database to track complaints and activities leading to resolution of it; prioritizing the complaint consistent with Policy; and, conducting the relevant due diligence leading to appropriate findings and resolution of the complaint.
 4. Provide periodic reports to the City Council, at least every six months, including a list of the allegations received through the Hotline, including the priority assigned and the status or disposition of each reported allegation.

II. City Council Initial Audit Work Plan:

- A. Conduct a citywide Risk Assessment and Internal Control audit that utilizes the March 17, 2015 report to Council called "Organizational Assessment and Audit of Corporate Support, Accountability and Value Systems—Management Partners and Renne Sloan Holtzman and Sakai, LLP" and the July 19, 2016 Presentation on the Single Audit Report, Internal Control and Compliance Report and Other Communication for FY 2014-15 by Eden Casareno and Associates; as a starting point for completing this section of the scope of work. Any proposal should not be redundant to this work; rather it should be complementary to what the City already knows.

1. Complete a Risk Assessment of the City's financial operations:
 - a) Review Organizational Assessment mentioned above.
 - b) Review administrative and financial policies, procedures, and practices.
 - c) Examine methods, procedures, and practices used to provide reasonable assurance that City assets are safeguarded and that staff is complying with approved policies, procedures and practices.
 - d) Identify the strengths, weaknesses, challenges and key areas of risk.
 - e) Make recommendations for improvement, identify future audit priorities and prepare a preliminary Audit Work Plan in conjunction with the results from reviewing the internal controls mentioned below.
2. Examine the internal controls framework of the City to include:
 - a) The City's overall control environment.
 - i) Management's philosophy and operating style regarding integrity and ethical values.
 - ii) Staff's philosophy and operating style regarding integrity and ethical values.
 - iii) The assignment of authority and responsibility for ensuring protection of City assets and policy compliance.
 - iv) Existing policies and procedures.
 - b) The City's ongoing identification and assessment of risk.
 - i) The City's approach to risk identification and risk mitigation (proactive versus reactive).
 - ii) The alignment of the City's objectives with the assessment of risk.
 - c) The City's control activities (for protection of assets and compliance with policies).
 - i) Separation of duties.
 - ii) Authorization and approval.
 - iii) Custodial and security arrangements.

- iv) Review and reconciliation.
 - v) Variance analysis.
 - vi) Adequate documentation.
 - vii) Physical inventories.
- d) Senior management, mid-management and supervisory responsiveness to identified problems/weaknesses.
- i) The timeliness with which internal control deficiencies are identified and communicated.
 - ii) Appropriateness of management's selection of risk response – avoidance, acceptance, reduction, or sharing of an identified risk.
- e) Perform sampling procedures to test and evaluate one or more areas of the City's internal controls, considering risk, control weaknesses, size, and complexity of operations.
- f) Make use of and build upon the internal control evaluation work done by the City's independent CPA firm during that firm's annual financial statement audit.
- g) Review any recommendations regarding the internal controls with the appropriate executives, including the Chief Financial Officer and the City Manager.
- h) Prepare reports which analyze significant risk assessment findings, recommend changes for strengthening internal controls and reducing identified risks.
- i) Report of the findings that outlines the specific deficiencies in the internal control framework and the possible impact posed (level of risk) due to the identified weaknesses.
 - ii) Report with recommendations that will address the weaknesses identified in the City's internal control framework.
 - iii) Present draft results of this audit project along with the findings from the Risk Assessment and fold into the preliminary Audit Work Plan to the City Manager with the final report to the Fiscal Policy Task Force Council Committee, including estimated costs by audit project and a

recommended future audit approach. This will require eventual ratification by the full City Council.

- B. Conduct comprehensive performance audit of Oxnard's City Corp program
1. This program represents a hybrid structure where City Corp management (City employees) seeks funding independently of the City and its proceeds are accounted for in a City Trust Fund along with a City General Fund subsidy and other City financial support via contracts with City departments. Payroll for City Corp employees is processed totally independent of the City's systems. City Corp employees are hired outside the City's Human Resources processes. As a result, since City funds support and City employees manage this program, this audit will examine all City Corp practices vis-à-vis City policies and procedures, state or federal guidelines, best management practices and proper internal controls for managing risk.
 2. Given the stated program goals, this audit will examine program outcomes and the efficiency and cost-effectiveness of the program.
 3. Given the City's difficult General Fund financial position, the audit will provide recommendations for potential cost savings to the General Fund.
 4. All audit findings will be accompanied with recommendations for improvement.
 5. Preliminary findings and recommendations will be shared with program management, the Coordinator and City Manager.
 6. The final report will be reported out to the Fiscal Policy Task Force Council Committee and ultimately the full City Council.
- C. Conduct comprehensive performance audit of the Oxnard's Performing Arts and Convention Center (PACC) Program.
1. Again, this program is a hybrid one where City employees provide overall management and supervision and the City provides a sizeable General Fund contribution; however, there is a non-profit organization that provides funding and some direction to the PACC Manager. As a result, due to the intertwining of non-profit and City staffing and funding; this audit will examine program and financial activities of the entire PACC program i.e. for both the non-profit and City. It will use as benchmarks: City policies and

procedures, state or federal guidelines, best management practices, general fund subsidies of similar programs/facilities and proper internal controls for managing risk.

2. Given the overall program goals, this audit will examine program outcomes and the efficiency and cost-effectiveness of the program.
 3. Given the City's difficult General Fund financial position the audit will provide recommendations for potential cost savings to the General Fund.
 4. The audit should provide recommendations on budgeting and accounting practices for improvement of financial management and accountability.
 5. All audit findings will be accompanied with recommendations for improvement.
 6. Preliminary findings and recommendations will be shared with program management, the Coordinator and the City Manager.
 7. The final report will be reported out to the Fiscal Policy Task Force Council Committee and ultimately to the full City Council.
- D. Conduct a comprehensive audit of the City's use and management of overtime in the various programs within departments. Audit will use as benchmarks: City policies and procedures, best management practices, staffing levels, and proper internal controls for managing the cost of overtime. The auditor will evaluate outcomes and efficiencies of the program and recommends ways to improve in these areas.
- E. Conduct a comprehensive performance audit of the City's Golf operation.
1. The City owns one golf course that has been operated under contract by the same vendor since 1993. The Golf generated revenues do not cover the full direct and indirect costs of operating the golf course facility at River Ridge Golf Club and requires a General Fund subsidy. The FY 16-17 budget is \$5.3 million and the budgeted General Fund subsidy is \$775,858. Given the City's difficult budgetary position, it is interested in options to save money and reduce the subsidy by the City.
 2. Conduct a thorough review of the Golf operations, its contract with the vendor that operates the program and comparing these efforts to generally recognized best management practices. This would be

done with the goal of improving the cost effectiveness of the program and reducing the subsidy of the program.

3. Conduct a thorough review of the City's contract oversight practices and recommend options to improve control and accountability of the Golf operator.

III. Annual Audit Work Plan: Professional Standards, Implementation and Maintenance:

- A. Provide resources to conduct specific internal audits effectively and efficiently according to relevant professional standards such as: Generally Accepted Government Auditing Standards (GAGAS) or other professional standards as promulgated by the American Institute of CPA's (AICPA) and/or Institute of Internal Auditors (IIA). The annual Audit Work Plan will be proposed by the internal auditor but selected by the Fiscal Policy Task Force Council Committee and ultimately ratified by the City Council. The related work activities are as follows:
 1. Provide an opportunity for feedback and response by departments under audit along with the City Manager's Office.
 2. Provide regular reports on the status of ongoing internal audits to the City Manager and Fiscal Policy and Audit Council Committee.
 3. Provide written reports with results of audits and publish audits to the City Internal Auditor's Web page; based on the audit work performed, written reports and oral PowerPoint presentations must be provided. The presentations shall address the audit findings and conclusions, audit recommendations that will improve the efficiency and effectiveness of the organizations or programs audited, and corrections needed to address any operational deficiencies or non-compliance issues found.
 4. Work with management to implement recommendations.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 14,906

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING A WHISTLEBLOWER HOTLINE POLICY

WHEREAS, California Government Code Section 53087.6 authorizes the City Council to approve establishing a whistleblower hotline to provide a confidential way for the public to report fraud, waste and abuse; and

WHEREAS, the City Council intends to award a contract for Internal Auditor services, which services shall include the review and investigation of reports of fraud, waste and abuse, as well as a contract for the operation of a Whistleblower Hotline for the intake of such reports; and

WHEREAS, the City Council wishes to establish a policy regarding the operation of the Whistleblower Hotline and the review and processing of reports submitted through the Hotline and through other channels.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the Whistleblower Hotline Policy attached hereto as Exhibit "A" is hereby adopted.

PASSED AND ADOPTED THIS 5th day of April, 2016, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald, Padilla and Perello.

NOES: NONE.

ABSENT: NONE.

ABSTAIN: NONE.



Tim Flynn, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, Interim City Attorney

Attachment 1—EXHIBIT "A"

City of Oxnard Whistleblower Hotline Policy

WHISTLEBLOWER PROTECTION

The City will take all appropriate steps to thoroughly evaluate any allegations of improper governmental action that are brought to its attention. No City official or employee shall take retaliatory action against any employee or member of the public who, based on a good faith belief, has made a complaint or allegation concerning improper governmental action. Any individual who files a complaint may elect to have their identity kept confidential to the extent permitted by law unless the employee waives confidentiality in writing. The City shall establish a Whistleblower Hotline in order to receive and investigate allegations of possible City Fraud, Waste, and Abuse. This policy reflects the City's ongoing commitment to support open, ethical, accountable, and transparent local government.

Purpose

It is the purpose of this policy to 1) encourage employees and members of the public to report information concerning any allegedly improper governmental action or subsequent retaliation by the City's officers or employees by providing them protection against retaliation, and 2) reinforce the expected values and behaviors of City officials and employees because of their role as guardians of the public trust and resources.

Procedures

The following procedures aim to ensure accountability by creating a consistent and logical method for receiving and tracking allegations received through the Whistleblower Hotline. These procedures describe how the Internal Auditor and others involved in the reporting process will handle these allegations. Additionally, the procedures lay out a risk-based approach for using the Internal Auditor's limited resources to investigate the allegations that could place the City of Oxnard at the greatest risk.

Receiving Allegations

City staff or members of the public may submit allegations by either calling the Whistleblower Hotline's toll-free number, 1-***-***-****, or by completing the online form located at https://www.*****. In addition, individuals may also submit allegations directly to the Internal Auditor. Any individual who files a complaint may elect to have their identity kept confidential. The individual's identity will be kept confidential to the extent permitted by law unless the individual waives confidentiality in writing. Information can be submitted in person, over the phone, by voicemail, by e-mail, or by mail. The following provides the general procedure for receiving allegations.

In-Person or Phoned-In Allegations

Persons responsible for intake of allegations should adhere to the following procedures:

1. Ask about the subject of the allegation to ensure that the complainant is reporting to the correct entity. Determine if the allegation is about a City Department, Employee, Vendor, or Contractor; or if the complaint would fall under another jurisdiction.
 - If the allegation is not related to City government (for example, it is about a State or County Employee), refer the complainant to other relevant reporting options. See Reporting Options

table. Enter the information in the Intake Log with a note about which entity the complainant was referred to.

2. If the allegation is about a City Department, Employee, Vendor, or Contractor, start a conversation with the complainant about the allegation.
3. After obtaining a basic understanding of the allegation, if the complainant had not already provided his or her name, ask for their name and contact information. Discuss the complainant's preference about remaining anonymous. Note this information on the Intake Form. Persons receiving allegations may enter notes on paper or directly into the electronic form.
4. After gathering this information, continue the conversation about the allegation. Ask the questions from the Intake Form, if appropriate. However, use your discretion to ask additional questions. The form's questions are meant to be used as a tool to aid the conversation and to solicit possible additional evidence.
5. After completing the conversation, enter/review Intake Form notes and save the file on the Investigations database.
6. Log the allegation information on the Intake Log.
7. Discuss the allegation with appropriate Internal Auditor Staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Allegations section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

Voicemail Allegations

1. Listen to the voicemail.
2. Log the allegation information on the Intake Log.
3. Complete the Intake Form.
4. If necessary and contact information is available, seek additional information by using any contact information that the complainant provided.
5. If contact is made, update the Intake Form to reflect additional information.
6. Discuss the allegation with appropriate Internal Auditor Staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Allegations section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

E-mailed or Mailed-In Allegations

1. Read the e-mail or letter.
2. Log the allegation information on the Intake Log.
3. Complete the Intake Form.
4. If necessary and contact information is available, seek additional information by using any contact information that the complainant provided.
5. If contact is made, update the Intake Form to reflect additional information.
6. Discuss the allegation with appropriate Internal Auditor Staff. Depending on the severity of the allegations, this discussion might need to occur immediately. See Allegations section below. For less serious allegations, discussions of many allegations may take place during periodic whistleblower hotline meetings.

Screening for Merit and Relevance

The Whistleblower Hotline is open to the public at large. As such, it welcomes an expansive range of complaints. Therefore, it is important to consider, during the interview process, how the allegation may

relate to waste, fraud, or abuse by the City or its Employees. To do this, intake staff should think broadly about how the provided statements could tie into a related matter. Allegations, from a cursory review, could appear to lack in merit or relevance due to a myriad of reasons. However, upon a thorough and professional evaluation, they may point to an issue that puts the City at risk, which merits further investigation. However, cases that lack merit and relevance, as determined by insubstantial statements, should be documented and closed as 'Dismissed: Does Not Appear to Have Merit' in the Whistleblower Intake Log in order to preserve Internal Auditor resources. Taking these necessary steps protects the integrity of the Whistleblower Hotline and efficiently preserves public resources for matters that have merit and relevance.

Allegations

The Intake Log and Intake Form requires Internal Auditor staff conducting the intake to rate the priority of the complaint using "low," "medium," and "high." This method is to help the Internal Auditor prioritize its investigations by targeting overall risk to the City of Oxnard. Any allegations that are rated "medium" or "high" should be presented to the City's Internal Auditor or relevant Internal Auditor staff as soon as practicable. Those rated "low" can be discussed during periodic hotline discussions. The following provides guidance about rating allegations:

High Priority

Reasons why allegations may be considered high priority include a safety concern, losses to the City of Oxnard for more or equal to \$75,000, criminal activity resulting in a loss of at least \$400, high-level involvement, collusion of multiple wrongdoers, a major department-wide issue, or need for immediate action to stop a potential major issue. High-priority items should be discussed immediately. In addition, addressing these items could take priority over other investigations and audits – at the Internal Auditor's discretion.

Medium Priority

Allegations in this category could include a loss to the City of Oxnard for more or equal to \$25,000, abuse of authority, medium to low-level employee involvement, minor department-wide issues, or patterns of small problems that could become serious in the aggregate.

Low Priority

Allegations in this category could include a loss to the City of less than \$25,000, isolated instances of time abuse, wasteful practices that would lead to limited gains in efficiencies if corrected, or allegations that lack credibility and evidence. The Internal Auditor would aim to investigate items in this list, but may not do so because of limited resources or if the complaint is insubstantial due to a lack of sufficient information to warrant an investigation. However, if the same or similar issues were reported multiple times, low priority items may become more of a priority.

Allegations Covered By the Internal Auditor

The hotline is designed to promote good government by providing City employees and members of the public with a way to report allegations of fraud, waste, and abuse.

In 2009, State Law went into effect that enabled local government auditors to establish whistleblower hotlines and to provide whistleblower protections. Local auditors are authorized under California

Government Code Section 53087.6 to create whistleblower hotlines with the approval of their respective legislative bodies.

The California Government Code defines “fraud, waste, or abuse” in this context as an activity by a local government or employee “that is in violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct.”

The following further defines fraud, waste, and abuse:

Fraud -- The Association of Certified Fraud Examiners defines occupational fraud as “the use of one’s occupation for personal enrichment through the deliberate misuse or misapplication of the employing organization’s resources or assets.”

Some examples of possible fraud include theft of City funds or property, accepting or soliciting a bribe or kickback, falsifying payroll information, falsifying financial records to hide theft, submitting a false voucher, or using city property for non-City business.

Waste -- Waste can be intentional or unintentional and can involve unnecessary or extravagant City expenditures or misuse of City resources.

Abuse -- This is the use of an employee’s position in the City to obtain personal gain for that employee or for someone else like a family member or friend.

The above definitions are meant to provide guidance, and are not meant to cover all types of allegations that will be investigated.

Additional Definitions

Employee means anyone employed by the City, whether in a permanent or temporary position, including full-time, part-time and intermittent workers. It also includes volunteers and members of appointed boards or commissions, whether or not paid.

Good faith belief means an honest and reasonable belief based on personal knowledge.

Improper governmental action means any activity by a local agency or employee that is undertaken in the performance of the employee's official duties, including activities deemed to be outside the scope of his or her employment, that is in violation of any local, state, or federal law or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct.

Retaliatory action means any adverse change in an employee’s employment status or the terms and conditions of employment resulting from an employee’s complaint or allegation of an improper governmental action based on good faith belief.

Allegations Covered by Other City Offices

Some allegations are more appropriately investigated by other City Departments. The intent of establishing a whistleblower hotline is not to replace or limit other reporting options. Specifically, many Human Resources related issues should still be reported to the appropriate Human Resources staff. For example, labor grievances, discrimination allegations, and workers' compensation claims should be reported under the City's current procedures. Also, some callers may want to report legal issues to the City Attorney's Office, or code enforcement issues to the Development Services Department. As appropriate, the Internal Auditor will refer reporters to other City departments. However, it may also be appropriate for Internal Auditor staff to gather initial information in these areas to better understand the issues involved.

Internal Referrals Reporting Options:

Human Resources Department for workers' compensation information, union grievance procedures, and environmental health and safety programs like OSHA and DOT compliance:

805-385-7590

<http://hr.cityofoxnard.org/11>

Financial Resources - Risk Management for liability claims:

805-385-7475

<http://finance.cityofoxnard.org/8/>

City Attorney:

805-385-7483

<http://cityattorney.cityofoxnard.org/1>

Code Compliance Division for neighborhood code, housing and dangerous buildings, business compliance, landscape requirements, rental house standards, and anti-graffiti:

805-385-7940

<http://developmentservices.cityofoxnard.org/Uploads/code/>

Police for non-emergencies:

805-385-7600

<https://www.oxnardpd.org/>

Reporting Options for Allegations Covered by Non-City Agencies

Jurisdiction	Organization	Reporting	Methods
County of Ventura	County Auditor- Controller	Audit Fraud Hotline	805-644-6019 Audit Fraud Hotline/ County of Ventura/ 800 South Victoria/ Ventura, CA 93009-1540
State of California	Bureau of State Audits	Whistleblower Hotline	800-952-5665 Investigations/ Bureau of State Audits/ 555 Capitol Mall, Suite 300/ Oxnard, CA 95814 http://www.bsa.ca.gov/hotline/filecomp
Consumer Complaints Against a Business	California Office of the Attorney General	Comment/ Complaint Form	https://oag.ca.gov/contact/ consumer-complaint- against-business-or- company
Consumer Complaints Against a Business	Better Business Bureau	Complaints	https://www.bbb.org/cons umer-complaints/file-a- complaint/get-started
California Attorneys	State Bar of California http://www.calbar.ca.gov/Attorneys/LawyerRegulation/FilingaComplaint.aspx	Complaints	800-843-9053
California Judges	Commission on Judicial Performance	Complaints	415-557-1200 http://cjp.ca.gov/file_a_complaint.htm

Special Circumstances

1. The Internal Auditor may receive allegations about elected officials. As the Internal Auditor does not generally have the authority to audit the City Council without their request to be audited, allegations involving these officials shall be discussed with the Internal Auditor immediately. The Internal Auditor and other City officials, if necessary, will discuss how to evaluate these types of allegations.
2. Additionally, allegations may be received about members of the Internal Auditor's staff. If such allegations occur, those receiving the allegations should report them to the Internal Auditor immediately. The Internal Auditor and any other Internal Auditor staff who become aware of the complaint will evaluate the allegation, possibly with the advice of other City staff and officials, to determine if an investigation shall be conducted by the City or by an outside entity. The Internal Auditor's staff is expected to keep the allegation confidential and not inform the individual who is the subject of the allegation. If the complaint is about the designated Internal Auditor, the individual receiving the allegation should discuss it with another staff member and possibly seek guidance from City staff or officials to determine how to proceed.

