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. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
December 18, 2018
Closed Session - 4:30 PM
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – 4:30 PM

1. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))
Name of case: Green Energy Holdings, LLC; Auto Fuels, Inc. v. City of Oxnard, et al. Ventura County Superior Court, Case No. 56-2015-00470344-CU-EI-VTA

2. Conference with Legal Counsel – Anticipated Litigation

CC Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: two cases.

3. Conference with Legal Counsel – Potential Litigation

CC Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: one case.

D. OPENING CEREMONIES – 6:00 PM

Pledge of allegiance to the flag of the United States.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty

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

minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker cards will not be accepted after the beginning of the general public comment period. Based on the number of speaker cards submitted, the presiding officer may impose time limits per speaker. Typically, speakers are limited to three minutes, but shorter time may be established as deemed necessary. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

F. 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.

G. 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.

H. 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.

I. 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.

J. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: Budget Appropriation for Legal Services.
RECOMMENDATION: That City Council recognize $480,000 in expected settlement proceeds from litigation regarding former auditor Mayer, Hoffman and McCann, and approve a budget appropriation in the amount of $480,000 to fund legal services and costs.
Legislative Body: CC Contact: Stephen M. Fischer Phone: (805) 385-7483

Fire Department

2. SUBJECT: Authorization to Submit Three Grant Applications to the Federal Emergency Management Agency (FEMA) for $694,419 in Grant Funds for the Purpose of Purchasing Defibrillators, Smoke/Carbon Detector Installation, and Paramedic Training.
RECOMMENDATION: That City Council adopt a resolution authorizing:
1. The City Manager to submit two grant applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant program in the amount of $521,000 for the purpose of purchasing Automated External Defibrillators (AED) and Paramedic Training;
2. The City Manager to submit a grant application to the FEMA Fire Protection and Safety Grant in the amount of $173,419 for the purchase of smoke/carbon monoxide detectors and salary and benefits for oversight of the installation of detectors;
3. The City Manager or designee to execute the grant agreement if grant funds are awarded to the City;
4. The Chief Financial Officer or designee to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions;
5. The Fire Chief or designee to submit non-financial reports.
Legislative Body: CC Contact: Darwin Base Phone: (805) 385-7700

Police Department

3. SUBJECT: Supplemental Law Enforcement Services Fund.
RECOMMENDATION: That City Council:
1. Recognize $313,843 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 $313,843 for an Interview Room Recording System and Body Worn Camera Storage Fees; and
3. Authorize the Chief Financial Officer or designee to approve additional budget appropriations if awarded.
Legislative Body: CC Contact: Scott Whitney Phone: (805) 385-7624

4. SUBJECT: Agreement for Parking and Civil Citation Processing.
RECOMMENDATION: That City Council:
1. Approve and authorize the City Manager to execute Agreement No. 8463-18-PO with Phoenix Group Information Services ("Phoenix Group"), for the next three (3) years, with an annual amount not to exceed $175,000, for parking citation processing and collection services, and
2. Approve a budget appropriation recognizing $65,000 in increased General Fund revenue (101-2101).
Legislative Body: CC Contact: Scott Whitney Phone: (805) 385-7624

Public Works Department

5. SUBJECT: Second Amendments to Chemical Delivery Agreements for the Water and Wastewater Divisions.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the Second Amendments with JCI Jones Chemicals, Inc. (A-7927) and Univar USA, Inc. (A-

7929) for the increased cost per gallon of chemicals used by the Public Works Department's Water and Wastewater Divisions.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

K. REPORTS

Development Services Department

1. SUBJECT: Planning & Zoning No. 18-600-01 - Pre-Application Review of the East Village Development Project (Known as the Maulhardt Development Project), Located on the Northeast Corner of Rose Avenue and Camino Del Sol. Filed by Rob Talmadage of Jensen Design and Survey on Behalf of the Maulhardt RF-JW. Trust. (15/20/15)
RECOMMENDATION: That the City Council review and provide preliminary comments on a pre-application to master plan and develop 107 acres (e.g.., East Village Development Project) with residential, open space (including parks and detention areas), a high school with a joint use agreement, and commercial area.
Legislative Body: CC Contact: Ashley Golden Phone: (805) 385-7882

Police Department

2. SUBJECT: Update on Civil Gang Injunctions (20/20/20)
RECOMMENDATION: That City Council receives a report on a) Community feedback received during neighborhood meetings on civil gang injunctions, and b) Future direction of Oxnard's civil gang injunctions.
Legislative Body: CC Contact: Scott Whitney Phone: (805) 385-7624

City Attorney Department

3. SUBJECT: Police Alarm and Fire Alarm Ordinance (5/10/5)
RECOMMENDATION: That City Council:
1. Approve the first reading by title only and waive further reading of an ordinance amending Chapter 11 Article II of the Oxnard City Code concerning the regulation of security alarm systems and fire alarm systems;
2. Adopt a resolution adjusting fees for security alarm systems; and
3. Adopt a resolution amending the fee schedule for civil fines to include fines for various alarm violations.
Legislative Body: CC Contact: Stephen M. Fischer Phone: (805) 385-7483

4. SUBJECT: Vending Ordinance (5/5/5)
RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance amending Chapter 8, Article IV, Division 1, Sec. 8-47 of the Oxnard City Code regarding operating regulations for vending on public property.
Legislative Body: CC Contact: Stephen M. Fischer Phone: (805) 385-7483

L. ADJOURNMENT

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 1**

DATE: December 18, 2018

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Budget Appropriation for Legal Services.

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

RECOMMENDATION:

That City Council recognize $480,000 in expected settlement proceeds from litigation regarding former auditor Mayer, Hoffman and McCann, and approve a budget appropriation in the amount of $480,000 to fund legal services and costs.

BACKGROUND

The City recently settled litigation regarding its former auditor, Mayer, Hoffman, McCann. Proceeds from the settlement must be recognized to pay the City's outstanding legal costs.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Approval of the recommended action will recognize $480,000 in settlement funds and appropriate $480,000 to the General Fund (101-1600 - Project 18IN04 - Auditor Litigation) to fund legal services and costs.

Prepared by Stephen M. Fischer, City Attorney.

ATTACHMENTS:

Attachment: Auditor Litigation BA

REQUEST FOR BUDGET APPROPRIATION

Department: City Attorney **Date:** December 18, 2018

Project/Program Manager: Stephen Fischer **Phone:** 805-385-7483

Reason for Appropriation:

To recognize expected revenue from settlement and appropriate funds to pay legal costs

Accounts and Descriptions		AMOUNT
Fund: GENERAL FUND (101)		
Revenues/Transfers In		
Auditor Litigation (Project 18IN04)		
101-1600-581.75-23	MISCELLANEOUS REVENUES	480,000
	Sub-total Revenues	480,000
Auditor Litigation (Project 18IN04)		
101-1600-801.82-04	SERVICES-LEGAL SERVICES	480,000
	Sub-total Expenditures	480,000
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**480,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 2**

DATE: December 18, 2018

TO: City Council

FROM: Darwin Base
Fire Chief

SUBJECT: Authorization to Submit Three Grant Applications to the Federal Emergency Management Agency (FEMA) for $694,419 in Grant Funds for the Purpose of Purchasing Defibrillators, Smoke/Carbon Detector Installation, and Paramedic Training.

CONTACT: Darwin Base, Fire Chief
Darwin.Base@oxnard.org, (805) 385-7700

RECOMMENDATION:

That City Council adopt a resolution authorizing:
1. The City Manager to submit two grant applications to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters Grant program in the amount of $521,000 for the purpose of purchasing Automated External Defibrillators (AED) and Paramedic Training;
2. The City Manager to submit a grant application to the FEMA Fire Protection and Safety Grant in the amount of $173,419 for the purchase of smoke/carbon monoxide detectors and salary and benefits for oversight of the installation of detectors;
3. The City Manager or designee to execute the grant agreement if grant funds are awarded to the City;
4. The Chief Financial Officer or designee to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions;
5. The Fire Chief or designee to submit non-financial reports.

BACKGROUND

The City of Oxnard is eligible to submit grant applications to FEMA for consideration of federal funds totaling $694,419. Fire Departments are eligible to apply to the FEMA Assistance to Firefighter Grants (AFG) and Fire Protection and Safety grants (FP&S) to enhance their ability

to protect the public and fire service personnel from fire and related hazards. FEMA grants are awarded on an annual basis. The grant funds will provide for Paramedic training for three Oxnard Fire personnel, the purchase of Automated External Defibrillators ("AED"), and the purchase and installation of smoke/carbon monoxide detectors, if awarded.

The paramedic training grant application is for $321,000 and would provide funds to pay backfill, tuition and required materials for three (3) firefighters to receive their California State Paramedic Level 1 License. The timeframe to complete certification to the upgraded level takes 9-11 months of training. By having additional firefighters trained to this level in advance, it ensures continuity to the program. The firefighters who complete the training will not receive additional stipends or pay incentives until they become part of the paramedic pool which is currently capped at 13 members. This grant will be federally funded for $291,819 with the City contributing a 10% match of $29,181.

The Automated External Defibrillator (AED) grant application is a regional application for Ventura County Fire Protection District (VCFPD) and Oxnard Fire Department. The application is to replace and upgrade 50 AEDs that are aged over ten years. The enhanced capability of the new model AED allows for continuous CPR to be provided while monitoring the heart rhythm, currently CPR must be stopped to allow for the heart to be monitored, by continuing the compressions save rates increase significantly. The Oxnard Fire Department will receive thirty-five (35) AEDs and the VCFPD will receive fifteen (15) devices. This grant will be for a total of $200,000 with a 10% match. The Oxnard Fire Department will be federally funded for $127,273 with the City contributing $12,728. VCFPD will be federally funded for $54,546 with a matching requirement of $5,455.