Periodic Reporting

The Internal Auditor shall, at least every six months, report to the City Council on the allegations received through the Whistleblower Hotline, including the priority assigned and the status or disposition of each reported allegation.

Contact Information for the Internal Auditor Appointed by the Oxnard City Council:

To be determined within three weeks of contract approval by the City Council.

EXHIBIT B
SCHEDULE OF SERVICES

I. Internal Audit Basic Services

- A. Provide designated City Internal Auditor and commence basic services
- B. Provide Whistleblower Hotline services

The above services will commence within three weeks from contract execution.

II. City Council Initial Audit Work Plan

- A. Conduct Risk Assessment and Internal Control audit
- B. Conduct comprehensive performance audit of Oxnard's City Corp Program
- C. Conduct comprehensive performance audit of Oxnard's Performing Arts and Convention Center (PACC) Program
- D. Conduct a comprehensive audit of the City's use and management of overtime
- E. Conduct a comprehensive performance audit of the City's Golf operation

The above activities will be completed in the City's 2017-18 fiscal year.

III. Annual Audit Work Plan: Professional Standards, Implementation and Maintenance

This is ongoing activity; however, the proposed FY 18-19 Audit Work Plan, and any subsequent ones, should be completed in time for inclusion in the City's annual budget adoption process.

EXHIBIT C
COMPENSATION RATES

I. Internal Audit Basic Services

A. Provide designated Internal Auditor/Basic Services	\$15,600
B. Provide Whistleblower Hotline Services	\$10,120
1. Third-party hotline system	<u>\$ 3,000</u>
	\$28,720

The above are fixed annual amounts for three years.

Note: While the above are "not to exceed amounts", extensive investigations into possible fraud activities within the Whistleblower program cannot, and are not, estimated in these amounts provided for that program. The above estimate includes the activities necessary to examine and establish predication. Pursuant to the Fraud Examiner's Manual, predication is the totality of circumstances that would lead a reasonable, professionally trained, and prudent individual to believe a fraud has occurred, is occurring and/or will occur. Predication is the basis upon which an extensive examination or fraud investigation is commenced. Extensive examinations or fraud investigations are impossible to predict, thus outside the scope of the amount provided above.

II. City Council Initial Audit Work Plan

A. Conduct Risk Assessment and Internal Control Audit	
1. Risk Assessment	\$31,280
2. Internal Control Audit	\$28,880
B. Performance audit of City Corp	\$15,600
C. Performance audit of PAAC	\$21,600
D. Audit of Overtime	\$15,060
E. Performance audit of Golf course	<u>\$14,960</u>
	\$127,380

Amounts in this Section II. Reflect "not to exceed" amounts

First Year Costs	\$156,100
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Hourly Rates

Partner	\$250/hr.
Manager	\$160/hr.
Supervisor/Senior	\$140/hr.
Staff	\$120/hr.
Support Staff	\$ 80/hr.

These billable rates are fixed amounts for three years.

Agreement No. A-7986

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment ("First Amendment") to the Agreement for Consulting Services A-7986 ("Agreement") is made and entered into in the County of Ventura, State of California, this 17th day of December, 2019, by and between the City of Oxnard, a municipal corporation ("City"), and Price Paige and Company ("Consultant"). This First Amendment amends the Agreement entered into on June 27, 2017, by City and Consultant.

City and Consultant (collectively the "Parties") agree as follows:

1. All references to the "Fiscal Policy Task Force," "Fiscal Policy Task Force Council Committee," and "Fiscal Policy and Audit Council Committee" throughout the Agreement and all exhibits thereto are hereby amended to the "Finance and Governance Committee." All references to the "Chair of FPTF" throughout the Agreement and all exhibits thereto are hereby amended to the "Chair of the Finance and Governance Committee."
2. Subsection 4 of subsection B (Administer Oxnard's new Whistleblower Hotline Policy) of Section I (Internal Auditor Basic Services) of Section I (Scope of Services) of Exhibit A is hereby amended to state: "Provide periodic reports to the Finance and Governance Committee, at a frequency depending on volume but in any case at least every six months, including a list of the allegations received through the Hotline, including the priority assigned and the status or disposition of each reported allegation."
3. Subsection D (regarding overtime) of Section II (City Council Initial Audit Work Plan) of Section I (Scope of Services) of Exhibit A is hereby amended to add the following sentence to the end: "The final report will be reported out to the Finance and Governance Committee and ultimately to the full City Council."
4. Subsection E (regarding the City's Golf Course) of Section II (City Council Initial Audit Work Plan) of Section I (Scope of Services) of Exhibit A is hereby amended to add subsection 4, which states: "The final report will be reported out to the Finance and Governance Committee and ultimately to the full City Council."
5. Subsection A of Section III (Annual Audit Work Plan: Professional Standards, Implementation and Maintenance) of Section I (Scope of Services) of Exhibit A is hereby amended to add subsection 5, which states: "The final audit reports will be reported out to the Finance and Governance Committee and ultimately to the full City Council."
6. Subsection A of Section III (Annual Audit Work Plan: Professional Standards, Implementation and Maintenance) of Section I (Scope of Services) of Exhibit A of the Agreement is hereby amended to state:

"Provide resources to conduct specific internal audits effectively and efficiently according to relevant professional standards such as: Generally Accepted Government Auditing Standards (GAGAS) or other professional standards as promulgated by the American Institute of CPA's (AICPA) and/or Institute of Internal Auditors (IIA). The annual Audit Work Plan will be proposed by the Internal Auditor

but approved by the Finance and Governance Committee. The related work activities are as follows:"

7. New section IV (Regular Review of Priorities) is hereby added to Section I (Scope of Services) of Exhibit A and provides:

"A. In addition to the requirement in Section III (A) for the Finance and Governance Committee to approve the Internal Auditor's annual work plan, the Internal Auditor shall meet with the Chair of the Finance and Governance Committee at least every two months to review the Internal Auditor's priorities and current status of all such priorities. The Chair has the authority, granted to him or her by the City Council, to amend the priority order of existing work as well as to authorize new work. The Internal Auditor shall immediately adjust its work according to the Chair's approval at each such meeting.

B. Should a matter arise that the Internal Auditor determines is too urgent to wait until the next meeting with the Chair of the Finance and Governance Committee, the Internal Auditor shall immediately present this concern to the City Manager, or if the City Manager is implicated by this concern, to the City Attorney. The City Manager and City Attorney each have the authority, granted to each of them by the City Council, to individually authorize new work related only to this urgent matter. The Internal Auditor shall immediately adjust its work according to the City Manager or City Attorney's written approval. At the next meeting with the Chair of the Finance and Governance Committee, the Chair shall ratify this determination, unless the Chair is implicated in this concern, in which case the City Manager or City Attorney shall bring this item forth for ratification at the next possible date to either the Finance and Governance Committee or to the full Council. The determination of whether the item should go to this Committee or to the full Council shall be at the City Manager or City Attorney's discretion."

8. New section V (Regular Updates to Finance and Governance Committee) is hereby added to Section I (Scope of Services) of Exhibit A and provides: "The Internal Auditor shall present to the Finance and Governance Committee audit status updates at least twice a year and present all audit reports as they are completed to this Committee and later to the City Council."

9. Exhibit B Schedule of Services is hereby replaced in its entirety with Exhibit B-1 Amended Schedule of Services, which is attached hereto and incorporated herein by this reference.

10. The line items and corresponding figures in Section I of Exhibit C (Compensation) are hereby amended to read as follows:

"A. Provide designated Internal Auditor basic services	\$15,000
B. Provide Whistleblower Hotline services	<u>\$50,000</u>
TOTAL	\$65,000"

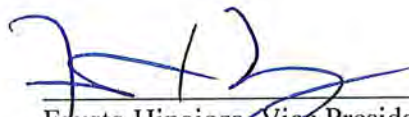
11. As so amended, the Agreement remains in full force and effect.

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

CITY OF OXNARD**CONSULTANT**

Tim Flynn, Mayor

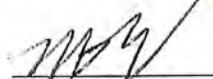
Date

 12/4/19

Fausto Hinojosa, Vice President

Date

ATTEST:

 12/4/19

Mitch Buckley, Secretary

Date

Michelle Ascencion,
City Clerk

Date

APPROVED AS TO FORM:



Stephen M. Fischer,
City Attorney

12/4/19

Date

EXHIBIT B-1
AMENDED SCHEDULE OF SERVICES

I. High Risk Areas for Audit Consideration (updated September 2019)

<u>Department</u>	<u>Specific Risks (does not mean controls are not in place)</u>	<u>Response</u>	<u>Timing</u>	<u>Anticipated Completion Date</u>	<u>Likelihood</u>	<u>Significance</u>
<u>City-wide (transactions to be tested across all City Departments):</u>						
Accounts Payable	Fictitious vendors	IDEA	Annual	3/31/2020	Medium	High
	Fraudulent disbursements	IDEA	Annual	3/31/2020	Medium	High
	Duplicate payments	IDEA	Annual	3/31/2020	Medium	High
	Invoices exceeding purchase order amounts	IDEA	Annual	3/31/2020	Medium	High
	City issued credit cards	Potential IA	1 st QTR 2020	2/28/2020	High	High
Accounts Receivable and Billings	Travel expenses/Employee expense reimbursements	Potential IA	1 st QTR 2020	2/28/2020	High	High
	Misappropriation of cash receipts (permits, utilities, other fees)	Potential IA	3 rd QTR 2020	12/31/2020	High	Medium
	Improper utility billing	External Audit	Annual	N/A	Medium	Medium
Purchasing	Noncompliance with bid policies	Potential IA	3 rd QTR 2020	12/14/2020	High	Medium
	Bid splitting	Potential IA	3 rd QTR 2020	12/14/2020	High	Medium
	Sole source contracts	Potential IA	3 rd QTR 2020	12/14/2020	High	Medium
Payroll/HR	Ghost employees	IDEA	Annual	3/31/2020	Medium	Medium
	Excessive overtime	IDEA/ IA Work Plan	In progress	11/15/2019	High	High
	Improper classification of pay for PERS purposes	Potential IA	3 rd QTR 2020	12/31/2020	Medium	Medium
<u>City of Oxnard Major Departments</u>						
Federal and State Programs	Unallowable expenditures for major and/or material programs	External Audit	Annual	N/A	Medium	Medium
Fire Department	Overtime analysis	IA Work Plan	In progress	11/15/2019	High	High
Police Department	Overtime analysis	IA Work Plan	In progress	11/15/2019	High	High
	Handling of confiscated cash and other assets	Potential IA	4 th QTR 2020	2/28/2021	Medium	Low
Public Works: Water Wastewater	Inventory theft	Potential IA	4 th QTR 2020	2/28/2021	High	Low
	Inventory theft	Potential IA	4 th QTR 2020	2/28/2021	High	Low
Environmental Services	Misappropriation of cash receipts	Potential IA	Completed	9/30/2019	Medium	Low
	Inventory theft	Potential IA	4 th QTR 2020	2/28/2021	High	Low
Fleet	Inventory theft	Potential IA	4 th QTR 2020	2/28/2021	High	Low
<u>Program Specific Audits</u>						
Golf Course	Performance audit	IA Work Plan	In progress	12/31/2019	Medium	Medium
Performing Arts &	Performance audit	IA Work	Completed	9/13/2019	Medium	Medium

Convention Center City Corp	Performance audit	Plan IA Work Plan	In progress	10/31/2019	Medium	Medium
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Legend:

IDEA-Data analysis software

EA-External Auditor

Note: The anticipated completion date is dependent upon the acceptance of the internal audit work plan by the Finance and Governance Committee and the City's ability to provide information as requested.

II. Internal Audit Basic Services

- a. Provide designated City Internal Auditor and commence basic services
- b. Provide Whistleblower Hotline services

These services will commence within three weeks from contract execution.

III. Audit Work Plan

- a. Conduct comprehensive performance audit of Oxnard's City Corp Program
- b. Conduct comprehensive performance audit of Oxnard's Performing Arts and Convention Center (PACC) Program
- c. Conduct a comprehensive audit of the City's use and management of overtime
- d. Conduct a comprehensive performance audit of the City's Golf operation
- e. Conduct a comprehensive audit of Environmental Resources cash handling
- f. Conduct a comprehensive audit of IDEA Warrants and Disbursements and a Payroll analysis
- g. Conduct a comprehensive audit of all City-issued credit cards and travel reimbursements

These activities must be completed in the City's 2019-20 fiscal year.

IV. Annual Audit Work Plan: Professional Standards, Implementation and Maintenance

This is ongoing activity; however, any annual audit work plan must be completed by March 31st of the immediately preceding fiscal year.

City of Oxnard Internal Audit Department
High Risk Areas for Audit Consideration
Updated September 2018

ITEM #K-2

<u>Department</u>	<u>Specific Risks (does not mean controls are not in place)</u>	<u>Response</u>	<u>Timing</u>	<u>Likelihood</u>	<u>Significance</u>
<u>City-wide (transactions to be tested across all City Departments):</u>					
Accounts Payable	Fictitious vendors	IDEA	Annual	Medium	High
	Fraudulent disbursements	IDEA	Annual	Medium	High
	Duplicate payments	IDEA	Annual	Medium	High
	Invoices exceeding purchase order amounts	IDEA	Annual	Medium	High
	City issued credit cards	Potential IA	1st Qtr 2019	High	High
	Travel expenses/Employee expense reimbursements	Potential IA	1st Qtr 2019	High	High
Accounts Receivable and Billings	Misappropriation of cash receipts (permits, utilities, other fees)	Potential IA	4th Qtr 2018	High	Medium
	Improper utility billing	External Audit	Annual	Medium	Medium
Purchasing	Noncompliance with bid policies	Potential IA	4th Qtr 2018	High	Medium
	Bid splitting	Potential IA	4th Qtr 2018	High	Medium
	Sole source contracts	Potential IA	4th Qtr 2018	High	Medium
Payroll/HR	Ghost employees	IDEA	Annual	Medium	Medium
	Excessive overtime	IDEA / IA Work Plan	4th Qtr 2017	High	High
	Improper classification of pay for PERS purposes	Potential IA	1st Qtr 2019	Medium	Medium
<u>City of Oxnard Major Departments</u>					
Federal and State Programs	Unallowable expenditures for major and/or material programs	External Audit	Annual	Medium	Medium
Fire Department	Overtime analysis	IA Work Plan	4th Qtr 2017	High	High
Police Department	Overtime analysis	IA Work Plan	4th Qtr 2017	High	High
	Handling of confiscated cash and other assets	Potential IA	1st Qtr 2019	Medium	Low
Public Works: Water	Inventory theft	Potential IA	2nd Qtr 2019	High	Low
Wastewater	Inventory theft	Potential IA	2nd Qtr 2019	High	Low
Environmental Services	Misappropriation of cash receipts	Potential IA	4th Qtr 2018	Medium	Low
	Inventory theft	Potential IA	2nd Qtr 2019	High	Low
Fleet	Inventory theft	Potential IA	2nd Qtr 2019	High	Low
<u>Program Specific Audits</u>					
Golf Course	Performance audit	IA Work Plan	1st Qtr 2018	Medium	Medium
Performing Arts & Convention Center	Performance audit	IA Work Plan	2nd Qtr 2018	Medium	Medium
City Corp	Performance audit	IA Work Plan	1st Qtr 2018	Medium	Medium

Legend:
 IDEA - Data analysis software
 EA - External Auditor

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD DELEGATING TO THE FINANCE AND GOVERNANCE COMMITTEE AND ITS CHAIR (AND IN LIMITED CIRCUMSTANCES, THE CITY MANAGER OR CITY ATTORNEY) OVERSIGHT AND COORDINATION OF INTERNAL AUDITOR SERVICES, AND AMENDING THE WHISTLEBLOWER HOTLINE POLICY

WHEREAS, on April 5, 2016, the City Council adopted Resolution No. 14,906, adopting a whistleblower hotline policy. The whistleblower hotline policy provides that an Internal Auditor under contract with the City would review and investigate reports of fraud, waste and abuse received through the whistleblower hotline to be administered by the Internal Auditor, and periodically report to the City Council on allegations received through the whistleblower hotline; and

WHEREAS, on June 27, 2017, the City Council approved Agreement No. A-7986 with Price Paige and Company for Internal Auditor services to be subject to the direction of the City Council through the Fiscal Policy Task Force Council Committee and the entire Council; and

WHEREAS, on November 13, 2018, the City Council adopted Ordinance No. 2949 amending the City Code to establish a new City Council committee structure. Under the new committee structure, the Fiscal Policy Task Force Council Committee was disbanded and its functions assigned to a Finance and Governance Committee; and

WHEREAS, the City Council wishes to clarify the role of the Finance and Governance Committee and its Chair in directing the Internal Auditor, delegate authority to the City Manager or City Attorney to provide direction regarding urgent matters, and amend the whistleblower hotline policy regarding periodic reporting of allegations received through the whistleblower hotline.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The Finance and Governance Committee and the Chair of the Finance and Governance Committee are hereby delegated the following authority to oversee and coordinate the services of the Internal Auditor as provided in the agreement approved by the City Council: (A) The Finance and Governance Committee shall approve the Internal Auditor's annual work plan; (B) the Internal Auditor shall meet with the Chair of the Finance and Governance Committee at least every two months to review the Internal Auditor's priorities and current status of all such priorities, and the Chair has the authority to amend the priority order of existing work as well as to authorize new work.

2. Should a matter arise that the Internal Auditor determines is too urgent to wait until the next meeting with the Chair of the Finance and Governance Committee, the Internal Auditor shall immediately present this concern to the City Manager, or if the City Manager is implicated

by this concern, to the City Attorney. In such circumstances, the City Manager and City Attorney may authorize new work related only to this urgent matter. At the next meeting with the Chair of the Finance and Governance Committee, the Chair shall ratify this determination, unless the Chair is implicated in this concern, in which case the City Manager or City Attorney shall bring this item forth for ratification at the next possible date to either the Finance and Governance Committee or to the full Council. The determination of whether the item should go to this Committee or to the full Council shall be at the City Manager or City Attorney's discretion.

3. The "Periodic Reporting" section of the City of Oxnard Whistleblower Hotline Policy (Exhibit "A" to Resolution No. 14,906) is hereby amended to read as follows:

"The Internal Auditor shall, at least every six months, report to the Finance and Governance Committee on the allegations received through the Whistleblower Hotline, including the priority assigned and the status or disposition of each reported allegation."

PASSED AND ADOPTED THIS _____ day of _____, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

INTERNAL AUDITOR'S CONTRACT AMENDMENT & RESOLUTION

Shiri Klima, Deputy City Manager
City Council
December 17, 2019



FISCAL YEAR 2017/18 INVOICES BILLED

Work Completed	Amount
Whistleblower Hotline: Monitoring & Investigations	\$29,722
Internal Auditor Basic Services	\$8,781
Risk Assessment	\$43,346
Payroll/Overtime Analysis	\$43,104
Golf Course Performance Audit	\$2,215
City Corps Performance Audit	\$235
TOTAL	\$127,403

FISCAL YEAR 2018/19 INVOICES BILLED

Work Completed	Amount
Whistleblower Hotline: Monitoring & Investigations	\$14,630
Internal Auditor Basic Services	\$18,335
Risk Assessment	\$2,260
Payroll/Overtime Analysis	\$15,790
Golf Course Performance Audit	\$2,475
City Corps Performance Audit	\$7,045
PACC Performance Audit	\$11,965
Environmental Resources Performance Audit*	\$49,980
TOTAL	\$122,480

* Requires approval

3

CONTRACT AMENDMENT

1. After FY 2019-20 approval, Internal Auditor only comes to Finance and Governance (F&G) Committee—not full Council—for annual work plan approval
2. At least once every two months, Internal Auditor meets with F&G Committee Chair to provide updated and amend priorities
3. Internal Auditor presents to F&G Committee audit updates at least twice a year
4. Internal Auditor presents all audit reports once completed to F&G Committee and later to Council
5. If urgent concern, Internal Auditor immediately notifies City Manager/ City Attorney, who can authorize an audit, subject to ratification by F&G Chair

4

RESOLUTION

1. Council delegates:
 - To the F&G Committee the authority to approve the Internal Auditor's annual work plan & receive the updates on the Whistleblower Hotline
 - To the F&G Committee's Chair the authority to review the Internal Auditor's priorities every two months and, if needed, to amend the priority order of existing work as well as to authorize new work, which must be ratified by F&G Committee
 - To the City Manager/ City Attorney the authority to authorize new work if urgent, which must be ratified by the F&G Committee Chair
2. Amend the Whistleblower Hotline Policy to ensure the Internal Auditor reports to the F&G Committee (rather than to Council) on allegations received through the Whistleblower Hotline at least every six months

5

F&G COMMITTEE

<u>Items Presented</u>	<u>Committee Determination</u>
1. FY 2018-19 Work Plan ratification	Approval of ratification and forwarded to Council
2. FY 2019-20 Work Plan ratification	Follow-up questions; returning to F&G Committee on 12/10/2019
3. Whistleblower Summary Update	Moved to a future date
4. Internal Auditor contract amendment	Recommended Council approval and Mayoral execution
5. Resolution delegating F&G Committee and its Chair for Internal Auditor oversight and coordination of Internal Auditor services	Recommended Council approval and Mayoral execution

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RECOMMENDATIONS

1. Ratify the Internal Auditor Annual Work Plan for FY 2018-19;
2. Approve and authorize the Mayor to execute a First Amendment to Agreement No. A-7986 with Price Paige and Company to amend required protocols; and
3. Adopt a resolution delegating to the F&G Committee and its Chair (and in limited circumstances, the City Manager or City Attorney) oversight and coordination of Internal Auditor services, and amending the Whistleblower Hotline Policy.

7

QUESTIONS?



8



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. K.3.

DATE: December 17, 2019

TO: City Council

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

SUBJECT: Sale of City of Oxnard Rule 20A Credits. (5/10/5)

RECOMMENDATION

That the City Council approve the following resolution: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE TRANSFER OF SOUTHERN CALIFORNIA EDISON RULE 20A CREDITS TO THE CITY OF LAGUNA BEACH IN EXCHANGE FOR GENERAL FUND DOLLARS AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION; with the proceeds from the sale of the Rule 20A credits to be applied to the General Fund reserve.

BACKGROUND

The California Public Utilities Commission (CPUC) and utility companies established a program to underground facilities across the State of California (State) in 1967, commonly known as Rule 20A. Under Rule 20A, utility companies such as SCE allocate funds to communities to convert overhead electric facilities to underground facilities. These funds are not provided directly to municipalities but rather are allocated as credits to cover the utility provider's project costs, preliminary design and construction for approved projects. Rule 20A projects are financed by utility rate money in combination with local funding, most commonly tax proceeds or private funds.

The local jurisdiction is required to fund project costs associated with project support, and more significantly the relocation of other impacted municipally owned utilities and facilities, such as street lights and traffic signals.

The City has received an average allocation of approximately \$280,000 Rule 20A credits during the past ten years. Including the 2019 allocation, the City has accumulated \$3,965,787 in credits to fund SCE costs associated with undergrounding projects.

It is recommended that Council approve the Memorandum of Understanding between the City, and the City of Laguna Beach in substantially the same form as what is attached to the Resolution, and authorize the City Manager to take all necessary and appropriate actions to carry out the purpose and intent of the Resolution.

Undergrounding Project Requirements and Costs

Ratepayers contribute to the bulk of the costs of Rule 20A programs through utility rates; therefore, projects must be in the public interest by meeting one or more of the following criteria:

- Eliminate an unusually heavy concentration of overhead lines;
- Involve a street or road with a high volume of public traffic;
- Benefit a civic or public recreation area or area of unusual scenic interest; and
- Be listed as an arterial street or major collector as defined in a local government's general plan.

ITEM #K-3

Undergrounding electric facilities is a costly effort. According to the CPUC, each trenched foot of distribution line costs \$400-\$600 per foot with each mile of distribution line costing \$2.1 to \$3.2 million. Currently, the City has no plans in place for undergrounding and no locations for undergrounding within the City are being considered due to the high costs associated with any potential project. Therefore, there are currently no known City undergrounding projects that can be found to be in the public interest which would justify using the Rule 20A credits at this time.

Due to these high costs, staff is recommending that the City sells its Rule 20A credit balance to the City of Laguna Beach who has requested to purchase these unallocated credits.

Recent Rule 20A Projects in the City

According to representatives from SCE, since 2005 there have been three Rule 20A projects completed in the City:

Date	Project Area	Rule 20A Project Cost
2008	Victoria/Melrose (Silverstrand)	\$1,649,687
2015	K St, 2nd St, H St, 5th St (Campus Park)	\$195,560
2015	Oxnard Blvd s/o Gonzalez Rd (Sports Park)	\$838,920

Recent Action by the CPUC

Timing is important in any decision made by the City Council. Recent wildfires throughout the State, ignited in some cases by electric distribution lines, have led the CPUC to research the State-wide Rule 20A credit program. An audit delivered to the CPUC in October 2019 on Pacific Gas and Electric's (PG&E) Rule 20A program, recommended that the CPUC reallocate unused credits to other communities within PG&E's service area that are in need of undergrounding to mitigate some of the State's high fire threat areas by leveraging Rule 20A credits. Currently, unused Rule 20A allocations are rolled over year over year, which is how the City has a balance of approximately \$4 million.

While SCE's Rule 20A program was not considered as a part of the PG&E audit delivered to the CPUC at this time, it is important for Council to consider that changes to the State-wide Rule 20A program may be on the horizon.

Selling of Rule 20A Credits

Examples exist of cities throughout SCE's service area that have sold their unused Rule 20A balances to other municipalities in need of undergrounding funds at a negotiated rate:

Seller	Rule 20A Credits Available	Buyer	Negotiated Rate
City of Foster (2017)	\$54,430	City of Half Moon Bay	\$25,582 (\$0.47 per \$1.00)
City of Rancho Palos Verdes (2018)	\$900,000	City of Laguna Beach	\$495,000 (\$0.55 per \$1.00)
City of Rocklin (2018)	\$438,080	Town of Tiburon	\$109,520 (\$0.25 per \$1.00)
City of Sierra Madre (2018)	\$1,142,180	City of Laguna Beach	\$628,199 (\$0.55 per \$1.00)
City of Fullerton (2018)	\$4,373,354	City of Laguna Beach	\$2,405,344 (\$0.55 per \$1.00)

Under the examples listed above, it was estimated that the City could receive approximately \$991,000-\$2,181,183 in the sale of unused Rule 20A credits (\$0.25-\$0.55 per \$1.00).

Final approval of this transaction will need to be obtained from SCE before the City can deposit these funds into the General Fund reserve.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information

Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

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

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

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:

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

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

FINANCIAL IMPACT

The City of Laguna Beach has requested to purchase the City's Rule 20A credit balance of \$3,965,787 at a rate of \$0.55 for each dollar, for a total purchase price of \$2,181,183. This purchase arrangement is for the same rate that the City of Laguna Beach has offered the City of Fullerton, the City of Sierra Madre, and the City of Rancho Palos Verdes.

Pending the outcome of the FY 2018-19 financial audit, the City Manager and the Chief Financial Officer recommend that one-time revenue from the sale of unallocated Rule 20 credits be applied one-time to the General Fund reserve (technically the "unassigned fund balance" in Fund 101 General Fund). At approximately \$2 million, this one-time revenue would increase the General Fund reserve as a percentage of expenditures plus transfers out by one-and-a-half percentage points.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Adam Smith, Project Manager

ATTACHMENTS

1. Resolution - Rule 20A Sale to City of Laguna Beach
2. Exhibit A - MOU between City of Oxnard & City of Laguna Beach for Rule 20A Purchase
3. SCE Rule 20A Letter
4. Rule 20A Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE MEMORANDUM OF UNDERSTANDING FOR THE TRANSFER OF SOUTHERN CALIFORNIA EDISON RULE 20A CREDITS TO THE CITY OF LAGUNA BEACH IN EXCHANGE FOR GENERAL FUND DOLLARS AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS TO CARRY OUT THE PURPOSE AND INTENT OF THIS RESOLUTION

WHEREAS, the City of Oxnard currently has \$3,965,787 of Southern California Edison (SCE) Rule 20A credits available for the conversion of overhead electrical facilities to underground, which cannot be used for any other purpose; and

WHEREAS, the City of Oxnard does not have any existing undergrounding projects to fund using SCE Rule 20A credits that would be in the public interest; and

WHEREAS, SCE allows for Rule 20A credits to be transferred between municipalities with credit balances; and

WHEREAS, on December 17, 2019 the City Council for the City of Laguna Beach will be considering the Memorandum of Understanding with the City of Oxnard for the transfer of \$3,965,787 of the City of Oxnard Rule 20A credits to the City of Laguna Beach in exchange for a \$2,181,183 payment to be used at the City of Oxnard's discretion; and

WHEREAS, the City Council for the City of Oxnard has reviewed and understands the terms for the transfer of credits set forth in the attached Memorandum of Understanding which is substantially in the same form as what is attached as Exhibit A;

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

1. The City Council hereby approves the Memorandum of Understanding between the City of Oxnard and the City of Laguna Beach for the transfer of \$3,965,787 of the City of Oxnard's SCE Rule 20A credits in exchange for a payment from the City of Laguna Beach to the City of Oxnard in the amount of \$2,181,183, in substantially the same form attached hereto as "Exhibit A" and incorporated herein by this reference.
2. The City Council hereby directs that the money received in exchange for the City of Oxnard's SCE Rule 20A credits shall be deposited into the General Fund reserve.
3. The City Manager is hereby authorized to take whatever actions are necessary and appropriate to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED THIS _____ day of _____, 2020, 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of December ____, 2019, by and between the City of Oxnard, a municipal corporation and general law city with its principal place of business at 300 W. Third Street, Oxnard, California 93030 ("Oxnard") and the City of Laguna Beach, a municipal corporation with its principal place of business at 505 Forest Avenue, Laguna Beach, CA 92651 ("Laguna Beach"). Laguna Beach and Oxnard are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

- A. Electric utilities collect and annually allocate funds to communities to convert overhead electric facilities to underground electric facilities ("Rule 20A Funds").
- B. Laguna Beach is actively planning one or more projects to underground overhead electric facilities that qualify for the application of Rule 20A Funds ("Projects"). Laguna Beach desires to obtain an additional allocation of Rule 20A Funds to finance such Projects.
- C. Southern California Edison ("SCE") currently holds a balance of \$3,965,787 in Rule 20A Funds for the benefit of Oxnard ("Oxnard Allocation") and Oxnard currently has no active projects which can make use of the Oxnard Allocation.
- D. It is contemplated that on December 17, 2019, the Laguna Beach City Council will declare the desire of Laguna Beach to purchase the Oxnard Allocation to use in connection with the Projects and Oxnard desires to transfer the Oxnard Allocation to enable the Rule 20A Funds which have been allocated to Oxnard to be used for their intended purpose of undergrounding electric facilities and to derive economic benefit from the Oxnard Allocation.

AGREEMENT

NOW THEREFORE, the Parties hereto agree as follows:

1. Oxnard agrees, upon receipt of the offer to Laguna Beach to purchase the Oxnard Allocation in accordance with the terms of this MOU, to transfer and assign its rights and interest in the Oxnard Allocation to Laguna Beach and Laguna Beach agrees to purchase the Oxnard Allocation in accordance with the terms of this MOU. This MOU shall be subject to the approval of the City Council of Oxnard and the City Council of Laguna Beach and shall become effective on the date when both such approvals have been obtained (the "Effective Date"). Notwithstanding the foregoing, if this MOU has not become effective as of January 31, 2020, then either Party may terminate this MOU upon five (5) business day's written notice to the other Party.
2. Within ten (10) business days of the Effective Date, Laguna Beach shall make a payment to Oxnard in the amount of two million, one hundred eighty-one thousand, one hundred eighty-two and 85/100 dollars (\$2,181,182.85), the "Purchase Price," which is equivalent to \$0.55 per dollar of allocation. The Purchase Price shall be made in immediately

available funds via check or wire transfer to an account designated by Oxnard.

3. Within ten (10) business days of Oxnard's receipt of the Purchase Price, Oxnard shall deliver a written request to SCE, with a copy to Laguna Beach, making a formal request to transfer and assign the entire balance of the Rule 20A Funds contained in the Oxnard Allocation to and for the benefit of Laguna Beach. Oxnard shall cooperate in good faith with Laguna Beach to provide any additional documentation or information that is reasonably requested by SCE to complete the transfer. Laguna Beach acknowledges and agrees that it has conducted its own investigation as to the applicability and transferability of the Oxnard Allocation for use in the Projects and that Oxnard has not made any representation or warranty to Laguna Beach with respect to same. The actual use of the Oxnard Allocation by Laguna Beach shall be subject to the rules and procedures adopted by SCE and such other conditions or requirements as are set forth in the Public Utilities Code. In the event that SCE denies the transfer of Rule 20A credits to the City of Laguna Beach, the City of Oxnard will return the Purchase Price in full to the City of Laguna Beach.
4. Laguna Beach shall indemnify, defend and hold harmless Oxnard, its elected officials, directors, officers, employees and agents, from any claim, damage or liability arising in connection with the use of Rule 20A Funds from the Oxnard Allocation in connection with the construction of the Projects.
5. In the event that either Party is in breach of its obligations as set forth in this MOU, then the non-defaulting Party shall have the right to terminate this Agreement on ten (10) business day's written notice to the defaulting Party unless the default is cured within the notice period. Upon termination for breach, the non-defaulting Party may exercise any right or remedy which it may have under applicable law.
6. All notices to be given pursuant to this MOU shall be delivered in person or by commercial overnight delivery to the address of the Party set forth above and addressed to the "City Manager" of such Party and shall be effective upon receipt. Notice may further be given by electronic means, provided, however, that such notice shall not be deemed effective unless it is acknowledged in writing by the recipient of such notice.
7. California law shall govern any legal action pursuant to this MOU.
8. Any person executing this MOU on behalf of the parties warrants and represents that they have the authority to execute this MOU on behalf of the party and to bind it to the performance of these obligations.
9. This MOU, including any other documents incorporated herein by specific reference, constitutes the entire agreement of the parties regarding the subject matter described herein. This MOU supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This MOU may not be modified or amended, nor any provision or breach waived, except in writing, signed by both parties, that expressly refers to this MOU.
10. If any term or portion of this MOU is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this MOU shall continue in full force and effect.
11. If any legal proceeding, including an action for declaratory relief, is brought to enforce or interpret provisions of this MOU, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the party may be entitled.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the Effective Date.

CITY OF OXNARD

By: _____
Alexander Ngyuen, City Manager

Attest:

By: _____
Michelle Ascension, City Clerk

Approved as to form:

By: _____
Stephen Fischer, City Attorney

CITY OF LAGUNA BEACH

By: _____
John Pietig, City Manager

Attest:

By: _____
Lisette Chel-Walker, City Clerk

Approved as to form:

By: _____
Philip D. Kohn, City Attorney



Carolina Gonzalez
Project Manager,
Distribution Project Management
Rule 20 Program

May 15, 2019

City of Oxnard
Alexander Nguyen
City Manager
300 West Third Street, 4th Floor
Oxnard, CA 93030

SUBJECT: City of Oxnard 2019 Rule 20A Work Credit Balance

Dear Mr. Alexander Nguyen:

Southern California Edison (SCE) has filed with the California Public Utilities Commission (CPUC) its annual report of SCE's 2019 budget for capital spending under Tariff Rule 20A, Replacement of Overhead with Underground Electric Facilities. For calendar year 2019, the budget is \$ 30,072,973.

Pursuant to the formula set out in Tariff Rule 20A, the portion of this amount allocated to the City of Oxnard is \$257,089.00. Under the tariff, allocated work credits not committed to a qualifying project in a given year are carried over to the next year. As of this writing, the City of Oxnard's work credit balance is \$3,965,787.00.

In addition to the work credit balance, CPUC Decision 01-12-009 codified the opportunity for local governments to "mortgage" or borrow up to an additional five years of work credits in order to be able to undertake a qualifying Rule 20A project sooner than they otherwise could.

In accordance with the Decision, and when requested by you, SCE will meet with you and community residents at least once every six months when projects are in queue, and at least once every other month once a conversion project is underway. The decision requires local government to give notice of the meetings and provide the venue. Please feel free to call me any time to schedule such a community meeting or, if you have any questions about Rule 20A or any other matters affecting SCE's service to you.

Regards,

Carolina Gonzalez
Distribution Project Manager, Rule 20 Program

cc:

Ron Fruto,
Rondi Guthrie,
Talisa Lee,

NW Senior Manager, Distribution Project Management
Government Affairs Representative
Program Analyst, Distribution Project Management

10180 Telegraph Road
Ventura, CA 93004

E-mail: carolina.gonzalez@sce.com

Sale of City of Oxnard Rule 20A Credits

December 17, 2019



RECOMMENDATION

That the City Council enter into a Memorandum of Understanding between the City of Oxnard (City) and the City of Laguna Beach and adopt a resolution for the sale of \$3,965,787 million in unallocated Southern California Edison (SCE) Rule 20A credits from the City, to the City of Laguna Beach in the amount of \$2,181,183 and apply one-time revenue from proposed sale to the General Fund reserve

BACKGROUND

- The California Public Utilities Commission (CPUC) and utility companies established a program to underground facilities across the State, commonly known as Rule 20A
- SCE allocates funds to communities to convert overhead electric facilities to underground facilities
- Funds are allocated as credits to cover the utility provider's project costs
- Rule 20A projects are financed by utility rate money in combination with local funding



3

BACKGROUND

If the City elected to undertake undergrounding overhead electric lines, the City would be required to fund project costs associated with project support, and more significantly the relocation of other impacted municipally owned utilities and facilities, such as street lights and traffic signals

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PROJECT COSTS

- The City has received an average allocation of approximately \$280,000 Rule 20A credits during the past ten years
- Including the 2019 allocation, the City has accumulated \$3,965,787 in credits to fund SCE costs associated with undergrounding projects
- According to the CPUC, each trenched foot of distribution line costs \$400-\$600 per foot with each mile of distribution line costing \$2.1 to \$3.2 million
- The City has no current plans in place for undergrounding and no known locations for undergrounding within the City are being considered due to the high costs associated with any potential project

5

RULE 20A PROJECTS IN OXNARD

Since 2005, there have been three Rule 20A projects completed in the City of Oxnard:

Date	Project Area	Rule 20A Project Cost
2008	Victoria/Melrose (Silverstrand)	\$1,649,687
2015	K St, 2 nd St, H St, 5 th St (Campus Park)	\$195,560
2015	Oxnard Blvd s/o Gonzalez Rd (Sports Park)	\$838,920

6

RECENT ACTION BY THE CPUC

- The CPUC is currently researching the State-wide Rule 20A credit program
- Recent wildfires throughout the State, ignited in some cases by electric distribution lines has led to CPUC review
- Currently, unused Rule 20A allocations are rolled over year over year, which is how the City has a balance of approximately \$4 million
- An audit delivered to the CPUC in October 2019 recommended that the CPUC reallocate unused credits to other communities that are in need of undergrounding to mitigate some of the State's high fire threat areas by leveraging Rule 20A credits

7

SELLING OF RULE 20A CREDITS

Seller	Rule 20A Credits Available	Buyer	Negotiated Rate
City of Foster (2017)	\$54,430	City of Half Moon Bay	\$25,582 (\$0.47 per \$1.00)
City of Rancho Palos Verdes (2018)	\$900,000	City of Laguna Beach	\$495,000 (\$0.55 per \$1.00)
City of Rocklin (2018)	\$438,080	Town of Tiburon	\$109,520 (\$0.25 per \$1.00)
City of Sierra Madre (2018)	\$1,142,180	City of Laguna Beach	\$628,199 (\$0.55 per \$1.00)
City of Fullerton (2018)	\$4,373,354	City of Laguna Beach	\$2,405,344 (\$0.55 per \$1.00)

8

RECOMMENDATION

That the City Council enter into a Memorandum of Understanding between the City of Oxnard (City) and the City of Laguna Beach and adopt a resolution for the sale of \$3,965,787 million in unallocated Southern California Edison (SCE) Rule 20A credits from the City, to the City of Laguna Beach in the amount of \$2,181,183 and apply one-time revenue from proposed sale to the General Fund reserve

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CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. K.4.