The Smoke/Carbon Detector grant application is for $173,419 to purchase and install 2,000 detectors to the citizens of Oxnard. The funds will be used to pay for the detectors and six months salary of a Fire Captain to manage interns that will provide installation and public education. By having Fire Department Interns install the detectors, the grant will allow for the match to be provided in-kind by their services. The performance period of the grant is one-year. The early detection of smoke allows safe evacuation of burning buildings and faster notification for first responders resulting in reduced damage and destruction. Providing detectors to low income and high risk populations increases public safety.

The two grant applications were submitted in fall of 2018. Notifications of award are traditionally announced late summer with the grant period beginning in August.

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

Matching funds totaling will be budgeted in the fiscal 2019-2020 budget if the grants are awarded.

The Paramedic Training grant requires a 10% financial match of $29,181 will be funded in the general fund budget in FY19/20. Thereare no on-going cost associated with the paramedics as the certified staff will fill anticipated vacancies in the ALS program.

The AED grant requires matching funds of $12,728 that will be included in the general fund budget in FY19/20.

The Smoke/Carbon Detector grant will offset the costs of a Captain currently assigned to a 40 hour work week in the Administrative Office. The Captain will oversee the internship program which is used as a recruitment tool to develop future firefighters for the agency.

Prepared by Amy Van Atta, Management Analyst II.

ATTACHMENTS:

Attachment #1 Resolution FEMA Grant Applications

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

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

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

WHEREAS, the Fire Department has requested that City Council approve the submittal of three applications to the Federal Emergency Management Agency (FEMA) for $200,000 in grant funds to be used for Regional Automated External Defibrillators, a second application for $321,000 for Paramedic Training, and a third application for $173,419 for the purchase and installation of smoke/carbon monoxide detectors.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of three grant applications by the City Manager one application for Regional Automated External Defibrillators, a second application for Paramedic Training and a third application for the purchase and installation of smoke/carbon monoxide detectors. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims, approve special budget appropriations for the use of the grant funds and perform all other required financial actions; and the Fire Chief or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 18th day of December, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Timothy Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 3**

DATE: December 18, 2018

TO: City Council

FROM: Scott Whitney
Police Chief

SUBJECT: Supplemental Law Enforcement Services Fund.

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council:
1. Recognize $313,843 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 $313,843 for an Interview Room Recording System and Body Worn Camera Storage Fees; and
3. Authorize the Chief Financial Officer or designee to approve additional budget appropriations if awarded.

BACKGROUND

The County of Ventura will receive an estimated allocation of $1,629,734 from the State Department of Finance for front line law enforcement funds as part of the Supplemental Law Enforcement Services Funds (SLESF). Front line law enforcement funds are allocated to cities, counties and five police protection districts on a population basis. The City of Oxnard's estimated portion is $313,843. The SLESF funds result from a 0.15% Vehicle License Fee (VLF) and are meant to supplement existing services, and may not be used to supplant any existing funding for law enforcement services.

These funds will be used to purchase a video recording system for investigative interview rooms in the police station. In addition, remaining funds will be used to address annual subscription costs related to the Department's body-worn camera (BWC) program.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

The attached budget appropriation reflects the allocation of the $313,843 FY18-19 SLESF COPS Program to the State COPS Grant Fund (195-2030, Project 662152). No matching funds are required.

Prepared by Eric S. Sonstegard, Assistant Police Chief

ATTACHMENTS:

FY 18-19 SLESF Budget Appropriation-#662152

REQUEST FOR BUDGET APPROPRIATION

Department: Police Department **Date:** December 18, 2018

Project/Program Manager: Eric Sonstegard **Phone:** x7801

Reason for Appropriation:

To recognize State grant revenue and appropriate funds from the Supplemental Law Enforcement Services Fund FY18-19, which is subgranted through the County of Ventura.

Accounts and Descriptions		AMOUNT
Fund: 195 - STATE COPS GRANT		
Revenues/Transfers In		
COPS Prog (SLESF FY18-19) (Project 662152)		
195-2030-532-7231	STATE GRANT REVENUES	313,843
	Sub-total Revenues	313,843
Expenditures/Transfers Out		
COPS Prog (SLESF FY18-19) (Project 662152)		
195-2030-802-8209	SRVCS-OTHER PROF/CONTRACT	240,000
195-2030-802-8606	CAPITAL OUTLAY/MACHINERY & EQUIPMENT NEW	73,843
	Sub-total Expenditures	313,843
	Net Change to Fund Balance	**0**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 4**

DATE: December 18, 2018

TO: City Council

FROM: Scott Whitney
Police Chief

SUBJECT: Agreement for Parking and Civil Citation Processing.

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council:
1. Approve and authorize the City Manager to execute Agreement No. 8463-18-PO with Phoenix Group Information Services ("Phoenix Group"), for the next three (3) years, with an annual amount not to exceed $175,000, for parking citation processing and collection services, and
2. Approve a budget appropriation recognizing $65,000 in increased General Fund revenue (101-2101).

BACKGROUND

The Police Department conducts parking enforcement throughout the City, and issues parking citations for various violations of the Oxnard City Code and the California Vehicle Code. Based upon trends over the past five (5) years, Police Department employees issue between 22,000 and 32,000 parking citations each year. A contracted company processes the citations and collects the fines. Monies generated from fines collected over the last (5) five fiscal years average $1.0 million each fiscal year. This revenue is then deposited into a revenue account within the General Fund (101-2101-556-7402).

The Police Department recognizes that greater effort is needed to pursue uncollected fines. At the time of this report, an estimated annual $1.3 million in unpaid parking violation fines exists. Phoenix Group is the current vendor the Police Department uses to process parking citations; however, the option to pursue delinquent fines was not a service included in the vendor agreement.

The purpose of this agreement is to contract with the Phoenix Group to process parking citations and pursue collection of unpaid fines. The fine collection method includes involving the California Franchise Tax Board to garnish income tax returns for those persons who have been delinquent in paying their parking citation fines.

Additionally, Phoenix Group would also process and undertake the collection process on the unpaid fines for all other City of Oxnard civil citations. At the time of this report, for the last twelve (12) months, there are 592 delinquent civil citations, with a total of nearly $200,000 in outstanding fines.

Phoenix Group has been performing citation processing duties for over 30 years. They provide services to over 240 agencies and public entities in California. Some of the cities currently contracting with Phoenix Group include Arcadia, Del Mar, Irvine and Westminster. Phoenix Group's citation processing works by sending out collection notices to the registered owner's of the vehicles that were issued parking citations. In the notice, the fines are clearly stated and the process of collection through the California Franchise Tax Board if fines are delinquent is explained. After the fines are collected, Phoenix Group deducts a 15% processing fee and sends the net proceeds to the city of Oxnard.

Phoenix Group was selected through a Request for Proposal (RFP) process. There were three vendors who responded to the RFP. A committee was organized to review the proposals on the following criteria: services offered, detail and thoroughness of proposal, cost comparison, customer service, customer satisfaction, compliance with current state laws and regulations. Based on the reviewed criteria, the committee selected Phoenix Group.

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:

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

FINANCIAL IMPACT

The implementation of a process for collecting on unpaid citations will result in an increase in revenue to the General Fund. The estimated annual net revenue increase is $130,000. The budget appropriation will recognize $65,000 in General Fund revenue (101-2101-556.74-02), or half of the annual estimate, based on the timing of the implementation in FY18-19. The amount of revenue will vary from year to year, and is dependent upon the number of citations issued, the number processed for collection, and the success in recovering payment.

Prepared by: Denise Shadinger, Commander

ATTACHMENTS:

Attachment A: Agreement with Phoenix Group Information Services

Phoenix BA $ 65,000

Agreement No. **8463-18-PO**

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: January 22, 2019

(2) Consultant: Phoenix Group Information Services

(3) Services: Parking and Administrative Citation Processing and Collection Services

(4) Schedule of Services: Refer to Exhibits

(5) Agreement Ending Date: January 22, 2022

(6) Total Agreement Amount: Not to exceed $175,000 annually

(7) City's Project Manager Ricardo Vazquez, Sergeant

(8) Consultant's Project Manager: Robert T. Murphy

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:

2677 North Main Street #440

Santa Ana, CA 92705
Attn: Robert T. Murphy, President

FOR CITY:

251 South C Street

Oxnard, CA 93030
Attn: Ricardo Vazquez, Sergeant

(11) Contact Emails:

CONSULTANT'S PROJECT MANAGER:

BOBM@phxgis.com

CITY'S PROJECT MANAGER:

ricardo.vazquez@oxnardpd.org

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
☒ Insurance Exhibit (INS-A)
☒ Schedule of Services Exhibit

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 License.

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

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

APPROVED AS TO FORM:

FOR 12/6/18
Stephen M. Fischer, City Attorney (always required) Date

Phoenix Group

Robert T Murphy 12/6/2018
Robert Murphy, President Date

Claire Murphy 12/6/2018
Claire Murphy, CFO Date

[1] The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCOPE OF SERVICES EXHIBIT

1. Consultant shall provide the following services for the collection of fines, bails and forfeitures on City's behalf:
   a. Reconcile citation count,
   b. Import from any (if any) automated ticket writers,
   c. Determine processing ability of the citations,
   d. Identify and verify registered vehicle owners,
   e. Provide generation and mailing of notices, Monday - Friday, excluding holidays, to vehicle owners. Mailing of notices should not be more than 24 hours after generation and printing,
   f. Placement and removal of registration holds daily, process contested citation applications, coordinate with hearing agency and/or hearing officer, schedule hearing dates, notify violator, reschedule if needed, notification of outcome to violator, and all resources and letters available for viewing by the city on-line real time,
   g. Prepare custom letters are requested by the City
   h. Suspend Review and Hearing requests within 48 hours of receipt to avoid delinquent notices and provide accurate information for the City,
   1. Provide online review option,
   j. Process payments within 48 hours of receipt,
   k. Provide online payment option,
   l. Cancel or modify citations disposed of by court,
   m. Maintain current parking citation system master file,
   n. Provide quarterly operational review sessions as needed,
   o. Provide parking management consulting services within the scope of this Agreement.
   p. Provide for the collection of delinquent parking citations through Franchise Tax Board or collection agency services or both.
   q. Consultant agrees to maintain hard copies of the parking citations for a period of one year after issuance, unless returned to the City. Thereafter, the hard copy will be returned to City. Consultant agrees to have City's parking citations available on system or electronically for not less than a three-year period from date of issuance and provide City retrieval of the parking citations during this period, unless data has been returned to the City.

2. Periodic Reports

   a. Consultant shall submit reports, satisfactory to Manager, either daily or within TEN calendar days after the end of the month detailing activities relating to performance under this Agreement, including but not limited to, the following:

   (1) Monthly revenue collected for the month.
   (2) Monthly parking citations issued for the month.
   (3) Monthly status activity report.
   (4) Monthly payment analysis report
   (5) Daily habitual offender's report.
   (6) Monthly officer performance report.
   (7) Monthly status history report.
   (8) Monthly disposition of all voided or dismissed tickets, by operator,
   (9) Monthly disposition of all citations that have a completed review or hearing disposition.
   (10) Monthly listing of any refunds pending,
   (11) Daily bank deposit of ticket payments.
   (12) Special reports and requested or required by Manager.
   (13) Reports maintained on-line real-time for a period not less than 24 months.
   (14) Ad Hoc reporting availability using the Internet and real-time data.
   (15) Reports of all citations forwarded to the Franchise Tax Board and/or Collection Agency.
   (16) Report of all citations paid through the Franchise Tax Board or Collection Agency.

   b. Consultant shall provide all reports on-line real-time in a PDF format. Reports may be downloaded by the City to a CD, or to a local server for archiving. All reports will be available using Internet Explorer and Adobe Reader.

   c. Deposit confirmations will be an exact copy of the daily deposit ticket; daily habitual reports will be generated before 7:00 a.m. with the most current data (including all payments from the day before).

3. Suspension of Processing

Consultant shall suspend the processing of a citation upon written notice by Manager. City shall provide a written list to Consultant of the individuals authorized to suspend processing of citations, or Consultant shall allow access to the database for immediate updating by the City. Consultant shall return any citations requested by Manager. Consultant shall maintain records indicating the suspension of a citation as a result of Manager's request.

4. Remote Real Time Access to System

Access to the System shall be available using the Internet and Consultant's custom program at no additional charge. Each operator must be set up with a unique log in and appropriate security. System will allow for each function and/or capability to be set up uniquely by Operator. The following functions will include:

FUNCTION	**Provides Remote User with the ability to:** (Security must be established for each operator; each function has an established security level).
1. Cite Summary (View only)	A chronological list of actions by the date completed. This is available for every citation on file.
2. Cite Facsimile (View only)	A screen display of the citation data.
3. Dismiss/ Void	The ability to void or dismiss a citation. The system will keep track of all entries by operator. Reason Codes and note space is also provided.
4. Extensions	The ability to set up an extended due date for the citation. Notes and comments may be saved to detail the extension.
5. Reviews	The ability to set up a review and the disposition of the review. Reason codes and note space is provided. The Letter Correspondence will also "pop-up" for input.
6. Hearings	The ability to set up a hearing and the disposition of the hearing. If a payment has been collected, this function will require that you enter the payment prior to the disposition. Note space is provided. The Letter Correspondence will also "pop-up" for input.
7. **License**	The ability to edit/correct a license plate. Change to the license will automatically send a request to the DMV and generate another notice.
8. Notices	Access to the Notice information as mailed, may view and print.
9. Payments	Access to view all payment data/or the citation.
10. Add Payment	This will give the ability to add a payment on line. The payment 'source' will default to "Paid At Agency". If entering a receipt paid at DMV, the operator would select "Paid at DMV".
11. Registered Owner	Access to add a 'New' name and address to the citation. The prior name and address will remain on file for reference. The new name and address will receive a notice of delinquent parking.
12.Phone Notes	All problem calls are noted in the system. When a phone note has been entered, the system will also alert the operator at the time of a payment to check for a phone note. The system screen will also display a phone "Icon" to let the operator know there has been correspondence. Phone notes may be entered by Phoenix Group and the Agency.
13.Promissory Note	This will allow you to set up a promissory plan, or payment plan. The cite will remain suspended until the reactive date. If the cite is not paid or closed by that date, the cite will automatically reopen. Note space is also provided.
14. Violation	The ability to add a second or third violation to the citation. This will also provide the ability to dismiss or void a violation already on file.
15. Letters	This will provide a listing of all letters mailed to the violator, such as NSF letter, Hearing set up, etc. The letter may be viewed remotely as well as printed.
16. Fees	Add or reduce fees. This feature will allow the customer to add or reduce fees.
17. Notices	Notices will provide the feature to view and print a previously mailed delinquent notice.
18.Search	Provides the ability to search by citation number, license number, name and/or VIN number. Also provides a list of open tickets, and a printable report suitable for the mobile.

5. Toll Free-Customer Support

Consultant will provide to the public a unique toll free (800) telephone number to Oxnard residents or out-of-town visitors, assistance with all questions and information to assist the public. The telephone system will custom-greet the caller; i.e. "Welcome to the City of Oxnard's Citation Information Line". The Consultant will provide bi-lingual (English/Spanish) operators to assist the public during the hours of 8:00 a.m. - 5:00 p.m. The telephone system will provide the option for English and Spanish.

After hours assistance will be supported with an Interactive Voice Response System. This will provide the public with agency specific information 24/7 with the following:

a. Citation inquiry by citation number or license number,
b. Payment information,
c. Payment capability using AMX, Visa, Master Card, and Discover credit cards
   - payment(s) shall immediately update to the database real-time, violator shall receive an automatic email receipt, citation database must be immediately updated with payment amount, date paid, and that payment was made by credit card. NO credit card information will be maintained on the Consultant's server to avoid credit card theft.
d. Location for payments, mailing,
e. Instructions for correctable violations,
f. Review and Hearing instructions and disposition.

6. Preliminary Collection Processing

Follow-up special processing shall be provided by Consultant on all delinquent citations which have been processed in accordance with this Agreement which remain unpaid 90 days after the issue date.

7. Collection and Deposit of Funds

a. Consultant shall collect and deposit all moneys received for the payment of parking and adminstrative citation fines, bails, and forfeitures, in a checking account established in the name of the City of Oxnard with financial institution designated by City Treasurer. Consultant shall only have deposit rights to said account.
b. Consultant will make daily deposits on behalf of the City of Oxnard. Consultant will process payments within 24 hours of receipt. Disbursement of the funds will be made on a monthly basis. The City will receive a monthly statement of account activity which is net of all fees owed to consultant for the prior month. Supporting report will be included with NET Statement check issued to the City for all proceeds.

SCHEDULE OF SERVICES EXHIBIT

Consultant and City agrees that time is of the essence in regard to performance of any of the terms and conditions of this Agreement. Consultant must have all scope of services operational within 30 days of agreement start date.

TIME FOR PERFORMANCE

1. Manually Written Citations (hard copy): All citations shall be entered and on-line within 48 hours of receipt by Consultant.
2. Notice of Delinquent Parking Violation: Delinquent parking violation notices (excluding out-of-state vehicles) will be mailed within 21 calendar days of citation issuance unless otherwise specified by Manager.
3. Citation Payment and Disposition Updating: All citation payments and dispositions will be entered on-line and the information available to City within 48 hours of receipt by Consultant.
4. DMV Registration Holds and Releases: Consultant will notify DMV of all registration holds for the City 14 days from the mailing date of notice, or as directed by Manager. DMV hold releases shall be completed daily.
5. System Reports: Consultant will supply the City with all reports required by the City within 10 days of the closing of each month.
6. Franchise Tax Board Collection Process: Consultant will coordinate complete program set-up and assure that all necessary paperwork required by the State Controller's Office (SCO) is completed within the time deadlines set by the SCO.

Agreement No. **8463-18-PO**

RATES AND COSTS EXHIBIT

(PARKING CITATION PROCESSING)

1. Per Citation Issued	$0.40
2. Automated Citations	$0.30
3. Per Delinquent Notice Mailed	$0.79
4. Payment Processing	No Charge
5. Partial Payment Processing	No Charge
6. Promissory Notes	No Charge
7. Payment Extensions	No Charge
8. Bank Returned Checks	$3.00 Per Check
9. Citation refunds (City shall provide monies in advance for refunds)	$5.00 Per Refund
10. Out of State Citations and Special Collections collected.	30% of the Amount

(Out of State processing includes any costs charged by the state for the registered owner. The percentage is charged only for citations that are collected).