DATE: December 17, 2019

TO: City Council

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

SUBJECT: Certificates of Sufficiency of Signatures for Four Initiative Petitions. (5/5/5)

RECOMMENDATION

That the City Council receive and file the certificates of sufficiency for the following four initiatives:

1. "New Requirements Regarding the Way in Which City Council Meetings, Council Committees and Other City Legislative Bodies Are Run"
2. "Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met"
3. "Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council" and
4. "Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City's Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget."

BACKGROUND

On April 18, 2019, the City Clerk received Notices of Intent to Circulate Petition for five initiative petitions from the proponent, who provided proof that the ballot titles and summaries provided by the City Attorney's Office were published on May 14, 2019 as required by Elections Code Sections 9205 and 9206.

The proponent delivered the completed petitions to the City Clerk's office on October 28, 2019, which were then forwarded to the Ventura County Elections Division for signature verification. The Ventura County Elections Division did not perform a full review of all of the signatures submitted by the proponent. Instead, as authorized by state law, the Elections Division performed a random sampling for verification of signatures by reviewing 500 signatures submitted for each of the five initiatives. (Elections Code Section 9115.)

On December 10, 2019, the Elections Division finalized its count of the signatures and provided signature verification certificates for the five initiatives. The four initiatives outlined above met the requirements for sufficient signatures, and the City Clerk prepared the attached Certificates of Sufficiency that indicate that the required number of valid signatures has been submitted in favor of the proposed initiatives. On another agenda item on tonight's agenda, the City Council will consider whether to adopt the ordinances proposed by the four initiative measures, submit the ordinances proposed by the initiative measures to the voters, or order a report regarding the impact of the proposed initiative measures. (Election Code Section 9215.)

The fifth initiative entitled “Terms Limits for the Mayor and Councilmembers; Extension of Mayor’s Term from Two Years to Four Years Starting in 2022” did not meet the requirements for the necessary number of signatures. This is because the sampled number of valid signatures were within 95 to 110 percent of the number of signatures of qualified voters needed to declare the petition sufficient. (Elections Code Section 9115, subd. (d).) Because of this, state law requires that all of the signatures submitted for this initiative be examined and verified. The review of all of the signatures will need to be completed by January 28, 2020 – 60 days (excluding Saturdays, Sundays and holidays) from the date of the filing of the petition. If it is determined that prior to completing the examination of each signature filed that the petition is signed by the requisite number of qualified voters to declare the petition sufficient, then the verification process may be terminated for the remaining unverified signatures.

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 conducting this election and continued verification of the signatures for the one initiative is unknown at this time.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. 2019.12.11 Certificates of Sufficiency
2. 2019.12.10 Signature Verification Certificates



**CERTIFICATE OF SUFFICIENCY OF INITIATIVE PETITION SIGNATURES FOR
 “NEW REQUIREMENTS REGARDING THE WAY IN WHICH
 CITY COUNCIL MEETINGS, COUNCIL COMMITTEES
 AND OTHER CITY LEGISLATIVE BODIES ARE RUN”**

I, Michelle Ascencion, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The initiative petition entitled “New Requirements Regarding the Way in Which City Council Meetings, Council Committees and Other City Legislative Bodies Are Run” was filed with the City Clerk’s office on October 28, 2019.

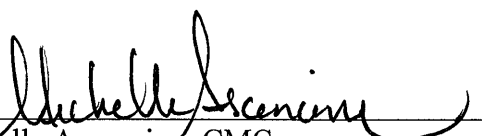
That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

Total number of signatures on petition (raw count):	12,278
Total number of signatures verified:	500
Number of signatures found sufficient:	382
Number of signatures found insufficient:	118
Number of signatures insufficient because of duplication:	0

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 11th day of December, 2019.




 Michelle Ascencion, CMC
 City Clerk



CERTIFICATE OF SUFFICIENCY OF INITIATIVE PETITION SIGNATURES FOR
“EARLY TERMINATION OF MEASURE O SALES TAX
IF SPECIFIC PAVEMENT STANDARDS FOR CITY STREETS
AND ALLEYS ARE NOT MET; EXTENSION OF MEASURE O SALES TAX
FOR ADDITIONAL FIVE YEAR PERIODS
IF SPECIFIC PAVEMENT STANDARDS ARE MET”

I, Michelle Ascencion, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The initiative petition entitled “Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met” was filed with the City Clerk’s office on October 28, 2019.

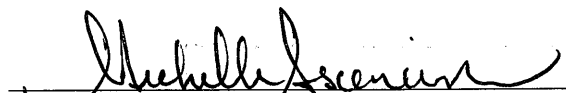
That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

Total number of signatures on petition (raw count):	12,982
Total number of signatures verified:	500
Number of signatures found sufficient:	388
Number of signatures found insufficient:	112
Number of signatures insufficient because of duplication:	0

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 11th day of December, 2019.




 Michelle Ascencion, CMC
 City Clerk



**CERTIFICATE OF SUFFICIENCY OF INITIATIVE PETITION SIGNATURES FOR
 “EXPEDITED PROCESSING OF CERTAIN CITY-ISSUED
 DEVELOPMENT PERMITS IF PROJECTS MEET SPECIFIC REQUIREMENTS
 AND PROJECT APPLICATIONS ARE FILED BY SPECIFIED PROFESSIONALS
 WHO HAVE RECEIVED REQUIRED TRAINING PURSUANT TO
 THE NEW PROGRAM; PROGRAM INCLUDES AUDITS OF APPROVED PERMITS
 AND APPEALS OF CERTAIN DENIED PERMITS AND ADVERSE
 CERTIFICATION ACTIONS OF THE SPECIFIED PROFESSIONALS TO NEWLY
 CREATED APPEALS BOARD AND TO THE CITY COUNCIL”**

I, Michelle Ascencion, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The initiative petition entitled “Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council” was filed with the City Clerk’s office on October 28, 2019.

That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

Total number of signatures on petition (raw count):	<u>12,233</u>
Total number of signatures verified:	<u>500</u>
Number of signatures found sufficient:	<u>378</u>
Number of signatures found insufficient:	<u>122</u>
Number of signatures insufficient because of duplication:	<u>0</u>

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 11th day of December, 2019.




 Michelle Ascencion, CMC
 City Clerk



**CERTIFICATE OF SUFFICIENCY OF INITIATIVE PETITION SIGNATURES FOR
 “EXPANSION OF DUTIES OF ELECTED CITY TREASURER
 BY APPOINTING THE CITY TREASURER AS DIRECTOR OF FINANCE
 AND GIVING THE CITY TREASURER ADDITIONAL DUTIES
 PURSUANT TO THAT NEW ROLE: AUTHORITY OVER CITY’S FINANCE
 DEPARTMENT; SELECTION AND OVERSIGHT OF INTERNAL AUDITOR;
 ESTABLISHMENT, PREPARATION AND SUBMITTAL OF MONTHLY
 FINANCIAL REPORTS; ESTABLISHMENT, PREPARATION AND SUBMITTAL
 OF MONTHLY PERFORMANCE MEASUREMENTS FOR CITY DEPARTMENTS;
 AND PREPARATION AND SUBMITTAL OF ANNUAL CITY BUDGET”**

I, Michelle Ascencion, City Clerk of the City of Oxnard, County of Ventura, State of California, hereby certify:

The initiative petition entitled “Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City’s Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget” was filed with the City Clerk’s office on October 28, 2019.

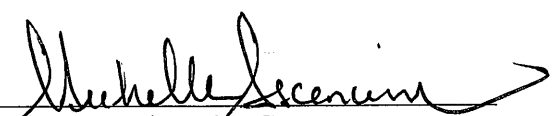
That the petition has been examined by the County of Ventura Registrar of Voters, and as a result of such examination, it has been confirmed that the petition has been signed by the requisite number of voters and the following facts have been determined:

Total number of signatures on petition (raw count):	12,455
Total number of signatures verified:	500
Number of signatures found sufficient:	406
Number of signatures found insufficient:	94
Number of signatures insufficient because of duplication:	0

Based on the information above, the petition is deemed to be sufficient.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Oxnard, California this 11th day of December, 2019.




 Michelle Ascencion, CMC
 City Clerk

SIGNATURE VERIFICATION CERTIFICATE

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the **County of Ventura**, State of California,

Hereby certify that: Oxnard Open Meetings Act received in this office on October 29, 2019. That the said petition consists of 1 proponent signature.

The Notice of Intention contains signatures purporting to be signatures of qualified electors of this county;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own knowledge and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

After receipt of this Notice of Intention, I verified the proponent signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the Notice, and from that examination I have determined the following facts regarding this Notice:

1. Number of unverified Ventura County signatures filed	<u>12,278</u>
2. Number of signatures verified	<u>500</u>
Number of signatures found SUFFICIENT	<u>382</u>
Number of signatures found INSUFFICIENT	<u>118</u>
Registered at a different address	<u>32</u>
Out of District	<u>3</u>
Not Registered	<u>64</u>
Registered Late	<u>9</u>
No residence address given	<u>2</u>
Inactive at different address	<u>8</u>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of December 10, 2019.

MARK A. LUNN

Clerk-Recorder, Registrar of Voters

By: Tracy Saucedo
TRACY D. SAUCEDO, CERA, REO
 Assistant Registrar of Voters

SIGNATURE VERIFICATION CERTIFICATE

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the **County of Ventura**, State of California,

Hereby certify that: Oxnard Keeping the Promise for Oxnard Streets Act received in this office on October 29, 2019. That the said petition consists of 1 proponent signature.

The Notice of Intention contains signatures purporting to be signatures of qualified electors of this county;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own knowledge and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

After receipt of this Notice of Intention, I verified the proponent signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the Notice, and from that examination I have determined the following facts regarding this Notice:

1. Number of unverified Ventura County signatures filed	<u>12,982</u>
2. Number of signatures verified	<u>500</u>
Number of signatures found SUFFICIENT	<u>388</u>
Number of signatures found INSUFFICIENT	<u>112</u>
Registered at a different address	<u>38</u>
Out of District	<u>3</u>
Not Registered	<u>60</u>
Registered Late	<u>5</u>
No residence address	<u>1</u>
Signatures Don't Match	<u>1</u>
Inactive at a different address	<u>4</u>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of December 10, 2019.

MARK A. LUNN

Clerk-Recorder, Registrar of Voters

By: Tracy Saucedo
TRACY D. SAUCEDO, CERA, REO
 Assistant Registrar of Voters

SIGNATURE VERIFICATION CERTIFICATE

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the **County of Ventura**, State of California,

Hereby certify that: Oxnard Permit Simplicity Act received in this office on October 29, 2019. That the said petition consists of 1 proponent signature.

The Notice of Intention contains signatures purporting to be signatures of qualified electors of this county;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own knowledge and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

After receipt of this Notice of Intention, I verified the proponent signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the Notice, and from that examination I have determined the following facts regarding this Notice:

1. Number of unverified Ventura County signatures filed	<u>12,233</u>
2. Number of signatures verified	<u>500</u>
Number of signatures found SUFFICIENT	<u>378</u>
Number of signatures found INSUFFICIENT	<u>122</u>
Registered at a different address	<u>38</u>
Out of District	<u>5</u>
Not Registered	<u>64</u>
Registered Late	<u>5</u>
No Residence Address Given	<u>2</u>
Inactive at different address	<u>8</u>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of December 10, 2019.

MARK A. LUNN

Clerk-Recorder, Registrar of Voters

By: Tracy Saucedo
TRACY D. SAUCEDO, CERA, REO
 Assistant Registrar of Voters

SIGNATURE VERIFICATION CERTIFICATE

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the **County of Ventura**, State of California,

Hereby certify that: Oxnard Fiscal Transparency & Accountability Act received in this office on October 29, 2019. That the said petition consists of 1 proponent signature.

The Notice of Intention contains signatures purporting to be signatures of qualified electors of this county;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own knowledge and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

After receipt of this Notice of Intention, I verified the proponent signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the Notice, and from that examination I have determined the following facts regarding this Notice:

1. Number of unverified Ventura County signatures filed	<u>12,455</u>
2. Number of signatures verified	<u>500</u>
Number of signatures found SUFFICIENT	<u>406</u>
Number of signatures found INSUFFICIENT	<u>94</u>
Registered at a different address	<u>43</u>
Out of District	<u>4</u>
Not Registered	<u>36</u>
Registered Late	<u>1</u>
Printed Signature	<u>1</u>
Signatures Don't Match	<u>2</u>
Inactive at a different address	<u>7</u>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of December 10, 2019.

MARK A. LUNN

Clerk-Recorder, Registrar of Voters

By: Tracy Saucedo

TRACY D. SAUCEDO, CERA, REO
Assistant Registrar of Voters

SIGNATURE VERIFICATION CERTIFICATE

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the **County of Ventura**, State of California,

Hereby certify that: Oxnard Term Limits Act received in this office on October 29, 2019. That the said petition consists of 1 proponent signature.

The Notice of Intention contains signatures purporting to be signatures of qualified electors of this county;

That the affiant stated his or her own qualification, that he or she had solicited the signatures upon that Section, that all of the signatures were made in his or her presence, and that to the best of his or her own knowledge and belief, each signature to that section was the genuine signature of the person whose name it purports to be;

After receipt of this Notice of Intention, I verified the proponent signatures by examining the records of registration in this county, current and in effect at the respective purported dates of such signing, to determine what number of qualified electors signed the Notice, and from that examination I have determined the following facts regarding this Notice:

1. Number of unverified Ventura County signatures filed	<u>12,246</u>
2. Number of signatures verified	<u>500</u>
Number of signatures found SUFFICIENT	<u>373</u>
Number of signatures found INSUFFICIENT	<u>127</u>
Registered at a different address	<u>38</u>
Out of District	<u>2</u>
Not Registered	<u>69</u>
Registered Late	<u>6</u>
No residence address given	<u>2</u>
Inactive at different address	<u>10</u>

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day of December 10, 2019.

MARK A. LUNN

Clerk-Recorder, Registrar of Voters

By: Tracy Saucedo

TRACY D. SAUCEDO, CERA, REO
Assistant Registrar of Voters



CITY COUNCIL AGENDA REPORT

 REPORTS
 AGENDA ITEM NO. K.5.

DATE: December 17, 2019

TO: City Council

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

SUBJECT: Consideration of Action on Certified Initiative Measures Titled:

1. "New Requirements Regarding the Way in Which City Council Meetings, Council Committees and Other City Legislative Bodies Are Run;"
2. "Early Termination of Measure O Sales Tax If Specific Pavement Standards for City Streets and Alleys Are Not Met; Extension of Measure O Sales Tax For Additional Five Year Periods If Specific Pavement Standards Are Met;"
3. "Expedited Processing of Certain City-Issued Development Permits If Projects Meet Specific Requirements and Project Applications Are Filed By Specified Professionals Who Have Received Required Training Pursuant to the New Program; Program Includes Audits of Approved Permits and Appeals of Certain Denied Permits and Adverse Certification Actions of the Specified Professionals to Newly Created Appeals Board and to the City Council;" and
4. "Expansion of Duties of Elected City Treasurer By Appointing the City Treasurer as Director of Finance and Giving the City Treasurer Additional Duties Pursuant to that New Role: Authority Over City's Finance Department; Selection and Oversight of Internal Auditor; Establishment, Preparation and Submittal of Monthly Financial Reports; Establishment, Preparation and Submittal of Monthly Performance Measurements for City Departments; and Preparation and Submittal of Annual City Budget." (5/10/15)

RECOMMENDATION

That the City Council:

1. For each initiative certified to date as sufficient by the City Clerk, either: a) adopt the ordinance, b) call an election, or c) order a report pursuant to Elections Code Section 9212; and
2. If calling the election, adopt resolution(s) ordering consolidation with the November 3, 2020 statewide election and requesting the County Clerk to conduct the election and authorizing the Board of Supervisors to canvass the returns.

BACKGROUND

The City Clerk has certified as sufficient the petitions for the four initiatives listed in the subject of this report. Pursuant to Elections Code ("EC") §9215, if an initiative petition is signed by a sufficient percentage of City voters, the governing body shall take one of the following actions:

1. Adopt the ordinance, without alteration, at the regular meeting at which the certification of the petition is presented, or within 10 days after it is presented;
 2. Submit the ordinance, without alteration, to the voters pursuant to EC §1405; or
 3. Order a report, pursuant to EC §9212 at the regular meeting at which the certification of the petition is presented.
- When the report is presented to the legislative body, the legislative body shall either adopt the ordinance within 10 days or order an election pursuant to EC §1405.

The report the Council may order pursuant to EC §9212 ("9212 Report") is to address impacts or effects of the initiative on the City, including fiscal impacts and "ny other matters the requests to be in the report." EC §9212(a)(8). The 9212 Report must be prepared within the time set by the Council, "but no later than 30 days after the elections official certifies to the legislative body the sufficiency of the petition." EC §9212(b).

If Council opts to place any ordinances on the ballot, the corresponding resolution(s) must be adopted to call the election and request the measures' consolidation with the statewide general election to be held November 3, 2020.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The cost for conducting this election or ordering a report is unknown at this time.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

1. 2019.12.17 Resolution Calling Election - Meeting Procedures
2. 2019.12.17 Resolution Calling Election - Measure O Sunset
3. 2019.12.17 Resolution Calling Election - Expedited Permits
4. 2019.12.17 Resolution Calling Election - Treasurer Duties

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ORDERING AN ELECTION TO BE HELD ON NOVEMBER 3, 2020 TO CONSIDER THE ADOPTION OF A MEASURE TITLED "NEW REQUIREMENTS REGARDING THE WAY IN WHICH CITY COUNCIL MEETINGS, COUNCIL COMMITTEES AND OTHER CITY LEGISLATIVE BODIES ARE RUN," REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, on April 18, 2019, the City Clerk of the City of Oxnard received a Notice of Intent to Circulate Initiative Petition and a Proof of Publication of the Notice for a measure that would impose new requirements on how meetings of City legislative bodies are run regarding the use of and training in Robert's Rules of Order, permitted start times, rules for public comment, and prerecording of staff presentations; and

WHEREAS, on December 10, 2019, the Ventura County Registrar of Voters verified that the number of valid signatures on a statistical sampling of the initiative petition is 382, which is sufficient for the initiative measure to qualify for the ballot; and

WHEREAS, pursuant to California Elections Code Section 9215, the City Council must either: (a) adopt the ordinance, without alteration, either at the regular meeting at which the certification of the petition is presented or within 10 days after it is presented; (b) submit the ordinance, without alteration, to the voters pursuant to Elections Code Section 1405; or (c) order a report pursuant to Elections Code Section 9212 at the regular meeting at which the certification of the petition is presented; and

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council of the City of Oxnard as though fully set forth herein.

SECTION 2. The initiative measure shall be submitted to the voters of the city at the regular election to be held on November 3, 2020.

SECTION 3. This Resolution is adopted pursuant to Elections Code Section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code Section 10401, order that this election of the city be consolidated with the statewide general election to be held on November 3, 2020, which consolidated election shall be held and conducted in the manner prescribed in Elections Code Section 10418.

SECTION 4. Pursuant to Elections Code Section 10411, the Board of Supervisors is authorized to canvass the returns of the election to be held within the boundaries of the city on November 3, 2020.

SECTION 5. Pursuant to Elections Code Section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies shown on **Exhibit A**,

which is attached hereto and a made a part hereof, and any and all other services and supplies necessary to complete the election on November 3, 2020.

SECTION 6. The City Manager is authorized to execute all documents and to perform all necessary acts to enter into one or more agreements for the provisions of election services consistent with this Resolution.

SECTION 7. The text of the proposed ordinance is attached to this Resolution as **Exhibit B**. The text of the proposed ordinance shall be printed in the ballot materials; a copy of the measure shall be available for public inspection in the City Clerk's office located at 300 West Third Street, 4th Floor in the City of Oxnard.

SECTION 8. The ballot question shall be substantially as follows:

“Shall an ordinance be adopted to require meetings of City legislative bodies to use Robert’s Rules of Order, limit meeting start times, alter existing rules for public comment, and utilize prerecorded staff presentations?”

Yes (_____)

No (_____)”

SECTION 9. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 10. The City Council directs the City Clerk to transmit a copy of the initiative measure to the City Attorney and directs the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280 in the manner required by law.

SECTION 11. The initiative measure shall only pass if a majority of votes cast on the measure are “yes” votes.

SECTION 12. In all particulars not recited in this Resolution, the election shall be held and conducted in the manner required by law.

SECTION 13. The City Council shall meet to declare the results of the election called for by this Resolution at its first regular meeting following the certification of election results.

SECTION 14. The city shall pay the reasonable cost of services and supplies rendered by the County Clerk.

SECTION 15. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Clerk.

SECTION 16. The City Clerk shall publish a copy of this Resolution in a newspaper of general circulation once within fifteen (15) days after the adoption of this Resolution.

PASSED AND ADOPTED THIS 17th day of December, 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

MARK A. LUNN
Clerk-Recorder, Registrar of Voters
Elections Division

EXHIBIT A

VENTURA COUNTY
REQUEST FOR SPECIFIED ELECTION SERVICES
MEASURES

TO: **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters

FROM: **City of Oxnard**

City, School District or Special District Name

Signature of Authorization

ELECTION: Statewide General Election

DATE: November 3, 2020

SERVICES REQUESTED: Place a mark next to the desired services.

ITEM #1

PUBLICATIONS

☒

A. County elections official is requested to publish: Notice of Election of Measure, Election Officers and Polling Places.

☐

B. City/District will publish.

ITEM #2

COUNTY VOTER INFORMATION GUIDE PUBLICATION

☒

A. Print Full Measure Text.

☐

B. Full Measure Text will not be printed in the County Voter Information Guide.

ITEM #3

MEASURE/INITIATIVE PROPONENT FILINGS

☐

A. Random sample of 500 signatures.

☐

B. Full check of all signatures submitted.

ITEM #4

ELECTION NIGHT RESULTS

☒

On-line results

☐

E-mail _____

PERCENTAGE OF VOTES REQUIRED FOR PASSAGE OF MEASURE:

50% + 1

ELECTIONS DIVISION SERVICES PROVIDED:

ITEM #K-5

SIGNATURE CHECKING – County elections to prepare the set-up and verification of signatures submitted on an initiative, recall or referendum attempting to qualify for the ballot.

OFFICIAL FILING – County elections to serve as filing official for all measure document filings, i.e. deadline filing dates, maximum number of words, forms, and format.

MEASURE FORMS/CAMPAIGN REPORTING MATERIAL – Ventura County Elections Division to provide one master set for copying.

SPANISH TRANSLATIONS – County elections official will arrange for all translations pursuant to Elections Code Section 13307.

PRINTING OF COUNTY VOTER INFORMATION GUIDES – County elections official will arrange for all printing of arguments/analyses in the County Voter Information Guide for each election.

VOTE BY MAIL BALLOTS – County elections official will handle all Vote By Mail ballots, including the checking of applications and ballot mailing. Applications and envelopes will be provided to City Clerks.

The undersigned requests the above election services to be performed by the County Elections Official and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for services requested upon presentation of a bill.

Name of
School District: _____

Signature & Title: _____

Date: December 17, 2019

Rev. 10/04/17

Received
Oxnard City Clerk
2019 APR 18 PM 1:30

Oxnard Open Meetings Act

The people of the City of Oxnard do ordain as follows:

SECTION 1. **Title.**
This initiative shall be known and may be cited as the “Oxnard Open Meetings Act.”

SECTION 2. Findings and Declarations.

The people of the City of Oxnard find and declare all of the following:

a) The Oxnard City Council adopted Oxnard Ordinance No. 2949, which created a number of committees charged with conducting important city business.

b) Those committees meet at times that conflict with many residents' work schedules, which effectively limits their opportunity to provide input on issues affecting their quality of life.

c) Inconvenient meetings make a mockery of the ideal that the proceedings of elected and appointed officials ought to be conducted openly and at times that reasonably allow members of the public to directly address legislative bodies while they are deliberating on matters of public policy.

d) Meetings are conducted largely without making full use of standard recognized parliamentary procedures, often resulting in prolonged disorderly meetings, and thus reducing the likelihood that residents will be able to remain in attendance long enough to participate.

e) The details of proposals are often better revealed in staff presentations than they are in written staff reports, but because such presentations are not presented until the actual meeting and considerable time is consumed making such presentations, the ability of the People to know the full impact of those proposals and adequately formulate their concerns are significantly diminished.

f) Residents wanting to speak to the Oxnard City Council on matters of public concern have been limited to one or two minutes to state a position, especially on controversial matters, thus creating an environment where public participation is discouraged.

SECTION 3. Purposes and Intent.

The People of the City of Oxnard hereby declare that their purposes and intent in enacting the "Oxnard Open Meetings Act" are to improve disclosure and public participation on matters that come before the Oxnard City Council and other local legislative bodies.

SECTION 4. Oxnard Open Meetings.

To implement the Oxnard Open Meetings Act, the Initiative amends or adds the following sections of the Oxnard City Code. Type formatted as underlined is added to the Municipal Code; type formatted as ~~strikethrough~~ is deleted from the Municipal Code; unformatted type is existing and not amended by this initiative.

A. SEC. 2-1 of Division 1, of Article I of Chapter 2 of the Oxnard Municipal Code is hereby amended to read as follows:

SEC. 2-1. MEETINGS; RULES OF PROCEDURE.

(A) Regular city council meetings - Unless otherwise approved by city council action, city council shall conduct regular meetings on the first and third Tuesdays of every month in the city council chambers at 305 West Third Street at a time set by resolution of the city council.

(B) Rules of procedure and standing rules -

(1) ~~The rules for the conduct of proceedings of the city council shall be established by resolution. The rules contained in the current edition of Robert's Rules of Order Newly Revised shall govern the city's legislative bodies in all cases to which they are applicable and in which they are not inconsistent with any special rules of order the city council may adopt by resolution. The city council may by resolution establish standing rules unrelated to parliamentary procedure.~~

(2) Any violation of such rules shall be deemed to be a violation of this code and shall be punishable as provided in section 1-10 of this code.

(C) Notwithstanding Section 9217 of the Election Code, the city council may amend subdivision (A) of this section without submission to the voters to change the days and location for regular meetings.

B. Sections 2-1.2 through 2-1.5 of Division 1, of Article I of Chapter 2 of the Oxnard Municipal Code are hereby adopted as follows:

SEC. 2-1.2. ALLOWABLE MEETING TIMES.

Meetings of the city's legislative bodies, as defined by and subject to the Ralph M. Brown Act (California Government Code Sections 54950 et seq.), shall commence no earlier than 5:00 pm on weekdays and 9:00 am on weekends. Notwithstanding, this requirement shall not apply to purely advisory bodies, emergency meetings, meetings held in closed session, or meetings conducted outside the city's geographical boundaries. Moreover, by a 4/5 vote this requirement may be waived by an advance reasonable determination that extenuating circumstances surrounding the starting time of a particular meeting prevent the legislative body from fulfilling its duties and that such circumstances cannot otherwise be obviated by alternative or additional meeting dates. Actions taken at meetings held in violation of this section shall be deemed invalid.

SEC. 2-1.3. PARLIAMENTARY TRAINING.

(A) The city shall provide each member of the city's legislative bodies with a copy of the current edition of *Robert's Rules of Order Newly Revised*.

(B) The city shall make use of the services of a Professional Registered Parliamentarian certified by the National Association of Parliamentarians or a Certified Parliamentarian credentialed by the American Institute of Parliamentarians to train members of the city's legislative bodies on Robert's Rules.

SEC. 2-1.4. STAFF PRESENTATIONS IN ADVANCE OF MEETINGS.

To provide the fullest opportunity for public input on all matters coming before the city's legislative bodies, staff presentations for each agenda item shall be videotaped in advance, and then posted on the city's website and made available for viewing on city premises at the time of the posting of the agenda for the meeting. The primary role of staff at meetings is to answer questions posed by the legislative body, not the reenactment of pre-recorded presentations.

SEC. 2-1.5. PUBLIC COMMENT.

(A) In addition to opportunities for public comment required by state law, the agenda shall provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee composed exclusively of members of the legislative body.

(B) Each person shall be allowed no less than three minutes to comment on an agenda item at a meeting.

(C) Reasonable accommodations shall be made to facilitate the presentation of videos, PowerPoint or similar presentations during public comments. Presenters shall be required to provide hard copies of presentations to members of the legislative body.

SECTION 5. Broad Construction.

a) The provisions of this Act shall be liberally construed and broadly applied in order to effectuate its underlying purposes of requiring that meetings be scheduled during hours most convenient to the general public, that staff presentations be made available in advance so that the general public can meaningfully participate, that meetings be conducted in accordance with Robert's Rules so that they are run in an orderly manner, and that the time and manner in which public comments can be made are not unduly restricted.

b) If any provision of this Act conflicts directly or indirectly with any other provision of law, those other provisions shall be null and void to the extent that they are inconsistent with this act, and are hereby repealed.

SECTION 6. Conflicting Ballot Measures.

a) In the event that this measure and another measure or measures relating to the disclosure or conduct of meetings appear on the same citywide election ballot, the provisions of the other measures that would affect in whole or in part the field of meeting conduct shall be deemed to be in conflict with this measure. In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety and the provisions of the other measure or measures shall be null and void in their entirety. In the event that the other measure or measures shall receive a greater number of affirmative votes, the provisions of this measure shall take effect to the extent permitted by law.

b) If this measure is approved by voters but superseded by any other conflicting ballot measure approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.

SECTION 7. Proponent Standing.

The People of the City of Oxnard declare that the proponent(s) of this measure has a direct and personal stake in defending this measure and grant formal authority to the proponent to defend this measure in any legal proceeding, either by intervening in such legal proceeding, or by defending the measure on behalf of the people and the City in the event that the City declines to defend the measure or declines to appeal an adverse judgment against the measure.

In the event that the proponent is defending this measure in a legal proceeding because the City has declined to defend it or to appeal an adverse judgment against it, the proponent shall: act as an agent of the people and the City; be subject to all ethical, legal, and fiduciary duties applicable to such parties in such legal proceedings; and be entitled to recover reasonable legal fees and related costs from the City.

SECTION 8. Severability.

If any provision of this act or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act that can be given effect in the absence of the invalid provision or application. To this end, the provisions of this act are severable.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ORDERING AN ELECTION TO BE HELD ON NOVEMBER 3, 2020 TO CONSIDER THE ADOPTION OF A MEASURE TITLED “EARLY TERMINATION OF MEASURE O SALES TAX IF SPECIFIC PAVEMENT STANDARDS FOR CITY STREETS AND ALLEYS ARE NOT MET; EXTENSION OF MEASURE O SALES TAX FOR ADDITIONAL FIVE YEAR PERIODS IF SPECIFIC PAVEMENT STANDARDS ARE MET,” REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, on April 18, 2019, a proponent submitted to the City Clerk of the City of Oxnard a Notice of Intent to Circulate Initiative Petition and a Proof of Publication of the Notice for a measure that would change the expiration date of the existing Measure O half cent sales tax approved by City voters in 2008 if the City-owned street and alley network did not meet specific Pavement Condition Index (PCI) requirements by specific deadlines, and would allow for extension of the Measure O half cent sales tax for additional five year periods if specific pavement standards are met; and

WHEREAS, on December 10, 2019, the Ventura County Registrar of Voters verified that the number of valid signatures on a statistical sampling of the initiative petition is 388, which is sufficient for the initiative measure to qualify for the ballot; and

WHEREAS, pursuant to California Elections Code Section 9215, the City Council must either: (a) adopt the ordinance, without alteration, either at the regular meeting at which the certification of the petition is presented or within 10 days after it is presented; (b) submit the ordinance, without alteration, to the voters pursuant to Elections Code Section 1405; or (c) order a report pursuant to Elections Code Section 9212 at the regular meeting at which the certification of the petition is presented; and

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council of the City of Oxnard as though fully set forth herein.

SECTION 2. The initiative measure shall be submitted to the voters of the city at the regular election to be held on November 3, 2020.

SECTION 3. This Resolution is adopted pursuant to Elections Code Section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code Section 10401, order that this election of the city be consolidated with the statewide general election to be held on November 3, 2020, which consolidated election shall be held and conducted in the manner prescribed in Elections Code Section 10418.

SECTION 4. Pursuant to Elections Code Section 10411, the Board of Supervisors is authorized to canvass the returns of the election to be held within the boundaries of the city on November 3, 2020.

SECTION 5. Pursuant to Elections Code Section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies shown on **Exhibit A**, which is attached hereto and a made a part hereof, and any and all other services and supplies necessary to complete the election on November 3, 2020.

SECTION 6. The City Manager is authorized to execute all documents and to perform all necessary acts to enter into one or more agreements for the provisions of election services consistent with this Resolution.

SECTION 7. The text of the proposed ordinance is attached to this Resolution as **Exhibit B**. The text of the proposed ordinance shall be printed in the ballot materials; a copy of the measure shall be available for public inspection in the City Clerk's office located at 300 West Third Street, 4th Floor in the City of Oxnard.

SECTION 8. The ballot question shall be substantially as follows:

“Shall an ordinance be adopted to require early termination of the Measure O half cent sales tax if specific pavement standards for city streets and alleys are not met and allow for the extension of the Measure O half cent sales tax for additional five year periods if specific pavement standards are met?”

Yes (_____)

No (_____)”

SECTION 9. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 10. The City Council directs the City Clerk to transmit a copy of the initiative measure to the City Attorney and directs the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280 in the manner required by law.

SECTION 11. The initiative measure shall only pass if a majority of votes cast on the measure are “yes” votes.

SECTION 12. In all particulars not recited in this Resolution, the election shall be held and conducted in the manner required by law.

SECTION 13. The City Council shall meet to declare the results of the election called for by this Resolution at its first regular meeting following the certification of election results.

SECTION 14. The city shall pay the reasonable cost of services and supplies rendered by the County Clerk.

SECTION 15. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Clerk.

SECTION 16. The City Clerk shall publish a copy of this Resolution in a newspaper of general circulation once within fifteen (15) days after the adoption of this Resolution.

PASSED AND ADOPTED THIS 17th day of December, 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

MARK A. LUNN
Clerk-Recorder, Registrar of Voters
Elections Division

EXHIBIT A

VENTURA COUNTY
REQUEST FOR SPECIFIED ELECTION SERVICES
MEASURES

TO: **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters

FROM: **City of Oxnard**

City, School District or Special District Name

Signature of Authorization

ELECTION: Statewide General Election

DATE: November 3, 2020

SERVICES REQUESTED: Place a mark next to the desired services.

ITEM #1

PUBLICATIONS

☒

A. County elections official is requested to publish: Notice of Election of Measure, Election Officers and Polling Places.

☐

B. City/District will publish.

ITEM #2

COUNTY VOTER INFORMATION GUIDE PUBLICATION

☒

A. Print Full Measure Text.

☐

B. Full Measure Text will not be printed in the County Voter Information Guide.

ITEM #3

MEASURE/INITIATIVE PROPONENT FILINGS

☐

A. Random sample of 500 signatures.

☐

B. Full check of all signatures submitted.

ITEM #4

ELECTION NIGHT RESULTS

☒

On-line results

☐

E-mail _____

PERCENTAGE OF VOTES REQUIRED FOR PASSAGE OF MEASURE:

50% + 1

ELECTIONS DIVISION SERVICES PROVIDED:

ITEM #K-5

SIGNATURE CHECKING – County elections to prepare the set-up and verification of signatures submitted on an initiative, recall or referendum attempting to qualify for the ballot.

OFFICIAL FILING – County elections to serve as filing official for all measure document filings, i.e. deadline filing dates, maximum number of words, forms, and format.

MEASURE FORMS/CAMPAIGN REPORTING MATERIAL – Ventura County Elections Division to provide one master set for copying.

SPANISH TRANSLATIONS – County elections official will arrange for all translations pursuant to Elections Code Section 13307.

PRINTING OF COUNTY VOTER INFORMATION GUIDES – County elections official will arrange for all printing of arguments/analyses in the County Voter Information Guide for each election.

VOTE BY MAIL BALLOTS – County elections official will handle all Vote By Mail ballots, including the checking of applications and ballot mailing. Applications and envelopes will be provided to City Clerks.

The undersigned requests the above election services to be performed by the County Elections Official and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for services requested upon presentation of a bill.

Name of
School District: _____

Signature & Title: _____

Date: December 17, 2019

Rev. 10/04/17

Received
Oxnard City Clerk
2019 APR 18 PM 1:33

Keeping the Promise for Oxnard Streets Act

SECTION 1. **Title.**
This measure shall be known and may be cited as the "Keeping the Promise for Oxnard Streets Act."