11. Cost per Correspondence for returned payments	No Charge

(These are unidentified payments and/or duplicate payments. Excludes special customer letters referred to in 12 and 13 below).

12. Custom Letter/ Correspondence	$1.25 Per Letter
13. Hearing Letter and Schedule	$1.25 Per Notification of Hearing
14. Letters Misc. (FTB) Intercept Letters	$1.25 Per Letter
15. On-line Contesting	No Charge
16. On-line Access	No Charge
17. AB503	Automated processing, data storage, and support $245 Per Month
18. Additional Reports Not Included in Proposal	No Charge
19. Bonded Courier, deposits made to B of A	No Charge
20. Master Card/Visa/Discover/AMX	No Charge

(There is no charge to the City regardless of the amount of citations paid by credit card. The violator will be charged a convenience fee).

21. Credit Card Charge Back	$15.00
22. One Time Startup Fee	No Charge

23. Hardware/Software Maintenance (monthly)	$36.66 Per Unit
24. WinCite Mobile Software License (one-time charge)	$595.00 Per Unit
25. Software Installation (one-time charge)	$90.00 Per Unit

(Based on the City's commitment to acquire phones separately, the fees listed above will apply to existing and additional units being added at the City's cost and discretion)

26. Participation in the Franchise Tax Board process	15% of collections
a. Cost for obtaining Social Security Number	No Charge

All charges from the FTB or SCO will be borne by the City. All programming costs, communications, and setup will be the responsibility of Phoenix Group.

27. Preliminary Collections (90 days past due)	15% of collections
28. Bank depositor and invoice service	$75.00 monthly

ADMINISTRATIVE CITATIONS

1. Citation Data: All citation data, including the name and address obtained at the site of the violation will be entered into the data system. Phoenix will *provide (pre-numbered) batch cards for tracking and controlling the citations sent to our office.* Any variations will be researched by PHX and the CITY would be notified of any discrepancies.

2. Fine Schedule: The CITY will provide the Fine schedule along with associated late fees and associated due dates.

3. Notice of Violation (Letters): The notice of violation will be generated by PHX and include:

1. Amount due for the violation issued
2. Applicable late fees
3. How to contest the citation

The notice will include the information contained within the citation (i.e., citation number, violation number, violation description and Location) and consequences for non-payment, and/or any additional information required by the code section. The notice of violation is prepared in letter format with a remittance return portion for payment and return envelope. Up to three delinquent notices can be sent, based on the City's guidelines.

The letters provided for this program include but are not limited to:

a. First Notice after Violation; Title: Notice of Administration Violation
b. Second Notice and Warning letter after Violation; Title: Warning Collection Notification-Final Notice

4. Payments: All citation payments will be made to the order of City of Oxnard. The payments will be processed within the current guidelines established between the CITY and PHX Credit Card Payments: The public will be charged a convenience fee of $3.95 or 3.25% whichever is greater for all citation payments made by Visa, Master Card, Discover, or AMEX. No additional costs will be charged to the CITY. Disbursement of the citation revenue is made to the CITY the following month with detailed reporting to reflect and balance to citation activity.

5. Website Set up: A Website for the Administrative citations will be created for obtaining citation information, making payments and contesting instructions. The website will be integrated with the website already in place for the parking citation program. The contesting information will be directed and/or provided by the CITY. The CITY shall be responsible to specify content updates if or when any information on the website changes.

6. Preliminary Collections: Follow-up special processing shall be provided by Consultant on all delinquent citations which have been processed in accordance with this Agreement which remain unpaid 90 days after the issue date.

7. Reporting: Administrative Reporting will be available using Internet Explorer. Access to the data is obtained only with user login and password access. The reports are prepared in Adobe Reader PDF format with the option to export to Excel. The reports will be maintained on our system for a period of at least two years.

Agreement No. **8463-18-PO**

RATES AND COSTS EXHIBIT
(ADMINISTRATIVE CITATION PROCESSING)

1. **One Time Set-Up Fee**; database creation, system set-up of tables, project management, client approval, web-site customization and training	No Charge
2. **Monthly Fee (includes all services listed below)** *Web access *Custom Website payments and contesting: www.paymycite.com *Customized toll-free phone number for payments & Customer service. *Reports *Payment Plan Setups *Online Contesting *Adjudication Services; adjudication holds and scanning, disposition entry *Payment Processing *Credit Card Payments (The credit card convenience fee is charged to the public, $3.95 or 3.25% per transaction) *Customer service	$250.00
3. Phoenix Group has toll free numbers for both technical support and client/customer service support. We have a Help-Desk line so that our clients can reach us immediately and all of their concerns can be addressed.	
4. Phoenix Group has a Live Chat in real time accessible to the Agency through WINCITE.	
5. Cost per citation issued	$1.75
6. Notice of Violation	$0.95
7. Postage - First Class Rates (for all correspondence mailed)	
8. Custom Programming if required (per 4-hour block)	$150
9. Other correspondence letter including disposition letters, hearing schedule letters, and FTB Pre Intercept Notice	$1.00
10. Second Level Hearing Officer costs, per hour (3 hr. minimum)	$70.00
11. Refunds	$5.00
12. Credit Card Chargebacks; if applicable	$15.00
13. Bank Returned Checks; fee only applies if bank account is controlled by Phoenix.	$10.00
14. Monthly Banking Service Fee	$50.00
15. Preliminary Collections	15%
16. Franchise Tax Board Collections	15%
17. Bank depositor and invoice service	$75.00 monthly

INSURANCE EXHIBIT

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2018

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Pacific Agents Alliance Insurance Agency
Kinney & Co.
524 S. Rosemead Blvd
Pasadena CA 91107

CONTACT NAME: Julie Traughber Ins.
PHONE (A/C, No, Ext): 818-203-2209 FAX (A/C, No): 626-799-7051
E-MAIL ADDRESS: julie@julietraughberins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Security Ins. Co.	24082
INSURER B: Twin City Fire Insurance Company	29459
INSURER C: Westchester Surplus Lines Ins. Co.	10172
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

Phoenix Group Information Systems
2677 North Main Street, #440
Santa Ana CA 92705

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	Y	BKS58373560	10/01/2018	10/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			BKS58373560	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	XWS58373560	10/01/2018	10/01/2019	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Crime Coverage			72KB028107018	10/01/2018	10/01/2019	$1,000,000 limit w/$25,000 deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

C. Errors & Omissions Liability - G27942878002 - 01/07/2018 to 01/07/2019 including Cyber/Internet/Technology w/$3,000,000 limit.
It is agreed that the City of Oxnard,Its City Council,Officers,Employees,Agents & Volunteers are Additional Insureds w/regard to General Liability coverages per Form CG2026(04/13)& Form CG2037(07/04)attached. This coverage shall be primary & not contributing to or in excess of any existing City insurance or self-insurance per FormCG2001(04/13)attached. The Workers'Compensation policy includes a waiver of all rights of subrogation which the insurer may have against the City. It is also agreed that Thirty (30) days written notice of Cancellation to the Certificate Holder will be made except for Ten (10) days notice for non-payment of premium. All coverage is subject to the terms and conditions of each policy. (email: cityofoxnard@ebix.com)

CERTIFICATE HOLDER

City of Oxnard, Attention: Insurance Compliance
Reference No. _____
P.O.Box 100085 - OX
Duluth, GA 20096

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julia B. Traughber, CISR

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POLICY NUMBER: BKS58373560

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Oxnard, its City Council, Officers, Employees, Agents and Volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

POLICY NUMBER: BKS58373560

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED — OWNERS, LESSEES OR CONTRACTORS — COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Oxnard, its City Council, Officers, Employees, Agents and Volunteers	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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REQUEST FOR BUDGET APPROPRIATION

Department: POLICE **Date:** December 11, 2018

Project/Program Manager: Jason Benites **Phone:** 805-385-7626

Reason for Appropriation:

Recognize increase in FY18-19 revenue anticipated from implementation of Agreement #8463-18-PO Phoenix Group.

Accounts and Descriptions		**AMOUNT**
Fund: GENERAL FUND (101)		
Revenues/Transfers In		
POLICE - COMMUNITY PATROL (101-2101)		
101-2101-556-7402	PARKING FINES	65,000
	Sub-total Revenues	65,000
	Net Change to Fund Balance	**65,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

Revi

REQUIRES CITY COUNCIL AUTHORIZATION

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 5**

DATE: December 18, 2018

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Second Amendments to Chemical Delivery Agreements for the Water and Wastewater Divisions.

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Second Amendments with JCI Jones Chemicals, Inc. (A-7927) and Univar USA, Inc. (A-7929) for the increased cost per gallon of chemicals used by the Public Works Department's Water and Wastewater Divisions.

BACKGROUND

In September 2016, the City issued a request for bids (RFB) for chemicals used at the Water Campus, Water Blending Station No. 3, the Oxnard Wastewater Treatment Plant (OWTP) and the Advanced Water Purification Facility (AWPF). At the Council meeting of November 15, 2016, the City Council awarded Agreement Numbers A-7927 to JCI Jones Chemicals, Inc. (JCI) and A-7929 to Univar, USA (Univar) for the supply of certain chemicals. These are three-year purchase agreements.