SECTION 2. **Findings and Declarations.**

The people of the City of Oxnard find and declare all of the following:

- a) In 2008, the City Council of the City of Oxnard adopted Ordinance No. 2779, also known as the "City of Oxnard Vital Services Transactions (Sales) and Use Tax Ordinance," requesting that voters adopt a one-half per cent increase in the local sales and use tax "to protect, maintain, and enhance vital city services," such as "increasing street paving and sidewalk/pothole repair to improve traffic flow." Voters approved Ordinance No. 2779 as Measure O at the November 4, 2008 election.
- b) Based on the language of the ordinance and the marketing campaign promoting it, voters were persuaded to adopt Measure O, making Oxnard's rate of sales tax the highest in the county at the time, and generating in excess of \$10 million each year in extra tax revenue at a great cost to poor and middle-class families.
- c) Since the adoption of this measure, however, many residents question whether there has been any significant enhancement in vital city services.
- d) In the case of maintaining streets and alleys, one of the more basic city services, the City of Oxnard's lack of performance is particularly evident, as measured by the city's Pavement Condition Index (PCI), a numerical index between 0 and 100 used to indicate the general condition of pavement. This standard is widely used in transportation civil engineering, and the surveying processes and calculation methods used have been standardized by ASTM International. Prior to the increase in the local sales and use tax, Oxnard had a PCI score of 61 for its network of streets and alleys. Unfortunately, Oxnard's PCI has not seen meaningful improvement since the tax increase, and residents continue to endure poorly maintained streets and alleys, some of which have been neglected for years.
- e) Because it is far less expensive to keep a road in good condition than to repair it once it has deteriorated, the City's inattention to routine maintenance of roads and alleys is poor stewardship of taxpayer funds, and the long-term impact of this neglect is to deprive residents of other important services, such as those promoting public safety.

SECTION 3. Purposes and Intent.

The people of the City of Oxnard hereby declare their purposes and intent in enacting the "Keeping the Promise for Oxnard Streets Act" to be as follows:

- a) To fulfill the promise of better streets by focusing City Hall attention on repairs and maintenance of city streets and alleys.
- b) To ensure local officials do not take for granted the additional sales and use tax money we pay.
- c) To require the City of Oxnard to justify the extra half-cent sales tax by providing a corresponding level of service.
- d) To deny the City the additional tax if they fail to deliver these services at an acceptable level.
- e) To authorize the City Council to extend the tax in five-year increments provided that the city streets and alleys are maintained at an acceptable level.

SECTION 4. Keeping the Promise for Oxnard Streets Act.

Part 4 of Measure O (Uncodified Ordinance 2779, adopted by voters on November 4, 2008) is hereby amended to read as follows (existing text not amended by this act is shown in regular type; text to be deleted by this act is shown in ~~strike through~~ type; text to be added by this act is shown in underline type):

Part 4.

A. TWENTY-YEAR-SUNSET. The authority to levy the tax imposed by this ordinance shall expire twenty years from the operative date of this ordinance on March 31, 2029, unless extended by the voters.

B. Notwithstanding subdivision A of this Part, unless an outside civil engineering consultant with expertise in developing and updating pavement management systems finds that the Pavement Condition Index of the city-owned street and alley network is:

- (1) at least 65 on or before September 30, 2022, this ordinance shall expire March 31, 2023;
- (2) at least 70 on or before September 30, 2024, this ordinance shall expire March 31, 2025;
- (3) at least 75 on or before September 30, 2026, this ordinance shall expire March 31, 2027; and
- (4) at least 80 on or before September 30, 2028, this ordinance shall expire March 31, 2029.

C. Notwithstanding subdivision A of this Part, commencing April 1, 2028 the City Council shall have the authority to extend the expiration date by twenty calendar quarters, provided that between 110 and 365 days before each expiration date an outside civil engineering consultant with expertise in developing and updating pavement management systems finds that the Pavement Condition Index of the city-owned street and alley network is at least 80.

SECTION 5. Broad Construction.

- a) The provisions of this act shall be liberally construed and broadly applied in order to effectuate its underlying purpose of allowing the continuation of the additional one-half per cent sales and use tax for general City purposes, provided that the City improves and maintains to an acceptable level the condition of city-owned streets and alleys, without respect to the source of funding available or used by the City for such services.
- b) This act is not intended to convert the existing general sale and use tax to a special tax, and does not require that the City dedicate the funds from the additional one-half per cent sales and use tax specifically for maintenance and improvement of city-owned streets and alleys. Instead, this act authorizes the continuation of the additional one-half per cent sale and use tax in accordance with Section 4 of this measure.

SECTION 6. Conflicting Ballot Measures.

- a) In the event that this measure and another measure or measures relating to local sales and use tax shall appear on the same citywide election ballot, the provisions of the other measures shall be deemed to be in conflict with this measure. In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety and the provisions of the other measure or measures shall be null and void in their entirety. In the event that the other measure or measures shall receive a greater number of affirmative votes, the provisions of this measure shall take effect to the extent permitted by law.
- b) If this measure is approved by voters but superseded by any other conflicting ballot measure approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.

SECTION 7. Proponent Standing.

The People of the City of Oxnard declare that the proponent(s) of this measure has a direct and personal stake in defending this measure and grant formal authority to the proponent to defend this measure in any legal proceeding, either by intervening in such legal proceeding, or by defending the measure on behalf of the people and the City in the event that the City declines to defend the measure or declines to appeal an adverse judgment against the measure.

In the event that the proponent is defending this measure in a legal proceeding because the City has declined to defend it or to appeal an adverse judgment against it, the proponent shall: act as an agent of the people and the City; be subject to all ethical, legal, and fiduciary duties applicable to such parties in such legal proceedings; and be entitled to recover reasonable legal fees and related costs from the City.

SECTION 8. Severability.

If any provision of this act or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act that can be given effect in the absence of the invalid provision or application. To this end, the provisions of this act are severable.

Received
 Oxnard City Clerk
 2019 APR 18 PM 1:33

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ORDERING AN ELECTION TO BE HELD ON NOVEMBER 3, 2020 TO CONSIDER THE ADOPTION OF A MEASURE TITLED “EXPEDITED PROCESSING OF CERTAIN CITY-ISSUED DEVELOPMENT PERMITS IF PROJECTS MEET SPECIFIC REQUIREMENTS AND PROJECT APPLICATIONS ARE FILED BY SPECIFIED PROFESSIONALS WHO HAVE RECEIVED REQUIRED TRAINING PURSUANT TO THE NEW PROGRAM; PROGRAM INCLUDES AUDITS OF APPROVED PERMITS AND APPEALS OF CERTAIN DENIED PERMITS AND ADVERSE CERTIFICATION ACTIONS OF THE SPECIFIED PROFESSIONALS TO NEWLY CREATED APPEALS BOARD AND TO THE CITY COUNCIL,” REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, on April 18, 2019, the City Clerk of the City of Oxnard received a Notice of Intent to Circulate Initiative Petition and a Proof of Publication of the Notice for a measure that would require expedited processing of certain city-issued development permits if projects meet specific requirements and project applications are filed by specified professionals who have received required training pursuant to a new program that would include audits of approved permits and appeals of certain denied permits and adverse certification actions of the specified professionals to a newly created appeals board and to the city council; and

WHEREAS, on December 10, 2019, the Ventura County Registrar of Voters verified that the number of valid signatures on a statistical sampling of the initiative petition is 378, which is sufficient for the initiative measure to qualify for the ballot; and

WHEREAS, pursuant to California Elections Code Section 9215, the City Council must either: (a) adopt the ordinance, without alteration, either at the regular meeting at which the certification of the petition is presented or within 10 days after it is presented; (b) submit the ordinance, without alteration, to the voters pursuant to Elections Code Section 1405; or (c) order a report pursuant to Elections Code Section 9212 at the regular meeting at which the certification of the petition is presented; and

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council of the City of Oxnard as though fully set forth herein.

SECTION 2. The initiative measure shall be submitted to the voters of the city at the regular election to be held on November 3, 2020.

SECTION 3. This Resolution is adopted pursuant to Elections Code Section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code Section 10401, order that this election of the city be consolidated with the statewide general election to be held on November 3, 2020, which consolidated election shall be held and conducted in the manner prescribed in Elections Code Section 10418.

SECTION 4. Pursuant to Elections Code Section 10411, the Board of Supervisors is authorized to canvass the returns of the election to be held within the boundaries of the city on November 3, 2020.

SECTION 5. Pursuant to Elections Code Section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies shown on **Exhibit A**, which is attached hereto and a made a part hereof, and any and all other services and supplies necessary to complete the election on November 3, 2020.

SECTION 6. The City Manager is authorized to execute all documents and to perform all necessary acts to enter into one or more agreements for the provisions of election services consistent with this Resolution.

SECTION 7. The text of the proposed ordinance is attached to this Resolution as **Exhibit B**. The text of the proposed ordinance shall be printed in the ballot materials; a copy of the measure shall be available for public inspection in the City Clerk's office located at 300 West Third Street, 4th Floor in the City of Oxnard.

SECTION 8. The ballot question shall be substantially as follows:

“Shall an ordinance be adopted to require expedited processing of certain city-issued development permits if projects meet specific requirements and project applications are filed by specified professionals who receive required training pursuant to a new program that includes audits of approved permits and appeals of adverse audit results, certain denied permits, and adverse certification actions against specified professionals to a designated appeals board, the decision of which may be appealed to the city council?”

Yes (_____)

No (_____)

SECTION 9. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 10. The City Council directs the City Clerk to transmit a copy of the initiative measure to the City Attorney and directs the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280 in the manner required by law.

SECTION 11. The initiative measure shall only pass if a majority of votes cast on the measure are “yes” votes.

SECTION 12. In all particulars not recited in this Resolution, the election shall be held and conducted in the manner required by law.

SECTION 13. The City Council shall meet to declare the results of the election called for by this Resolution at its first regular meeting following the certification of election results.

SECTION 14. The city shall pay the reasonable cost of services and supplies rendered by the County Clerk.

SECTION 15. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Clerk.

SECTION 16. The City Clerk shall publish a copy of this Resolution in a newspaper of general circulation once within fifteen (15) days after the adoption of this Resolution.

PASSED AND ADOPTED THIS 17th day of December, 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

MARK A. LUNN
Clerk-Recorder, Registrar of Voters
Elections Division

EXHIBIT A

VENTURA COUNTY
REQUEST FOR SPECIFIED ELECTION SERVICES
MEASURES

TO: **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters

FROM: **City of Oxnard**

City, School District or Special District Name

Signature of Authorization

ELECTION: Statewide General Election

DATE: November 3, 2020

SERVICES REQUESTED: Place a mark next to the desired services.

ITEM #1

PUBLICATIONS

☒

A. County elections official is requested to publish: Notice of Election of Measure, Election Officers and Polling Places.

☐

B. City/District will publish.

ITEM #2

COUNTY VOTER INFORMATION GUIDE PUBLICATION

☒

A. Print Full Measure Text.

☐

B. Full Measure Text will not be printed in the County Voter Information Guide.

ITEM #3

MEASURE/INITIATIVE PROPONENT FILINGS

☐

A. Random sample of 500 signatures.

☐

B. Full check of all signatures submitted.

ITEM #4

ELECTION NIGHT RESULTS

☒

On-line results

☐

E-mail _____

PERCENTAGE OF VOTES REQUIRED FOR PASSAGE OF MEASURE:

50% + 1

ELECTIONS DIVISION SERVICES PROVIDED:

ITEM #K-5

SIGNATURE CHECKING – County elections to prepare the set-up and verification of signatures submitted on an initiative, recall or referendum attempting to qualify for the ballot.

OFFICIAL FILING – County elections to serve as filing official for all measure document filings, i.e. deadline filing dates, maximum number of words, forms, and format.

MEASURE FORMS/CAMPAIGN REPORTING MATERIAL – Ventura County Elections Division to provide one master set for copying.

SPANISH TRANSLATIONS – County elections official will arrange for all translations pursuant to Elections Code Section 13307.

PRINTING OF COUNTY VOTER INFORMATION GUIDES – County elections official will arrange for all printing of arguments/analyses in the County Voter Information Guide for each election.

VOTE BY MAIL BALLOTS – County elections official will handle all Vote By Mail ballots, including the checking of applications and ballot mailing. Applications and envelopes will be provided to City Clerks.

The undersigned requests the above election services to be performed by the County Elections Official and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for services requested upon presentation of a bill.

Name of
School District: _____

Signature & Title: _____

Date: December 17, 2019

Rev. 10/04/17

Received
Oxnard City Clerk
2019 APR 18 PM 1:34

The People of the City of Oxnard do ordain as follows:
SECTION 1. Findings and Declarations.
The people of the City of Oxnard ("City") find and declare all of the following:

Oxnard Permit Simplicity Act
(A) Any permit system people find too frustrating to navigate only encourages unlawful circumvention, and ultimately becomes an invitation to construction that is both unsafe and noncompliant with existing building codes;

(B) The delays caused by the City’s outdated permitting process discourage existing employers from expanding business here and prospective employers from locating here and bringing higher paying jobs to our community;
(C) Residents seeking to remodel or upgrade their homes frequently experience bureaucratic, time consuming and costly delays in acquiring necessary permits from the City;
(D) The City’s permit system has become a roadblock to economic success for local and prospective businesses and families;
(E) Other cities and counties, such as Phoenix, Arizona and Elk Grove, Rancho Cordova, Sacramento County and Yolo County, California have adopted streamlined permitting systems worth emulating.

SECTION 2. Purposes and Intent.

The people of the City of Oxnard hereby declare their purposes and intent in enacting this measure to be as follows:

- (A) To remove arbitrary and subjective standards in the issuance of permits;
- (B) To reduce permitting costs and delays;
- (C) To ensure fair and reasonable permit standards;
- (D) To provide an expedited and streamlined permitting process, for projects big or small, whether for the replacement of a water heater or the construction of a multi-story structure;
- (E) To implement peer review and audits to further ensure public health and safety;
- (F) To reform the City’s permitting process so it becomes a positive financial incentive for local job creation, job retention and economic prosperity; and,
- (G) To brand Oxnard as an economic hub by adopting and improving upon successful, simplified permitting systems enacted elsewhere.

SECTION 3. Oxnard Permit Simplicity Act.

Chapter 26 is hereby added to the Oxnard City Code to read as follows:

CHAPTER 26. OXNARD PERMIT SIMPLICITY ACT

ARTICLE I. GENERAL PROVISIONS

SEC. 26-1. TITLE.

This chapter shall be known and may be cited as the “Oxnard Permit Simplicity Act.”

SEC. 26-2. DEFINITIONS.

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

- (A) “Auditor” means any person designated by the Building Official to perform an audit.
- (B) “Building Official” means the official designated to enforce and interpret the City’s building codes, and other applicable laws pertaining to public health and safety.
- (C) “Department” refers to the department responsible for conducting plan review, inspections, and permit services.
- (D) “Building Board of Appeals” refers to the board designated to hear appeals of decisions made by the Building Official in Administration of the Permit Simplicity Program.
- (E) “Electronic submittal” means the utilization of one or more of the following: e-mail; the Internet; facsimile.
- (F) “Owner/Tenant” means either the owner of the building or property, or a tenant who has an interest in the building or property via a lease, sublease or some other legally binding agreement.
- (G) “Prepared” or “prepared by or under the direct supervision of” means: (1) personally prepared by the Permit Simplicity Certified Professional submitting the project, or (2) prepared under the direct supervision and control of such Permit Simplicity Certified Professional.
- (H) “Project” means the work identified in a permit application and any accompanying plans.
- (I) “Registration number” or “permit simplicity registration number” means the registration number issued upon successful completion of the permit simplicity certification training class. A registration number is separate and distinct from the professional license issued by the State of California.
- (J) “Reviewed by” or “Reviewed and sealed by” means: (1) the sealed plans were reviewed by the Permit Simplicity Certified Professional for compliance, or (2) the plans were drawn by others and were personally and directly reviewed for compliance and sealed by the Permit Simplicity Certified Professional.
- (K) “Permit Simplicity certified” means a signed, personal verification that is submitted to the Department by a Permit Simplicity Certified Professional that accompanies plans filed with the Department whereby the Permit Simplicity Certified Professional certifies that: (1) he or she is the Permit Simplicity Certified Professional identified in the permit application; and (2) the plans do not contain any false information; and (3) the plans are in compliance with the requirements of the City’s building codes, and other applicable laws pertaining to public health and safety; and (4) attests that such plans were prepared by, prepared under the direct supervision of, or were reviewed and stamped by the Permit Simplicity Certified Professional identified in the permit application.
- (L) “Permit Simplicity Certified Professional” means a licensed professional who has met the requirements necessary to participate in the Permit Simplicity Program.
- (M) “Permit Simplicity Program” shall mean the program set forth in this chapter.
- (N) “Structural Peer Reviewer” means a reviewer who is on an approved list expressly for the purpose of providing structural peer reviews for the Permit Simplicity Certification Program. The City shall have the sole discretion to determine who shall be included on the list, and all structural peer reviewers must: (1) be a licensed structural engineer in the state of California, and (2) have attended either the Permit Simplicity Certification training class or another class approved by the City. Individuals who meet these criteria are eligible to be placed on the approved list.

SEC. 26-3. INTERPRETATION.

With respect to eligible projects, where the provisions of this chapter impose different requirements than are imposed or required by other chapters of this code, or other pertinent rules and regulations, the provisions of this chapter shall control.

With respect to projects that fail to comply with this chapter, the requirements imposed or required by the other chapters of this code, or other pertinent rules and regulations, shall control.

Article II. PERMIT SIMPLICITY ELIGIBILITY

SEC. 26-10. ELIGIBLE PROJECTS.

Any Project, other than those set forth in Section 26-11, are eligible to seek approval through this chapter.

SEC. 26-11. DISCRETIONARY PROJECTS.

A Project undertaken in response to a code enforcement issue may be eligible to seek approval through this chapter, in the discretion of the Department.

ARTICLE III. PERMIT SIMPLICITY CERTIFIED PROFESSIONALS

SEC. 26-20. PROFESSIONALS ELIGIBLE FOR CERTIFICATION.

To be eligible for certification as a Permit Simplicity Certified Professional, an individual shall:

- (A) Be any one of the following:
 - (1) A professional architect or civil engineer;
 - (2) A professional landscape architect, who may submit projects related to or intensive in the individual’s discipline;
 - (3) A professional soils engineer, geotechnical engineer or geologist, who may submit projects related to or intensive in the individual’s discipline;
 - (4) A mechanical, fire protection or electrical engineer, who may submit projects related to or intensive in the individual’s discipline; or
 - (5) A licensed professional, such as a contractor or certified interior designer, who may submit projects related to or intensive in the individual’s discipline, as defined by the City.
- (B) Be licensed and in good standing with the State of California at the time of application, and continuously for the five years prior to application; and
- (C) Successfully complete a training program approved by the City; be certified by an outside organization approved by the City in a discipline relevant to the projects to be submitted; be certified by the International Codes Council in a discipline relevant to the projects to be submitted, such as a Commercial Building Inspector, Residential Building Inspector, Building Plans Examiner, Commercial Electrical Inspector, Commercial Plumbing Inspector, Commercial Mechanical Inspector, Residential Electrical Inspector, Residential Plumbing Inspector or Residential Mechanical Inspector, Soils Special Inspector; or successfully complete the Economic Growth Institute’s Permit Simplicity Training Program.

SEC. 26-21. PERMIT SIMPLICITY TRAINING.

- (A) The city shall facilitate a training class as part of the Permit Simplicity Certified Professionals program. The class shall provide instructions about:
 - (1) The Permit Simplicity Certification permit process;
 - (2) Examining plans for compliance with the City’s building codes, and other applicable laws pertaining to public health and safety; and
 - (3) The administrative aspects of permit processing for which the Permit Simplicity Certified Professional is responsible when certifying plans.
- (B) Training shall be offered at times and in locations selected by the city, but at least twice per year. Information about registering for the training class shall be posted on the City’s website.
- (C) The city may charge a fee not to exceed the city’s administrative costs for facilitating the training.
- (D) Upon successful completion of the training, an applicant shall receive a certificate and registration number, which enable the applicant to certify projects and to otherwise participate in the Permit Simplicity Certified Program.
- (E) A Permit Simplicity Certified Professional shall be required to participate in a training once every building code cycle to maintain eligibility. The City may require additional training for any updates to the building and development code in the interim.