The original agreements allow the vendors to amend product prices upon the City's approval. The First Amendments to both agreements stipulate that any increase of a chemical's price exceeding 15 percent requires Council approval. The new prices are listed below:

JCI

Location	Chemical	Current Price	New Price	% Change
AWPF	Sodium Hydroxide 25%	$0.93	$1.10	18.28
AWPF	Sodium Hypochlorite 12.5%	$0.70	$0.82	17.14

OWTP	Sodium Hydroxide 25%	$1.80	$2.08	15.56
OWTP	Sodium Hypochlorite 12.5%	$0.70	$0.82	17.14
Water	Sodium Hydroxide 25%	$0.93	$1.10	18.28

Univar

Location	Chemical	Current Price	New Price	% Change
AWPF	Citric Acid 50%	$5.01	$5.96	18.96
AWPF	Sodium Bisulfite 38%	$0.87	$1.04	19.54
OWTP	Sodium Bisulfite 25%	$0.87	$1.04	19.54

Though these increases are above 15 percent, they appear to be within the current market pricing based on information obtained from other chemical vendors.

STRATEGIC PRIORITIES

This agenda item is a routine operational item and does not relate to the four strategic plans.

FINANCIAL IMPACT

Based on current spending for AWPF and the Water Division, the unit price increases can be accommodated within the Fiscal Year 2018-19 operating budgets. With regard to wastewater treatment, staff is currently analyzing whether we will need a budget appropriation in the future. While the Wastewater chemical budget was increased by about $94,000 for FY18-19, FY17-18 ended approximately $32,000 over original budget. Based on overall spending and an average price increase overall of 16 percent, it is estimated the Wastewater Division may need an appropriation of $100,000. In addition, the JCI Jones contract will need a third amendment to increase the total spending authority. At the time that amendment is brought back to Council, staff will have determined the fiscal impact and whether additional funds are required. Factors contributing to the fiscal impact other than the rate increases include dosage quantities and future sewage flows into the plant.

Prepared by Burris DeBenning, Management Analyst II

ATTACHMENTS:

Attachment A - JCI Jones A-7927 Second Amendment

Attachment B - JCI Jones A-7927 First Amendment

Attachment C - Trade Services Agreement A-7927 JCI Jones Chemicals

Attachment D - Univar USA A-7929 Second Amendment

Attachment E - Univar USA A-7929 First Amendment

Attachment F - Trade Services Agreement A-7929 Univar USA

Agreement No. A-7927

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20___, by and between the City of Oxnard, a municipal corporation ("City"), and JCI Jones Chemicals, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on November 15, 2016 by City and Vendor. The Agreement previously has been amended on February 13, 2018, by a First Amendment.

City and Vendor agree as follows:

1. The reference to the B-1 Exhibit everywhere it is listed in the Agreement is hereby amended to the B-2 Exhibit. The B-1 Exhibit is hereby disincorporated; instead, the B-2 Exhibit, effective November 15, 2018, is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

Agreement No. A-7927

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] _____ Date

☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ _____, Buyer

ATTEST:

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

APPROVED AS TO FORM:

FOR 10/24/18
Stephen M. Fischer, City Attorney (always required) Date

JCI JONES CHEMICALS, INC.

10/26/18
Colleen DuBose, Sales Coordinator Date

10.26.18
Timothy Ross, Branch Manager Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

Exhibit B-2
Chemical Description and Price

Chemical	Location	Unit Price/Gallon (2018)	**Unit Price/Gallon (2019)**
Sodium Hydroxide 25%	Water	$0.93	**$1.10**
Sodium Hydroxide 25%	Wastewater	$1.80	**$2.08**
Sodium Hydroxide 25%	AWPF	$0.93	**$1.10**
Sodium Hypochlorite 12.5%	Water	$0.83	**$0.95**
Sodium Hypochlorite 12.5%	Wastewater	$0.70	**$0.82**
Sodium Hypochlorite 12.5%	AWPF	$0.70	**$0.82**

The prices per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will decide to continue the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices. The City's Purchasing Officer may authorize an annual increase up to 15 percent for any chemical; any annual increase over 15 percent for any chemical must be authorized, if it is, by the City Council.

Agreement No. A-7927

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of February, 2018 by and between the City of Oxnard, a municipal corporation ("City"), and JCI Jones Chemicals, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on November 15, 2016, by City and Vendor.

City and Vendor hereby agree as follows:

1. Any reference to Exhibit B in the Agreement shall be replaced with a reference to Exhibit B-1, effective on November 15, 2017, unless otherwise amended as allowed by Exhibit B-1.

2. Exhibit B-1, which is attached hereto and incorporated herein by this reference, is hereby incorporated into the Agreement.

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

[Signatures on next page]

COUNCIL APPROVED
2/13/2018 J4

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

CITY OF OXNARD

Tim Flynn, Mayor — Date: 2/13/18

ATTEST:

Michelle Ascencion, City Clerk — Date: 2/14/18

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — Date: 10/16/17

APPROVED AS TO CONTENT:

Omar Castro, Project Manager — Date: 12/21/17

Thien Ng, Project Manager and ~~Interim Public Works Director~~ Assistant Public Works Director — Date: 10-25-17

APPROVED AS TO AMOUNT:

~~Greg Nyhoff, City Manager~~ Scott Whitney, Interim City Manager — Date: 2/13/18

~~Ruth Osuna, Assistant City Manager~~ Jesus Nava, Assistant City Manager — Date:

APPROVED AS TO INSURANCE:

Mike More, Risk Manager — Date: 12/10/17

JCI JONES CHEMICALS, INC.

Colleen DuBose, Sales Coordinator — Date: 10/17/17

Timothy Ross, Branch Manager — Date: 10.19.17

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT REMOVE THIS BOX

APPROVED AS TO CONTENT:

Rosemarie Gaglione, Public Works Director

Exhibit B-1
Chemical Description and Price

Chemical	Location	Unit Price Per Gallon
Sodium Hydroxide 25%	Water	$0.93
Sodium Hydroxide 25%	Wastewater	$1.80
Sodium Hydroxide 25%	AWPF	$0.93
Sodium Hypochlorite 12.5%	Water	$0.83
Sodium Hypochlorite 12.5%	Wastewater	$0.70
Sodium Hypochlorite 12.5%	AWPF	$0.70

The prices per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will decide to continue the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices. The City's Purchasing Officer may authorize an annual increase up to 15 percent for any chemical; any annual increase over 15 percent for any chemical must be authorized, if it is, by the City Council.

Agreement No. A-7927

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES (**"Agreement"**) is entered into in Ventura County, California, this 15th day of November, 2016, by and between the City of Oxnard (**"City"**) and JCI Jones Chemicals, Inc. (**"Vendor"**), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: 1) Supply and delivery of sodium hydroxide to the Water Campus at 251 South Hayes Avenue, Oxnard, CA 93030. Solution should be 25% (NaOH), suitable for potable water treatment (NSF approved). 2) Supply and delivery of sodium hydroxide 25% to the Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. 3) Supply and delivery of sodium hydroxide to the Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, CA 93033. Solution shall be 25% and suitable for water treatment. Sodium hydroxide shall comply with ANSI/AWWA Standard B501-98 or most current standard. 4) Supply and delivery of sodium hypochlorite to the Water Campus at 251 South Hayes Avenue, Oxnard, CA 93030 and to Blending Station No. 3 at 1700 Solar Drive, Oxnard, CA 93030. Solution should be 12.5% by weight (NaOCl) and suitable for potable water treatment (NSF approved). 5) Supply and delivery of sodium hypochlorite to the Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033. Solution should be 12.5 wt% available NaOCl, suitable for water treatment. 6) Supply and delivery of sodium hypochlorite to the Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, CA 93033. Solution should be 12.5wt% available NaOCl, suitable for water treatment.

Vendor shall provide these Services to City in accordance with Exhibit A, which is attached hereto and incorporated herein by this reference ("Services").

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on November 15, 2016, and shall end on November 14, 2019. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed $1,124,547 for the Services performed during the term of this Agreement in accordance with Exhibit B, which is attached hereto and incorporated herein by this reference. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such

COUNCIL APPROVED
11/29/2016
DATE

payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit C**. While this Agreement is in effect, Vendor shall pay such employee no less than $15.14 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-I**, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-I**.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: Colleen Dubose, Office Manager/Sales Coordinator, JCI Jones Chemicals, Inc. – Torrance, 1401 Del Amo Boulevard, Torrance, CA 90501. Any notices to City may be delivered personally or by mail addressed to: Public Works Administration, 305 West Third Street, East Wing, Third Floor, Oxnard, CA 93030.

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

16. 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 or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on the next page]

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

11/29/16

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO CONTENT:

Thien Ng, Project Manager

APPROVED AS TO CONTENT:

FOR OMAR

Omar Castro, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

JCI JONES CHEMICALS, INC.

Colleen DuBose, Sales Coordinator

Timothy Ross, Branch Manager

Exhibit A
Supplier Specifications and General Requirements

1. **Delivery:**
   a. **Timing**: Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
   b. **Delivery vehicles**: Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
   c. **Delivery Driver**: Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
   d. **Posted Speed Limits**: Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
   e. **Delivery Equipment**: Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
   f. **Unloading**: Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
   g. **Chemical Responsibility:** City of Oxnard shall be the delivery terminus. Chemicals shall be the full responsibility of vendor until delivered to City terminus. Vendor shall be responsible for any loss of product prior to delivery to City, including any environmental cleanup resulting from loss.
   h. **Pay Quantity of Bulk Product Delivered**: Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. If any product has been spilled, then the tank trailer will need to be weighed on a certified truck scale at the nearest weigh scale available. Copies of weigh master's certificates shall be provided with delivery.
   i. **Other**: Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
   j. **Deliver To**: 251 South Hayes Avenue, Oxnard, CA; to City of Oxnard Blending Station No. 3, 1700 Solar Drive, Oxnard, CA; to the Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033 and the Advanced Water Purification Plant at 5700 South Perkins Road, Oxnard, CA 93033 as required.

2. **Quantity:**
   Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed.

3. **Invoice**:
   A separate invoice shall be provided for each delivery during contract period.

4. **Specification**:
   Supplier shall bring apparent error or omissions to City's attention.

Exhibit B
Chemical Description and Price

Chemical	Location	Unit Price Per Gallon
Sodium Hydroxide 25%	Water	$0.750
Sodium Hydroxide 25%	Wastewater	$0.750
Sodium Hydroxide 25%	AWPF	$0.750
Sodium Hypochlorite 12.5%	Water	$0.780
Sodium Hypochlorite 12.5%	Wastewater	$0.650
Sodium Hypochlorite 12.5%	AWPF	$0.650

The price per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will continue the contract at the new rates, terminate the contract, or continue the contract at another negotiated rate.

EXHIBIT C

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit C. While this Agreement is in effect, Vendor shall pay such employee no less than $15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016

1. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.14 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

10/16

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

OTHER PROVISIONS

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

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No._____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES. Any** failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Agreement No. A-7929

SECOND AMENDMENT TO TRADE SERVICES AGREEMENT

This Second Amendment ("Second Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 20 19 by and between the City of Oxnard, a municipal corporation ("City"), and Univar USA, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on November 15, 2016 by City and Vendor. The Agreement previously has been amended on July 10, 2018, by a First Amendment.

City and Vendor agree as follows:

1. The reference to the B-1 Exhibit everywhere it is listed in the Agreement is hereby amended to the B-2 Exhibit. The B-1 Exhibit is hereby disincorporated; instead, the B-2 Exhibit, effective November 15, 2018, is attached hereto and incorporated herein by this reference.

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

[Signatures on next page]

Agreement No. A-7929

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

CITY OF OXNARD

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

ATTEST:

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

APPROVED AS TO FORM:

for 10/24/18
Stephen M. Fischer, City Attorney (always required) Date

UNIVAR USA, INC.

10-29-18
☐ Shawnasey McCarthy,[2] Date
Municipal Commercial Manager
☐ Clay Kussler, General Manager

10/31/18
~~Perry T. Kusakabe,~~ Date
~~Corporate Secretary~~
Joe Stanaway,
Vice President

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Exhibit B-2
Chemical Description and Price

Chemical	Location	Unit Price/Gallon (2018)	**Unit Price/Gallon (2019)**
Sodium Bisulfite 25%	Wastewater	$0.87	**$1.04**
Sodium Bisulfite 38%	AWPF	$0.87	**$1.04**
Citric Acid 50%	AWPF	$5.01	**$5.96**
Sulfuric Acid 98%	AWPF	$1.64	**$1.79**

The prices per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will decide to continue the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices. The City's Purchasing Officer may authorize an annual increase up to 15 percent for any chemical; any annual increase over 15 percent for any chemical must be authorized, if it is, by the City Council.

Agreement No. A-7929

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 10th day of July, 2018 by and between the City of Oxnard, a municipal corporation ("City"), and Univar USA, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on November 15, 2016, by City and Vendor.

City and Vendor hereby agree as follows:

1. Any reference to Exhibit B in the Agreement shall be replaced with a reference to Exhibit B-1, effective on November 15, 2017, unless otherwise amended as allowed by Exhibit B-1.

2. Exhibit B-1, which is attached hereto and incorporated herein by this reference, is hereby incorporated into the Agreement.

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

[Signatures on next page]

COUNCIL APPROVED
7/10/2018 2/2
DA

Agreement No. A-7929

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

CITY OF OXNARD

Tim Flynn, Mayor — Date 7/10/18

ATTEST:

Michelle Ascencion, City Clerk — Date 7/10/18

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney — Date 11/7/17

APPROVED AS TO CONTENT:

Omar Castro, Project Manager — Date 11/8/17

Thien Ng, Project Manager and ~~Interim Public Works Director~~ Assistant Public Works Director — Date 11/8/17

APPROVED AS TO AMOUNT:

~~Greg Nyhoff, City Manager~~ Scott Whitney, Interim City Manager — Date 5/8/18

~~Ruth Osuna, Assistant City Manager~~ Jesus Nava, Assistant City Manager — Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager — Date 3/19/18

UNIVAR USA INC.

☐ Shawnasey McCarthy, Municipal Commerical Mgr. — Date 11-3-17
☐ Clay Kussler, General Manager

Perry T. Kusakabe, Corporate Secretary — Date 10/27/2017

The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

PLEASE DO NOT REMOVE THIS BOX

UNIVAR USA INC. CORPORATE SEAL 1986 WASHINGTON

Rosemarie Caglione, Public Works Director — Date 4-12-18

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

Agreement No. A-7929

Exhibit B-1
Chemical Description and Price

Chemical	Location	Unit Price Per Gallon
Sodium Bisulfite 25%	Wastewater	$0.87
Citric Acid 50%	AWPF	$5.01
Sodium Bisulfite 38%	AWPF	$0.87
Sulfuric Acid 98%	AWPF	$1.64

The prices per gallon listed above shall be effective through the term of this Agreement. If the Vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By October 1st, the City will decide to continue the Agreement at the new prices, terminate the Agreement, or continue the Agreement at other negotiated prices. The City's Purchasing Officer may authorize an annual increase up to 15 percent for any chemical; any annual increase over 15 percent for any chemical must be authorized, if it is, by the City Council.

Agreement No. A-7929

AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES (**"Agreement"**) is entered into in Ventura County, California, this 15th day of November, 2016, by and between the City of Oxnard (**"City"**) and Univar USA Inc. (**"Vendor"**), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: 1) Supply and delivery of sodium bisulfite to the wastewater treatment plant at 6001 Perkins Road, Oxnard, CA 93033. Solution shall meet a molecular weight of 104.06, density of g/ml (60° F) – 1.17-1.20, pH of 4.5-5.5, and technical grade of 25% solutions that shall be suitable for water treatment. 2) Supply and delivery of citric acid 50% to the Advanced Water Purification Facility (AWPF) at 5700 South Perkins Road, Oxnard, CA 93033. The citric acid shall be commercial grade, and shall comply with ANSI/AWWA Standard B301-99, or its latest revision or addenda. 3) Supply and delivery of hydrogen peroxide 35% to the AWPF. Solution shall be suitable for water treatment. Product shall be NSF approved for drinking water applications and meet NSF/ANSI Standard 60 Drinking Water Additives – Health Effects. 4) Supply and delivery of sodium bisulfite 38% to the AWPF. Solution shall meet a molecular weight of 104.06, density of g/ml (60° F) - 1.17-1.20, pH of 4.5-5.5, and technical grade solution that shall be suitable for water treatment. 5) Supply and delivery of sulfuric acid 98% to the AWPF. Sulfuric acid shall meet the specifications of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60) Drinking Water Treatment Chemicals – Health Effects.

Vendor shall provide these Services to City in accordance with Exhibit A, which is attached hereto and incorporated herein by this reference ("Services").

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on November 15, 2016, and shall end on November 14, 2019. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Vendor may terminate this Agreement by providing written notice to City at least 120 days prior to the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor an amount not to exceed $836,053 for the Services performed during the term of this Agreement in accordance with Exhibit B, which is attached hereto and incorporated herein by this reference. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and

COUNCIL APPROVED
11/15/2016 N1(D)
DATE

competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit C**. While this Agreement is in effect, Vendor shall pay such employee no less than $15.14 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **"Indemnified Party"**) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor's indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-I**, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-I**.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

12. This Agreement may be amended only by a written document signed by both City and Vendor.

13. Any notices to Vendor may be delivered personally or by mail addressed to: Jennifer Perras, Municipal Specialist, Univar BCS, 8201 South 212th Street, Kent, WA 98032. Any notices to City may be delivered personally or by mail addressed to: Public Works Administration, 305 West Third Street, East Wing, Third Floor, Oxnard, CA 93030.

14. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

16. 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 or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on the next page]

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO CONTENT:

Thien Ng, Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

UNIVAR USA INC.

Brian Rinehart, Regional Vice President

Perry T. Kusakabe, Corporate Secretary

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO CONTENT:

Thien Ng. Project Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

UNIVAR USA INC.