ARTICLE IV. PERMIT SIMPLICITY PROJECT APPLICATION AND SUBMITTAL

SEC. 26-30. PERMIT SIMPLICITY PROJECT APPLICATION.

Every application for a Permit Simplicity Project shall be submitted on a form prepared by the Department containing all of the following:

- (A) The name, address and license number of the general contractor and any other contractors for the Project;
- (B) The Project address;
- (C) Project scope of work;
- (D) Project Plans.
 - (1) A cover sheet shall be attached to each set of plans. Each cover sheet shall:

- (a) be signed and stamped by the Permit Simplicity Certified Professional responsible for preparing the plans;
 - (b) contain an Index of Drawings, where applicable; and
 - (c) contain the following certification statement, which shall be wet-inked in black or plotted to the cover sheet: “I hereby certify that any and all included drawings are prepared by me, under my supervision, or reviewed by me and to the best of my professional knowledge conform to the City’s building codes, and other applicable laws pertaining to public health and safety.” Such certification statement shall be signed by the Permit Simplicity Certified Professional who prepared or reviewed the plans.

- (2) Each set of plans must be:
 - (a) sealed by the Permit Simplicity Certified Professional certifying the plans;
 - (b) prepared by, under the direct supervision of, or reviewed by the Permit Simplicity Certified Professional certifying the plans; and
 - (c) attached to a cover sheet conforming to subsection (1) of section (D) of this section.

- (3) Each page of each set of plans shall contain the following:
 - (a) the text “Permit Simplicity Certified by (name of Permit Simplicity Certified Professional)” and the date; and
 - (b) the date the Building Official or his or her designee reviewed the plans and the name of the reviewer.

(E) The Owner/Builder who is responsible for the work identified in the permit application must sign the permit application. If the project identified in the permit application is a build-out in an existing building, the work covered by the permit application must be limited to work for a single tenant only. Both the permit application and accompanying plans must be stamped by the Permit Simplicity Certified Professional who prepared or reviewed the plans and is submitting the plans for Permit Simplicity Certification under the Permit Simplicity Certified Program.

SEC. 26-31. PERMIT SIMPLICITY PROJECT APPLICATION ATTACHMENTS.

Every application for a Permit Simplicity Project shall include all of the following attachments:

- (A) Evidence of all necessary approvals that are a condition precedent to issuance of a permit;
- (B) Proof of Insurance. The Permit Simplicity Certified Professional shall submit proof of insurance which satisfies all of the following:
 - (1) The Permit Simplicity Certified Professional shall furnish to the Department a certificate of professional liability insurance and necessary endorsements, issued by an insurer authorized to do business in California, with a

Bests' rating of no less than A:VIII. The insurance required by this section shall have a limit of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate for all claims made during the policy period covering the Permit Simplicity Certified Professional's errors and omissions.

(2) The endorsement shall state that coverage shall not be suspended, voided or cancelled by the Permit Simplicity Certified Professional, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by hand delivery or certified mail, return receipt requested, to the Department.

(3) The Permit Simplicity Certified Professional shall maintain insurance, at his or her own cost, for at least five (5) years after the Project is complete. If the Permit Simplicity Certified Professional fails to maintain this required insurance coverage, the Department reserves the right to revoke the Permit Simplicity Certified Professional's eligibility to participate in the Permit Simplicity Program and to revoke the permit for any Project pending at the time of the non-compliant insurance.

(C) Professional of Record Certification Statement. The Permit Simplicity Certified Professional shall submit, on a form prepared by the Department, a Professional of Record Certification Statement certifying as to all of the following:

(1) The Permit Simplicity Certified Professional satisfies the requirements of section 26-20 of this chapter.

(2) Within the previous five years, the Permit Simplicity Certified Professional has not been convicted, found liable of, or determined by the Building Official to have committed any of the following:

(a) knowingly making a false statement of material fact on or in connection with any permit application;

(b) knowingly submitting in support of a permit application any document containing false or fraudulent information;

(c) knowingly affixing a false signature to any permit application.

(3) The application and every page of the accompanying plan(s) stamped by the Permit Simplicity Certified Professional:

(a) were prepared by, under the direct supervision of, or reviewed by the Permit Simplicity Certified Professional;

(b) are complete; and

(c) are, as of the date of submission, in accordance with the requirements of the Department's building construction code and all other applicable laws pertaining to public health and safety.

(4) The application and all technical submissions made by the Permit Simplicity Certified Professional in connection with the Permit Simplicity Certified Project were prepared in accordance with and meet the standard of care required of the Permit Simplicity Certified Professional's profession.

(5) All information and assertions made by the Permit Simplicity Certified Professional in the permit application and documents submitted in support of such permit application are true and correct to the best of the individual's knowledge.

(6) If the Permit Simplicity Certified Professional becomes aware of any false or inaccurate statement in the permit application, accompanying plans or any document submitted in support of such permit application, regardless of whether such false or inaccurate statement was made by such Permit Simplicity Certified Professional or by his or her agent, employee, or other person, the Permit Simplicity Certified Professional shall immediately take all measures necessary to correct the false or inaccurate statement and notify the Department.

(7) The Permit Simplicity Certified Professional understands that the Building Official will rely upon the truth and accuracy of the certifications contained in the Professional of Record Permit Simplicity Certification Statement as the basis for issuing a permit under the Permit Simplicity Certification Permit Program.

(8) The Permit Simplicity Certified Professional understands that the Permit Simplicity Certified project identified in the permit application is being approved for a permit subject to audit and/or field inspection by the Department and the permit is subject to revocation by the Building Official if necessary or appropriate to protect public health or safety.

(9) If the Department determines that the submitted plans do not conform to the requirements of the City's building codes, or other applicable laws pertaining to public health and safety, the Permit Simplicity Certified Professional agrees to submit revised plans to the Department in a timely manner and to take all remedial measures within the Permit Simplicity Certified Professional's control to bring the submitted plans, and any construction which has occurred in reliance on those plans, into conformity with those requirements.

(10) The Permit Simplicity Certified Professional understands that the failure to submit any required plan revisions to the Department in a timely manner will result in automatic suspension of the Permit Simplicity Certified Professional's eligibility to participate in the Permit Simplicity Certification Program, until such time that a plan revision is submitted to the Department and/or the matter is resolved to the satisfaction of the Department.

(11) The Permit Simplicity Certified Professional understands that failure to take all remedial measures within his or her control to bring the submitted plans and any construction thereunder into compliance with the City's building construction codes, or other applicable laws pertaining to public health and safety shall result in revocation of the Permit Simplicity Certified Professional's eligibility to participate in the Permit Simplicity Certification Program and may result in notification of such fact to the appropriate state agencies.

(12) The Permit Simplicity Certified Professional understands that the City retains all authority over the enforcement and administration of the City's building codes, and other applicable laws pertaining to public health and safety, and the City does not delegate this authority to the Permit Simplicity Certified Professional by his or her participation in the Permit Simplicity Program. The City retains the right to refuse to issue a permit under the Permit Simplicity Program for any Project that does not meet the requirements of the Program.

(D) Owner/Tenant Certification Statement. The Permit Simplicity Certified Professional shall submit, on a form prepared by the Department, an Owner/Tenant Certification Statement. The Owner, and Tenant if applicable, shall each sign and date the Owner/Tenant Certification Statement, certifying that the Owner, and Tenant if applicable:

(1) Authorizes the work of all professionals and consultants named in the permit application and accompanying plans;

(2) Agrees to take all measures necessary to correct any misrepresentation or falsification of facts made knowingly or negligently in the permit application or in any document submitted in support of such application by the owner or tenant, as applicable, or by such owner's or tenant's agents, contractors or employees;

(3) Understands that submitting a permit application as part of the Permit Simplicity Program means that City Officials are relying on certification by the Permit Simplicity Certified Professional that the project conforms with the City's building codes, and other applicable laws pertaining to public health and safety;

(4) Understands that the Permit Simplicity Certified project is being approved for a permit subject to audit and field inspection by the Department;

(5) Agrees to take all remedial measures necessary to bring the plans and all construction completed under the permit for the project into conformity with requirements of the City's building codes, and other applicable laws pertaining to public health and safety;

(6) Understands that the City retains the right to refuse to issue a permit under the Permit Simplicity Program for any Project that does not meet the requirements of the Program; and

(7) Understands that the Building Official, or his or her designee, may revoke any permit issued under the Permit Simplicity Certification Program at any time if the Building Official, or his or her designee, believes that the permitted project or any portion thereof poses a threat to public health or safety.

(E) Hold Harmless Letters. The Permit Simplicity Certified Professional is required to submit to the Department, on a form provided by the Department, two Hold Harmless Letters. One letter shall be signed and dated by the Owner/Tenant, and the second letter shall be signed and dated by the Permit Simplicity Certified Professional. By signing the letter the signatory certifies that:

(1) The signatory agrees to protect, defend, with counsel acceptable to the City, indemnify and hold harmless the City and its officers, representatives, managers and employees against any and all claims, liabilities, judgments, costs, expenses, delays, demands or injuries arising out of or in any way connected with the design, construction, code compliance review or issuance of a permit for the project identified in the permit application;

(2) If construction is contrary to the City's building codes, other applicable laws pertaining to public health and safety, or to any permit issued under the Permit Simplicity Certified Program, the signatory shall, without undue delay, remove or modify, at the signatory's own cost and expense, any component of such construction that does not conform to those requirements;

(3) Nothing in this letter should be construed to negate, waive or otherwise reduce any other right or obligation of indemnity that may exist in the favor of the City; and

(4) The signatory acknowledges that the Project may be subject to enforcement citations even if construction is in accordance with the plans approved as part of a Project submitted under the Permit Simplicity Program.

(F) Reasonable Hardship Plan for Americans with Disabilities Act compliance and the accessibility requirements of the California Building Code.

SEC. 26-32. PERMIT SIMPLICITY PROJECT SUBMISSION.

(A) A checklist and required permitting documentation for a Project shall be made available on a publicly accessible city website.

(B) Assistance with pre-submittal requirements may be obtained from the Department. Staff will determine if any variances, code modifications, use permits, or other approvals are required.

(C) The Department shall establish the system for receiving applications, plans, forms, letters and other documents in connection with the Permit Simplicity Program. Electronic submittal of the required permit application and documents may be made available. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature. This requirement notwithstanding, wet signatures shall be required for engineering calculations and plans in accordance with state law.

(D) No application shall be processed until all required documents are received and complete.

(E) Applicants shall be permitted to request project intake meetings through the Permit Simplicity program database.

SEC. 26-33. FIELD REVISIONS.

There are different procedures that must be followed for making field revisions. The procedure that must be followed is dependent on whether it is a voluntary change due to a change in construction material, design or in response to field conditions; or a mandatory change due to an inspector identifying a code violation or plans missing critical information.

(A) Voluntary field revisions. The Permit Simplicity Certified Professional shall submit a revised application in accordance with the procedures set forth in this chapter for an initial application.

(B) Mandatory field revisions.

(1) When a Department inspector determines that the Permit Simplicity Certified plans contain code violations or are missing critical information, the inspector shall get a second opinion from his or her supervisor prior to requiring changes to the Project.

(2) If the item is confirmed to be a code violation or the Department requires more information critical to ensuring that the project meets the building codes, or other applicable laws pertaining to public health and safety, the inspector will inform the contractor and the Permit Simplicity Certified Professional in writing (e-mail is sufficient). Corrections and/or additional information will be required to reach a resolution.

(3) If plan revisions are required, the Permit Simplicity Certified Professional will be directed to submit the revisions within a reasonable time period. Failure to submit plan revisions as directed will result in revocation of the Permit Simplicity Certified Professional's certification.

(4) Regardless of the method used to resolve the violation, all violations will be tracked by the Inspection Supervisor. The violations will be scored in accordance with the Department's Permit Simplicity Certified Audit Procedures, and any project that accumulates a cumulative score of five (5) or greater will be subject to a mandatory Audit.

SEC. 26-34. BUILDING OFFICIAL DUTIES.

(A) Upon receipt of a Permit Simplicity Project application, the Building Official or his or her designee shall do all of the following:

(1) Verify that all applicable agency approvals, applications, forms, letters and other documents listed on the Building Department's relevant Permit Simplicity Certification Checklists and required by this Chapter have been submitted and completed in full by the appropriate parties;

(2) Verify that the Project meets the Permit Simplicity Certification Program criteria;

(3) Verify that all necessary pre-approvals have been obtained;

(4) Verify all plan sheets and files are in accordance with this Chapter;

(5) Verify Certificate of Approval from a Structural Peer Reviewer for projects requiring a civil engineer;

(6) Screen plans for apparent compliance with the requirements of the City's building codes, and other applicable laws pertaining to public health and safety.

(B) If the Building Official, or his or her designee, determines that all Permit Simplicity Certification Program requirements have been met, he or she shall accept the Project for admission to the Permit Simplicity Certified Program and shall notify the Permit Simplicity Certified Professional and the applicant within 1 business day.

(C) If the Building Official, or his or her designee, determines that the plans submitted by the Permit Simplicity Certified Professional require minor corrections to bring the plans into compliance with the City's building codes, and other applicable laws pertaining to public health and safety, he or she shall notify the Permit Simplicity Certified Professional and the applicant within 1 business day.

(D) If the Building Official, or his or her designee, determines that any of the Permit Simplicity Certification Program requirements have not been met, he or she shall reject the Project for submittal to the Permit Simplicity Certified Program and shall notify the Permit Simplicity Certified Professional and the applicant within 1 business day. A Project that is rejected from the Permit Simplicity Program may be submitted through the City's normal permit application process. Rejection from the Permit Simplicity Certification Program may be appealed to the Building Board of Appeals.

(E) Upon a determination that all requirements have been met, the Building Official, or his or her designee, shall issue a permit for the Project. The permit shall be stamped by the Department with an indication that it is a "Permit Simplicity Certified Project."

ARTICLE V. PERMIT SIMPLICITY PROGRAM AUDIT AND SUSPENSION OF CERTIFICATION

SEC. 26-40. SELECTION FOR AUDIT.

All Permit Simplicity Certified plans are subject to audit by the Department to determine whether the plans and/or projects are in compliance with the requirements of the City's building codes, and other applicable laws pertaining to public health and safety. The selection criteria are as follows:

(A) The first four projects submitted by the Permit Simplicity Certified Professional are automatically selected for audit.

(B) Any project submitted where the Permit Simplicity Certified Professional has not been previously audited in the past twelve months shall be automatically selected for audit.

(C) Any project submitted by a Permit Simplicity Certified Professional that failed an audit twice shall automatically be selected for audit during the following twelve months.

(D) Any project submitted by a Permit Simplicity Certified Professional during the twelve months after having been reinstated following a suspension from the program shall automatically be selected for audit during the following twelve months.

(E) Any project over 100,000 square feet or greater than three stories shall be automatically selected for audit.

(F) A random sample of between 10% and 20% of remaining Permit Simplicity Certified Projects shall be selected for audit.

SEC. 26-41. AUDIT CRITERIA.

Each Permit Simplicity Certified project selected for audit will be audited for compliance during construction with the City's building codes, and other applicable laws pertaining to public health and safety. The Auditor for each discipline will complete the review in accordance with the scoring system described in the "Permit Simplicity Certification Program Auditing and Appeal Procedures" developed by the Department and available on the Department's website.

SEC. 26-42. AUDIT RESULTS.

The Department shall notify the Permit Simplicity Certified Professional and the Owner of Record in writing of the results of any audit conducted. The notification shall provide a summary of the audit results and shall direct the Permit Simplicity Certified Professional to address all violations found in the audit. Failure to submit required corrections by the date identified in the notification will result in suspension or revocation of the Permit Simplicity Certified Professional's privileges.

SEC. 26-43. SUSPENSION AND REVOCATION OF PERMIT SIMPLICITY CERTIFICATION

(A) A Permit Simplicity Certified Professional shall be subject to the following suspensions and revocations:

(1) Upon first audit failure, the Department shall issue a written warning, and possible temporary suspension of status based on the severity of the audit result.

(2) Upon second audit failure, the Permit Simplicity Certified Professional shall be subject to mandatory audit for subsequent Projects for following 12 months.

(3) Upon third audit failure, the Permit Simplicity Certified Professional shall be suspended from the program for 12 months, and upon reinstatement shall be subject to mandatory audit for subsequent Projects for following 12 months.

(4) Upon fourth audit failure, the Permit Simplicity Certified Professional shall have certification revoked and shall not be eligible to reapply for a period of 36 months.

(5) A Permit Simplicity Certified Professional's certification shall be permanently revoked if the Professional is convicted or found liable of any of the following:

(a) knowingly making a false statement of material fact on or in connection with any permit application;

(b) knowingly submitting in support of a permit application any document containing false or fraudulent information; or

(c) knowingly affixing a false signature to any permit application.

(B) A dated notice of suspension or revocation shall be sent by certified mail, return receipt requested, to the Permit Simplicity Certified Professional's address of record with the Department. The dated notice shall inform the Permit Simplicity Certified Professional of all of the following:

(1) The reason for the suspension or revocation;

(2) The effective date of the suspension or revocation, which shall be 10 days after the date on the notice;

(3) The duration of the suspension or revocation;

(4) Steps which may be taken, if any, to mitigate or reduce the suspension or revocation.

SEC. 26-44. APPEAL.

Adverse audit results, suspensions or revocations of Permit Simplicity Certified Professional status are subject to appeal to the Building Board of Appeals. If the Permit simplicity Certified Professional has reason to believe that adverse audit results, or the suspension or revocation of Permit simplicity Certification privileges is not warranted, the Permit simplicity Certified Professional has the right to request in writing, within ten (10) business days of the date on which notice is mailed, a hearing before the Building Board of Appeals. A hearing before the Building Board of Appeals is solely to determine whether adverse audit results, or the suspension or revocation of Permit Simplicity Certification privileges is warranted. If a hearing under this rule is requested in a timely manner, such hearing shall be commenced within forty-five (45) business days of receipt of such request. If no hearing under this rule is requested in a timely manner, or if a hearing is requested in a timely manner but the Permit Simplicity Certified Professional fails to appear at such hearing, the Permit Simplicity Certified Professional shall be deemed to have waived the right to such hearing and such privileges shall be deemed, by operation of law, to have been revoked by the Building Official on the date stated on the notice of revocation required by this rule. Conversely, if the Permit Simplicity Certified Professional submits a written request for a hearing, but fails to appear at such hearing, the Building Official may, upon a showing of good cause, reschedule the hearing. The Permit Simplicity Certified Professional may appeal, within fifteen (15) business days of the date on which the decision is mailed, an adverse ruling by the Building Board of Appeals to the City Council.

SECTION 4. Broad Construction.

(A) The provisions of this act shall be liberally construed and broadly applied in order to effectuate its underlying purpose of allowing an applicant to obtain a permit in one business day.

(B) Where the provisions of this measure conflict with any provision in the Oxnard Municipal Code with respect to the subject matter governed by this measure, this measure shall apply.

(C) Notwithstanding Section 9217 of the Election Code, the city council may amend this initiative without submission to the voters, so long as the amendment furthers the purposes and intent of this Act.

SECTION 5. Conflicting Ballot Measures.

(A) In the event that this measure and another measure or measures relating to permits shall appear on the same citywide election ballot, the provisions of the other measures shall be deemed to be in conflict with this measure. In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety and the provisions of the other measure or measures shall be null and void in their entirety. In the event that the other measure or measures shall receive a greater number of affirmative votes, the provisions of this measure shall take effect to the extent permitted by law.