Brian Rinehart, Regional Vice President

Perry T. Kusakabe, Corporate Secretary

UNIVAR USA INC. CORPORATE SEAL 1986 WASHINGTON

Exhibit A
Supplier Specifications and General Requirements

1. **Delivery:**
   a. **Timing**: Product shall be delivered within 48 hours of agency request. All deliveries shall be made Monday through Friday between 8:00 a.m. and 2:00 p.m.
   b. **Delivery vehicles**: Shall be in good condition and operated by Supplier. Truck tractors and tank trailers shall be pneumatic-tired; conform to all applicable State and Federal regulations; and be fully equipped and maintained to safely transport and deliver specified chemical product. Tank trailers shall be specially designed to prevent leakage and resist rupture in the event of a collision, and carry all equipment necessary to respond to an accidental chemical release.
   c. **Delivery Driver**: Shall be trained and experienced in handling specified chemical product, and be specifically trained to stop chemical flow in the event of an emergency. Supplier shall provide evidence of such training and experience upon request.
   d. **Posted Speed Limits**: Shall be observed at all times while driving on agency property. Supplier shall be completely liable for any damage to property or personnel.
   e. **Delivery Equipment**: Shall include an appropriate compression unit and piping to permit safe transfer of the specified chemical product to stationary bulk containers. Hoses, fittings and appurtenant equipment shall be provided by Supplier and be free of leaks.
   f. **Unloading**: Shall be done in a safe manner by Supplier in the presence of a plant operator. Appropriate protective clothing shall be worn, and industry safety practices and procedures followed explicitly at all times.
   g. **Chemical Responsibility:** City of Oxnard shall be the delivery terminus. Chemicals shall be the full responsibility of vendor until delivered to City terminus. Vendor shall be responsible for any loss of product prior to delivery to City, including any environmental cleanup resulting from loss.
   h. **Pay Quantity of Bulk Product Delivered**: Shall be determined by weighing the tank trailer before and after filling at Supplier's plant on a certified truck scale. If any product has been spilled, then the tank trailer will need to be weighed on a certified truck scale at the nearest weigh scale available. Copies of weigh master's certificates shall be provided with delivery.
   i. **Other**: Agency may require Supplier to furnish an affidavit stating product complies fully with this specification, a certified analysis of the product delivered, and/or the preventative maintenance schedule of delivery truck's unloading compressor.
   j. **Deliver To**: Wastewater Treatment Plant at 6001 Perkins Road, Oxnard, CA 93033 or the Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, CA 93033 as required.

2. **Quantity:**
   Exact quantities may vary from the estimates given, and may be increased or decreased to meet agency's requirements. No minimum is guaranteed.

3. **Invoice**:
   A separate invoice shall be provided for each delivery during contract period.

4. **Specification**:
   Supplier shall bring apparent error or omissions to City's attention.

Exhibit B
Chemical Description and Price

Chemical	Location	Unit Price Per Gallon
Sodium Bisulfite 25%	Wastewater	$0.870
Citric Acid 50%	AWPF	$4.600
Hydrogen Peroxide 35%	AWPF	$2.589
Sodium Bisulfite 38%	AWPF	$0.870
Sulfuric Acid 98%	AWPF	$1.490

The current prices shall be effective through 11/14/17. If the vendor wants to amend its prices, it must notify the City in writing by August 1st of each year of the prices effective that following November 15th. By August 1st, the City will either continue the contract at the new rates or will terminate the contract.

EXHIBIT C

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit C. While this Agreement is in effect, Vendor shall pay such employee no less than $15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016

1. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.14 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

Exhibit INS-I

INSURANCE REQUIREMENTS FOR VENDORS (WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

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

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-I.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

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

DESCRIPTION OF OPERATIONS LOCATIONS VEHICLES RESTRICTIONS SPECIAL ITEMS

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

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

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

OTHER PROVISIONS

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: (____) _____

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

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No._____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

NAMED INSURED

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

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

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

COMMERCIAL AUTO POLICY

BUSINESS AUTO POLICY

OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

Name: _____

Address: _____

Telephone: (____) _____

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as.
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard, CA 93030

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 _____

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/01/2016

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667 AH
INSURER B:	Indemnity Insurance Co of North America	43575 AH
INSURER C:	Agri General Insurance Company	42757 AH
INSURER D:	ACE Fire Underwriters Insurance Co.	20702 AH
INSURER E:		
INSURER F:		

INSURED
Univar Inc.
3075 Highland Parkway
Suite 200
Downers Grove IL 60515 USA

COVERAGES **CERTIFICATE NUMBER:** 570062315106 **REVISION NUMBER:**

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			HDOG2785414A SIR applies per policy terms & conditions	06/01/2016	06/01/2017	EACH OCCURRENCE	$3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	$3,000,000
							GENERAL AGGREGATE	$3,000,000
							PRODUCTS - COMP/OP AGG	$3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			ISA H09043822 Commercial Auto	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$5,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WLRC48608504 (AOS) WLRC48608498 (MA)	06/01/2016 06/01/2016	06/01/2017 06/01/2017	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job: Chemical Supply and Delivery, Locations listed on bid, Reference No. UD-R15-13. City of Oxnard, its Council, officers, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policy. The Insured is self-insured for physical damage to their vehicles. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers' Compensation policy. Should General Liability policy be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

CERTIFICATE HOLDER

City of Oxnard
Attn: Risk Manager
Reference No. UD-R15-13
300 West Third St., Suite 302
Oxnard CA 93030 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570062315106

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AGENCY CUSTOMER ID: 570000014538
LOC #:

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	Univar Inc.
POLICY NUMBER: See Certificate Number: 570062315106	
CARRIER: See Certificate Number: 570062315106 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				ISA H09043834 Truckers Liability	06/01/2016	06/01/2017	Combined Single Limi	$5,000,000
	WORKERS COMPENSATION							
A		N/A		WCUC48608462 (CA, OH, OR, WA) SIR applies per policy terms & conditions	06/01/2016	06/01/2017		
D		N/A		SCF8608474 (WI)	06/01/2016	06/01/2017		
C		N/A		WLRC48608486 (TN)	06/01/2016	06/01/2017		

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POLICY NUMBER: WCU C48608462

SPECIFIC EXCESS WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the employer named in Item 1 of the Information Page. The words "we", "us", "our" and the "Company" refer to the company providing this insurance as indicated on the Information Page.

In consideration of the payment of the premium as herein provided, and of their respective agreements as herein set forth, the insurance company named on the Information Page made a part hereof and the party or parties named on the Information Page made a part hereof do hereby agree as follows:

GENERAL SECTION

A. Self-Insurance

Your acceptance of this policy indicates that you are now and will remain until the end of the policy period a duly qualified self-insurer in each state named in Item 3 of the Information Page. You will do whatever is required, including provision of sufficient funds and compliance with any legally required self-insured registration or similar requirements, to maintain your status as a qualified self-insurer with respect to any Loss covered by this policy. If Your Retention or your self-insurer status at any time becomes invalid, suspended, unenforceable or uncollectible for any reason, we will be liable only to the extent we would have been had Your Retention remained in full effect and only to the extent we would be liable if you were a qualified self-insured. The insured named in Item 1 of the Information Page shall give us written notice as soon as practicable of any change in the operating status of any of your self-insurer registrations in any state.

If you begin work after the effective date of this policy in any state not named in Item 3 of the Information Page, or are not a qualified self-insured for such work, this insurance will apply as though that state were named in Item 3 of the Information Page, or as though you were qualified in that state, but only if you notify us in writing within ninety (90) days from the date you begin such work.

B. The Policy

This policy includes at its effective date the Information Page and all the endorsements or schedules listed in Item 8 of the Information Page. The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

C. Who Is Insured

You are insured if:

1. you are an employer named in Item 1 of the Information Page;
2. the employer named in Item 1 of the Information Page is a partnership or joint venture, and you are a partner in that partnership or a member of that joint venture, but you are an insured only in your capacity as an employer of employees in the partnership or joint venture;
3. you are a subsidiary, a division or an affiliated company now existing or as may hereafter be constituted, of an employer named in Item 1 of the Information Page, provided at least a 51% majority interest is owned or controlled by an employer named in Item 1 of the Information Page; or
4. you are a business entity over which an employer named in Item 1 of the Information Page has day-to-day management control.

D. Workers Compensation Law

Workers compensation law means the:

1. Workers compensation law and occupational disease law of each state or territory named in Item 3 of the Information Page;
2. Workers compensation law of a state not listed in Item 3 of the Information Page provided:

G. Omnibus Reconciliation Act - Government Access Clause

We will make available this policy and all documents needed to confirm the premium paid by you if the Secretary of Health and Human Services or the Comptroller General of the United States find that the policy is a contractor described in Section 1861 of the Social Security Act, 42 USC Section 1395, or any amendment to it, and they or you ask for our documents.

If the Secretary of Health and Human Services or the Comptroller General asks for access to our documents, we will immediately notify you and make these documents available to you, unless prohibited by law.

The right to access will be determined by the above statute, or any amendment to it, or any rules or regulations established under it.

H. Other Insurance

If the Insured carries other valid insurance, reinsurance or indemnity with any other insurer covering a loss covered by this policy (other than insurance that is purchased to apply in excess of the sum of Your Retention and the Limit of Indemnity hereunder), we shall not be liable for a greater proportion of such loss than the applicable Limit of Indemnity of all valid and collectible insurance, reinsurance or indemnity against such loss.

If the Insured carries other insurance with us covering a loss within the limit covered by this policy, the insured must elect which policy shall apply and we shall be liable under the policy so elected and shall not be liable under any other policy.

I. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount, shall be apportioned as follows:

1. if there is insurance coverage in excess of Our Limit of Indemnity, that Insurer shall first be reimbursed to the extent of its actual payment;
2. we shall then be reimbursed to the extent of our actual payment and then we will pay the balance, if any, to you.

The expenses of all proceedings necessary to the recovery of any such amount shall be apportioned between you and us in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on our initiative, the expenses thereof shall be borne by us.

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss.

J. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to give or receive notice of cancellation, accept indemnity, receive return premium or request changes in this policy.

K. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

L. Unintentional Errors and Omissions

Your failure or omission to disclose all hazards existing as of the inception date of the policy shall not prejudice you with respect to the coverage afforded by this policy provided such failure or omission is not intentional and you did not know about such hazards prior to the commencement of the policy period.