(B) If this measure is approved by voters but superseded by any other conflicting ballot measure approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.

SECTION 6. Proponent Standing.

The People of the City of Oxnard declare that the proponent(s) of this measure has a direct and personal stake in defending this measure and grant formal authority to the proponent to defend this measure in any legal proceeding, either by intervening in such legal proceeding, or by defending the measure on behalf of the people and the City in the event that the City declines to defend the measure or declines to appeal an adverse judgment against the measure.

In the event that the proponent is defending this measure in a legal proceeding because the City has declined to defend it or to appeal an adverse judgment against it, the proponent shall: act as an agent of the people and the City; be subject to all ethical, legal, and fiduciary duties applicable to such parties in such legal proceedings; and be entitled to recover reasonable legal fees and related costs from the City.

SECTION 7. Severability.

If any chapter, article, division, section, subsection, phrase, or clause of this measure is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this measure. The People of the City of Oxnard hereby declare that they would have passed this measure and each chapter, article, division, section, subsection, paragraph, sentence, phrase, clause or word thereof irrespective of the fact that any one or more chapter, article, division, sections, subsections, paragraphs, sentences, phrases, clauses or words be declared unconstitutional. To this end, the provisions of this measure are severable.

Received
 Oxnard City Clerk
 2019 APR 18 PM 1:34

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD ORDERING AN ELECTION TO BE HELD ON NOVEMBER 3, 2020 TO CONSIDER THE ADOPTION OF A MEASURE TITLED “EXPANSION OF DUTIES OF ELECTED CITY TREASURER BY APPOINTING THE CITY TREASURER AS DIRECTOR OF FINANCE AND GIVING THE CITY TREASURER ADDITIONAL DUTIES PURSUANT TO THAT NEW ROLE: AUTHORITY OVER CITY’S FINANCE DEPARTMENT; SELECTION AND OVERSIGHT OF INTERNAL AUDITOR; ESTABLISHMENT, PREPARATION AND SUBMITTAL OF MONTHLY FINANCIAL REPORTS; ESTABLISHMENT, PREPARATION AND SUBMITTAL OF MONTHLY PERFORMANCE MEASUREMENTS FOR CITY DEPARTMENTS; AND PREPARATION AND SUBMITTAL OF ANNUAL CITY BUDGET,” REQUESTING THE COUNTY CLERK TO CONDUCT THE ELECTION, AND AUTHORIZING THE BOARD OF SUPERVISORS TO CANVASS THE RETURNS

WHEREAS, on April 18, 2019, the City Clerk of the City of Oxnard received a Notice of Intent to Circulate Initiative Petition and a Proof of Publication of the Notice for a measure that would expand the duties of the elected City Treasurer by appointing that elected official as Director of Finance and giving the City Treasurer the following additional duties in that new role: authority over the City’s Finance Department; selection and oversight of the City’s Internal Auditor; establishment, preparation and submittal of monthly financial reports and monthly performance measurements for City Departments; and preparation and submittal of the annual City budget; and

WHEREAS, on December 10, 2019, the Ventura County Registrar of Voters verified that the number of valid signatures on a statistical sampling of the initiative petition is 406, which is sufficient for the initiative measure to qualify for the ballot; and

WHEREAS, pursuant to California Elections Code Section 9215, the City Council must either: (a) adopt the ordinance, without alteration, either at the regular meeting at which the certification of the petition is presented or within 10 days after it is presented; (b) submit the ordinance, without alteration, to the voters pursuant to Elections Code Section 1405; or (c) order a report pursuant to Elections Code Section 9212 at the regular meeting at which the certification of the petition is presented; and

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

SECTION 1. The foregoing recitals are adopted as the findings of the City Council of the City of Oxnard as though fully set forth herein.

SECTION 2. The initiative measure shall be submitted to the voters of the city at the regular election to be held on November 3, 2020.

SECTION 3. This Resolution is adopted pursuant to Elections Code Section 10403 requesting that the Board of Supervisors of Ventura County, pursuant to Elections Code Section 10401, order that this election of the city be consolidated with the statewide general election to

be held on November 3, 2020, which consolidated election shall be held and conducted in the manner prescribed in Elections Code Section 10418.

SECTION 4. Pursuant to Elections Code Section 10411, the Board of Supervisors is authorized to canvass the returns of the election to be held within the boundaries of the city on November 3, 2020.

SECTION 5. Pursuant to Elections Code Section 10002, the Board of Supervisors is requested to permit the County Clerk to render the services and supplies shown on **Exhibit A**, which is attached hereto and a made a part hereof, and any and all other services and supplies necessary to complete the election on November 3, 2020.

SECTION 6. The City Manager is authorized to execute all documents and to perform all necessary acts to enter into one or more agreements for the provisions of election services consistent with this Resolution.

SECTION 7. The text of the proposed ordinance is attached to this Resolution as **Exhibit B**. The text of the proposed ordinance shall be printed in the ballot materials; a copy of the measure shall be available for public inspection in the City Clerk's office located at 300 West Third Street, 4th Floor in the City of Oxnard.

SECTION 8. The ballot question shall be substantially as follows:

“Shall an ordinance be adopted to designate the elected City Treasurer the City’s Director of Finance and give the City Treasurer authority over the City’s Finance Department; selection and oversight of Internal Auditor; establishment, preparation and submittal of monthly financial reports and monthly performance measurements for City Departments; and preparation and submittal of the annual City budget?”

Yes (_____)

No (_____)

SECTION 9. The ballots to be used at the election shall be in the form and content as required by law.

SECTION 10. The City Council directs the City Clerk to transmit a copy of the initiative measure to the City Attorney and directs the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280 in the manner required by law.

SECTION 11. The initiative measure shall only pass if a majority of votes cast on the measure are “yes” votes.

SECTION 12. In all particulars not recited in this Resolution, the election shall be held and conducted in the manner required by law.

SECTION 13. The City Council shall meet to declare the results of the election called for by this Resolution at its first regular meeting following the certification of election results.

SECTION 14. The city shall pay the reasonable cost of services and supplies rendered by the County Clerk.

SECTION 15. The City Clerk is hereby directed to file a certified copy of this Resolution with the Board of Supervisors and the County Clerk.

SECTION 16. The City Clerk shall publish a copy of this Resolution in a newspaper of general circulation once within fifteen (15) days after the adoption of this Resolution.

PASSED AND ADOPTED THIS 17th day of December, 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

MARK A. LUNN
Clerk-Recorder, Registrar of Voters
Elections Division

EXHIBIT A

VENTURA COUNTY
REQUEST FOR SPECIFIED ELECTION SERVICES
MEASURES

TO: **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters

FROM: **City of Oxnard**

City, School District or Special District Name

Signature of Authorization

ELECTION: Statewide General Election

DATE: November 3, 2020

SERVICES REQUESTED: Place a mark next to the desired services.

ITEM #1

PUBLICATIONS

☒

A. County elections official is requested to publish: Notice of Election of Measure, Election Officers and Polling Places.

☐

B. City/District will publish.

ITEM #2

COUNTY VOTER INFORMATION GUIDE PUBLICATION

☒

A. Print Full Measure Text.

☐

B. Full Measure Text will not be printed in the County Voter Information Guide.

ITEM #3

MEASURE/INITIATIVE PROPONENT FILINGS

☐

A. Random sample of 500 signatures.

☐

B. Full check of all signatures submitted.

ITEM #4

ELECTION NIGHT RESULTS

☒

On-line results

☐

E-mail _____

PERCENTAGE OF VOTES REQUIRED FOR PASSAGE OF MEASURE:

50% + 1

ELECTIONS DIVISION SERVICES PROVIDED:

ITEM #K-5

SIGNATURE CHECKING – County elections to prepare the set-up and verification of signatures submitted on an initiative, recall or referendum attempting to qualify for the ballot.

OFFICIAL FILING – County elections to serve as filing official for all measure document filings, i.e. deadline filing dates, maximum number of words, forms, and format.

MEASURE FORMS/CAMPAIGN REPORTING MATERIAL – Ventura County Elections Division to provide one master set for copying.

SPANISH TRANSLATIONS – County elections official will arrange for all translations pursuant to Elections Code Section 13307.

PRINTING OF COUNTY VOTER INFORMATION GUIDES – County elections official will arrange for all printing of arguments/analyses in the County Voter Information Guide for each election.

VOTE BY MAIL BALLOTS – County elections official will handle all Vote By Mail ballots, including the checking of applications and ballot mailing. Applications and envelopes will be provided to City Clerks.

The undersigned requests the above election services to be performed by the County Elections Official and pursuant to Elections Code Section 10002, agrees to reimburse the County in full for services requested upon presentation of a bill.

Name of
School District: _____

Signature & Title: _____

Date: December 17, 2019

Rev. 10/04/17

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2019 APR 18 PM 1:31

Oxnard Fiscal Transparency and Accountability Act

The people of the City of Oxnard do ordain as follows:

SECTION 1. Title.

This initiative shall be known and may be cited as the “Oxnard Fiscal Transparency and Accountability Act.”

SECTION 2. Findings and Declarations.

The people of the City of Oxnard ("City") find and declare all of the following:

- a) No one elected official is explicitly accountable to voters for overseeing the city's finances, including a system of internal controls required to safeguard assets, ensure financial statement reliability, promote operational efficiency, and encourage compliance with applicable laws and city council directives;
- b) Much of the city's finances are opaque and infrequently reported to the public, creating an environment of doubt as to whether taxpayer funds are spent wisely and efficiently;
- c) Performance measurements for city departments are not compiled and presented to residents, leaving the public wondering whether city hall is delivering quality, economical and timely services;
- d) Lines of authority between some elected officials and top city staff are muddled, creating a potential conflict where the appointed city manager dictates tasks to be performed by the elected city treasurer.

SECTION 3. Purposes and Intent.

The people of the City of Oxnard hereby declare their purposes and intent in enacting this measure to be as follows:

- a) To declare the elected city treasurer as the city's chief financial officer and ensure a sufficient number of qualified professionals are in the finance department to carry out required duties;
- b) To charge the elected city treasurer with designing a system of internal controls and overseeing an internal auditor to discourage malfeasance and criminal conduct;
- c) To entrust the elected city treasurer with designing and implementing a robust program of transparency, including monthly financial reports and the online posting of documentation supporting city expenditures;
- d) To task the elected city treasurer with establishing relevant metrics and regularly reporting on the performance of each city department to better ensure that the public is receiving quality, economical and timely services; and
- e) To create clear lines of authority between elected officials and hired city staff, and require that the elected city treasurer publicly report on the level of support and cooperation provided by city staff in assisting the elected city treasurer with fulfilling required duties.

SECTION 4. Oxnard Fiscal Transparency and Accountability Act.

To implement the Oxnard Fiscal Transparency and Accountability Act, the Initiative amends or adds the following sections of the Oxnard City Code. Type formatted as underlined is added to the Municipal Code; type formatted as ~~struckthrough~~ is deleted from the Municipal Code; unformatted type is existing and not amended by this initiative.

A. SEC. 2-167 is amended to read as follows:**SEC. 2-167. BOND OF CITY TREASURER AND ASSISTANT CITY TREASURER.**

The bond of the city treasurer is set at \$100,000 and assistant city treasurer is set at \$50,000. The bonds shall conform to the provisions of Chapter 3, Division 4, Title 1 of the Cal. Gov't Code. The premium on the bonds shall be paid by the city.

B. SEC. 2-168 is amended to read as follows:**SEC. 2-168. DUTIES OF CITY TREASURER.**

(A) The city treasurer shall perform such statutory duties as are assigned to the city treasurer of a general law city by the laws of the State and confirmed by resolution.

~~(B) The city treasurer shall also perform such administrative duties as assigned by the city manager. The city treasurer shall be the director of finance, and shall perform such statutory duties as are assigned to the director of finance or chief financial officer of a general law city by the laws of the State and confirmed by resolution, or by this code.~~

(C) The city manager and the city attorney shall in good faith cooperate with and be responsive to requests for information or administrative services made by the city treasurer in connection with carrying out the duties imposed on the city treasurer in the general law and this code. The city treasurer's reports to the city council shall also convey the extent to which the city manager and the city attorney have supported or hindered the city treasurer's fulfillment of those duties.

C. SEC. 2-175 is amended to read as follows:**SEC. 2-175. CREATION.**

There shall be a finance department, headed by ~~a director of finance~~ the city treasurer who shall supervise such employees as are necessary to carry out the functions and duties of the department. At least one employee of the finance department must possess a valid certificate issued by the California Board of Accountancy pursuant to Chapter 1 (commencing with Section 5000) of Division 3 of the Business and Professions Code, showing that person to be, and a permit authorizing that person to practice as, a certified public accountant.

D. SEC. 2-176 is amended to read as follows:**SEC. 2-176. FINANCIAL AND ACCOUNTING DUTIES.**

(A) Pursuant to Cal. Gov't Code Section 37209, the duties imposed on the city clerk by Chapter 4, Part 2, Division 3, Title 4 of the Cal. Gov't Code are transferred to the director of finance.

(B) Pursuant to Cal. Gov't Code Section 40805.5, the financial and accounting duties imposed on the city clerk by Cal. Gov't Code Sections 40802 through 40805 are transferred to the director of finance.

(C) Pursuant to Cal. Gov't Code Section 34004, the duties imposed on the city treasurer by Cal. Gov't Code Section 41004 are transferred to the director of finance.

(D) The powers and duties of the director of finance include centralizing fiscal and accounting duties; controlling inventory; financial reporting; and ~~assisting in~~ budgeting.

(E) The director of finance shall promote, secure and preserve the financial and property interests of the city.

~~(F) The city manager may assign to the director of finance additional powers and duties not set forth herein.~~

E. SEC. 2-176.1 is added to read as follows:**SEC. 2-176.1. INTERNAL CONTROLS.**

(A) The director of finance shall design, implement and oversee a system of internal controls to safeguard assets, ensure financial statement reliability, promote operational efficiency, and encourage compliance with applicable laws and city council directives. The city council may establish additional controls by resolution provided they do not undermine the plenary authority of the director of finance.

(B) The director of finance shall select and oversee an internal auditor who shall not be an employee of the city. The internal auditor shall be responsible for the following:

(1) Conducting internal control reviews, compliance audits and performance audits requested by the director of finance or the city council.

(2) Administering the city's whistleblower program.

(C) In consultation with the city attorney, the director of finance shall report findings of malfeasance and criminal conduct to the city council and/or law enforcement officials.

F. SEC. 2-176.2 is added to read as follows:**SEC. 2-176.2. FINANCIAL TRANSPARENCY.**

(A) The director of finance shall oversee the design and implementation of a financial transparency program that includes, but shall not be limited to, enabling public online review of city expenditures, including supporting invoices, purchase orders, submitted bids, and solicitations for bids and quotes.

(B) Each month the director of finance shall submit to the city clerk a financial report and shall file a copy with the city council. The financial report shall include at least the following components:

(1) Itemized statements of estimated monthly and fiscal year-to-date revenues and expenses with comparisons to budgets and historical amounts for significant governmental, proprietary and fiduciary funds.

(2) Itemized statements showing estimated changes in fund balances for significant governmental, proprietary and fiduciary funds.

(3) Itemized schedules presenting in descending order cash receipts and disbursements in excess of \$10,000.

(4) Additional schedules established by city council resolution.

G. SEC. 2-176.3 is added to read as follows:**SEC. 2-176.3. PERFORMANCE MEASUREMENTS.**

(A) For each department the director of finance shall establish performance measurements pertaining to the department's core functions, with no fewer than one performance measurement based on cost, one based on quality and one based on timeliness. The city council may establish additional performance measurements by resolution.

(B) The director of finance shall cause the city's current and historical performance measurements to be published on a centralized location on the city's website in the form of dynamic interactive online dashboards.

(C) Regularly, at least once each month, the director of finance shall submit to the city clerk a written report on the results of performance measurements, a copy of which shall be filed with the city council.

H. SEC. 2-177 is repealed:**SEC. 2-177. BOND.**

~~The director of finance shall file with the city clerk a bond covering the faithful performance of his/her duties, in the penal sum of not less than \$20,000. The bond shall conform to the provisions of Chapter 3, Division 4, Title 1 of the Cal. Gov't Code. The premium on the bond shall be paid by the city.~~

I. SEC. 2-179 is amended to read as follows:**SEC. 2-179. BUDGET.**

(A) Before the beginning of each fiscal year for which the city council has not adopted a budget, the ~~city manager~~ director of finance shall submit to the city council a proposed operations and capital budget for the following fiscal year or for more than one of the following fiscal years.

(B) At a minimum, the proposed budget shall include:

(1) An itemized statement of estimated revenues from all sources for the year.

(2) An itemized statement of proposed expenditures for each department and division.

(3) A statement of the amount required for the payment of interest, amortization and redemption charges on the debt of the city.

(4) Provision for contingent expense.

(5) A general budget summary.

(6) A budget statement outlining the proposed financial plan for the year.

(7) The appropriations limit and the total annual appropriations subject to limitation as determined pursuant to Division 9 of Title 1 of the Cal. Gov't Code, commencing with Section 7900.

(C) The city council shall hold a public hearing on the proposed budget, at which all interested persons may be heard. At the conclusion of the public hearing, the city council may make changes to the proposed budget.

(D) The city council shall adopt a budget for the following fiscal year or for more than one of the following fiscal years. If the budget is not adopted on or before the beginning of such fiscal year, the proposed budget shall become effective without action by the city council.

(E) The city council may revise at any time an adopted budget or a proposed budget that became effective without action by the city council.

(F) Notwithstanding Section 9217 of the Election Code, the city council may amend this section without submission to the voters, so long as the amendment furthers the purposes and intent of this Act.

SECTION 5. Broad Construction.

a) The provisions of this act shall be liberally construed and broadly applied in order to effectuate its underlying purpose of providing the elected city treasurer with plenary authority to improve accountability and transparency of the city's finances, and to publicly divulge the performance of city departments to enhance their performance.

b) Where the provisions of this measure conflict with any provision in the Oxnard Municipal Code with respect to the subject matter governed by this measure, this measure shall apply.

SECTION 6. Conflicting Ballot Measures.

a) In the event that this measure and another measure or measures relating to the transparency and accountability of city finances and operations shall appear on the same citywide election ballot, the provisions of the other measures shall be deemed to be in conflict with this measure. In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety and the provisions of the other measure or measures shall be null and void in their entirety. In the event that the other measure or measures shall receive a greater number of affirmative votes, the provisions of this measure shall take effect to the extent permitted by law.

b) If this measure is approved by voters but superseded by any other conflicting ballot measure approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.

SECTION 7. Proponent Standing.

The People of the City of Oxnard declare that the proponent(s) of this measure has a direct and personal stake in defending this measure and grant formal authority to the proponent to defend this measure in any legal proceeding, either by intervening in such legal proceeding, or by defending the measure on behalf of the people and the City in the event that the City declines to defend the measure or declines to appeal an adverse judgment against the measure.

In the event that the proponent is defending this measure in a legal proceeding because the City has declined to defend it or to appeal an adverse judgment against it, the proponent shall: act as an agent of the people and the City; be subject to all ethical, legal, and fiduciary duties applicable to such parties in such legal proceedings; and be entitled to recover reasonable legal fees and related costs from the City.

SECTION 8. Severability.

If any chapter, article, division, section, subsection, phrase, or clause of this measure is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this measure. The People of the City of Oxnard hereby declare that they would have passed this measure and each chapter, article, division, section, subsection, paragraph, sentence, phrase, clause or word thereof irrespective of the fact that any one or more chapter, article,

division, sections, subsections, paragraphs, sentences, phrases, clauses or words be declared unconstitutional. To this end, the provisions of this measure are severable.

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