@ACE USA, 2006

M. Loss Payments

We shall pay any Loss for which we may be liable under this policy in the following manner:

1. As respects Part One - Workers Compensation Insurance, payment shall first be made by you in accordance with the provisions of the workers compensation law, and we shall reimburse you for such Loss periodically, at intervals of not less than three months, upon receipt from you of proper proofs of payment.

2. As respects Part Two – Employers' Liability Insurance, if damages are paid by you, we shall make payment to you within thirty (30) days after we receive proper proofs of your payment of Loss covered under Part Two-Employers' Liability

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its President and Secretary, and, where required by law, its Information Page to be countersigned by one of its duly authorized representatives.

JOHN J. LUPICA, President

CARMINE A. GIGANTI, Secretary

@ACE USA, 2006

ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured			Endorsement Number
Univar Inc.			1
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G2785414A	06/01/2016 to 06/01/2017	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

The following is added to Section II.2 – Who Is An Insured:

e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

1) Is in effect during this policy period; and
2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
3) Qualifies as an "insured contract" as defined in this policy.

Any such person or organization is an additional insured only for "bodily injury" and "property damage" resulting from:

a. "your work" that you do for that additional insured pursuant to such contract; or
b. "your product" distributed or sold to that additional insured pursuant to such contract; and

such person is only an additional insured for "occurrences" taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

i) The insurance afforded to such additional insured only applies to the extent permitted by law; and

ii) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Representative

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ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT

Named Insured Univar Inc.			Endorsement Number 1
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 to 06/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

The following is added to Section II.2 – Who Is An Insured:

e. Any person or organization that you are required to include as an additional insured under this policy because of a written contract that:

1) Is in effect during this policy period; and
2) Was executed prior to the "occurrence" of the "bodily injury" or "property damage"; and
3) Qualifies as an "insured contract" as defined in this policy.

Any such person or organization is an additional insured only for "bodily injury" and "property damage" resulting from:

a. "your work" that you do for that additional insured pursuant to such contract; or
b. "your product" distributed or sold to that additional insured pursuant to such contract; and

such person is only an additional insured for "occurrences" taking place during the period of time required by such contract or until the end of the policy period, whichever is sooner.

However:

i) The insurance afforded to such additional insured only applies to the extent permitted by law; and

ii) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract:

x. The insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract; and
y. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.

Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless the written contract specifically requires that this insurance apply on a primary or non-contributory basis.

In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Authorized Representative

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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured Univar Inc.			Endorsement Number 103
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 TO 06/01/2017	Effective Date of Endorsement 06/01/2016
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

GENERAL ENDORSEMENT

Named Insured			Endorsement Number
Univar Inc.			102
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G2785414A	06/01/2016 to 06/01/2017	06/01/2016
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is agreed effective 06/01/2016 that the following endorsement is added to the policy:

Endorsement #103, ALL-32687 (05/11), Notice To Others Endorsement - Schedule

Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured			Endorsement Number
Univar Inc.			2
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G2785414A	06/01/2016 to 06/01/2017	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Authorized Agent

SIGNATURES

Named Insured Univar Inc.			Endorsement Number 7
Policy Symbol HDO	Policy Number G2785414A	Policy Period 06/01/2016 TO 06/01/2017	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (A stock company)
BANKERS STANDARD FIRE AND MARINE COMPANY (A stock company)
BANKERS STANDARD INSURANCE COMPANY (A stock company)
ACE AMERICAN INSURANCE COMPANY (A stock company)
ACE PROPERTY AND CASUALTY INSURANCE COMPANY (A stock company)
INSURANCE COMPANY OF NORTH AMERICA (A stock company)
PACIFIC EMPLOYERS INSURANCE COMPANY (A stock company)
ACE FIRE UNDERWRITERS INSURANCE COMPANY (A stock company)
WESTCHESTER FIRE INSURANCE COMPANY (A stock company)

436 Walnut Street, P.O. Box 1000, Philadelphia, Pennsylvania 19106-3703

Rebecca L Collins
REBECCA L. COLLINS, Secretary

JOHN J. LUPICA, President

Authorized Representative

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
Univar Inc.			2
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H09043834	06/01/2016 to 06/01/2017	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

_____
Authorized Representative

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 1**

DATE: December 18, 2018

TO: City Council

FROM: Ashley Golden
Development Services Director

SUBJECT: Planning & Zoning No. 18-600-01 - Pre-Application Review of the East Village Development Project (Known as the Maulhardt Development Project), Located on the Northeast Corner of Rose Avenue and Camino Del Sol. Filed by Rob Talmadage of Jensen Design and Survey on Behalf of the Maulhardt RF-JW. Trust. (15/20/15)

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

RECOMMENDATION:

That the City Council review and provide preliminary comments on a pre-application to master plan and develop 107 acres (e.g.., East Village Development Project) with residential, open space (including parks and detention areas), a high school with a joint use agreement, and commercial area.

BACKGROUND

The pre-application process allows City Council members an opportunity to make individual comments concerning a future development project. The Council's preliminary comments may be helpful for the applicant to refine the proposal or to determine whether entitlement should be pursued for the proposal. Comments provided by the City Council on a pre-application do not constitute a decision or endorsement of the proposal. In accordance with State Law, no formal direction or decision making will take place until such time as a formal application has been filed and has undergone appropriate environmental review and evaluation for consistency with adopted City plans and policies and public notice has been provided. Input provided by the City Council will help inform the applicant's decision to proceed through the entitlement process.

EXISTING LAND USES & ENTITLEMENTS

The 107-acre project site is currently being farmed and comprised of row crops, trees, and errant landscaping. An existing occupied residence is located on the southerly portion of the project site and there are also several outbuildings. Infrastructure and utilities are located in vicinity of the project site, but none are significantly provided on the project site (see Attachment A - Aerial Photo of Subject Property). The subject area has been historically referred to as the Maulhardt Property (in reference to the land owners) or East Village, Phase III (herein "East Village"). The subject area is the third phase and final buildout of the Northeast Community Specific Plan (the "NECSP") - hence reference to Phase III.

The 107-acre area was annexed into the City in 2013 via Planning & Zoning Permit No. 10-610-01 (Annexation) and is located within the NECSP, adopted in 1993. Pre-zoning of the property was also approved in 2013 via PZ No. 10-560-01 to align the zoning with the underlying land use designations in the NECSP. An Environmental Impact Report (EIR No. 11-01) was certified for the 2013 Annexation project. The EIR identified two project-level impacts (aesthetic impact and loss of prime agricultural land) and five cumulative significant and unavoidable impacts (agricultural resources, air quality, noise, traffic, and greenhouse gasses). The EIR also established mitigations for impacts to other environmental topics which were identified as potentially impacted by the buildout of the property.

The NECSP land use designations on the property were approved as part of the specific plan in 1993. The NECSP anticipates development of 403 single-family units at a density of 4.5 units per acre, a six-acre neighborhood commercial shopping center and associated streets and linear parks on the subject property. These designations were not modified as part of the 2013 annexation. The following table summarizes the land uses and zoning designation of the site and adjacent properties:

LOCATION	GENERAL PLAN DESIGNATION	ZONING and SPECIFIC PLAN DESIGNATIONS	EXISTING LAND USE
Project Site	Urban Village - East Village Phase III (Park/30-acres, Residential Low-Medium and Commercial General)	**Zoning:** Single-Family Residential-Planned Development (R-1-PD), Neighborhood Shopping Center (C-1), and Community Reserve (C-R) **Specific Plan:** Low Density Residential and Neighborhood Commercial	Farm and Residence
North	Residential Low-Medium	**Zoning:** Multiple-Family-Planned Development **Specific Plan:** Mixed Use Area: Low-Medium Density Residential, Office/Public/Semi-Public	Single-Family Residential
South	Residential Medium-High and Commercial Neighborhood	**Zoning:** General Commercial-Planned Development (C-2-PD) and High Rise Residential-Planned Development (R-4-PD)	Shopping Center and Multi-Family Housing
East	Park and Residential Low	**Zoning:** Single-Family Residential - Planned Development (R-1-PD) and Community Reserve (C-R) **Specific Plan:** Elementary	Single-Family Residential and East Village Park

		School/Park and Low Density Residential	
West	Residential Low	**Zoning:** Multiple Family Residential-Planned Development (R-2-PD) **Specific Plan:** Low Density Residential	Single-Family Residential

The 2030 General Plan and East Village

Along with five other geographic areas in the City, the 2030 General Plan designates the subject site with an Urban Village overlay. This designation was applied to the subject property when the 2030 General Plan was adopted, prior to the 2013 annexation. Urban Villages are envisioned to be developed with moderate to high-density residential units, as well as land uses which are intended to be complementary and include a variety and mix of uses. Urban Villages are also characterized by mixed-use development, promoting a unique sense-of-place as well as development features, integrated development, and pedestrian-oriented design.

According to the General Plan, a Specific Plan is required to master plan the subject area along with a land plan and design principals promoting a specific vision or "Urban Village." The General Plan also stipulates (page 3-28):

> "The 107-acre area is the largest undeveloped area within the City limits and represents an opportunity to provide remaining public uses needed for the Northeast Community along with an urban village. This area is within the NECSP which could be amended instead of creating a new specific plan."

The 2030 General Plan established a number of goals and policies that provided guidance for growth and development within the City (Attachment B - Relevant General Plan Urban Village Goals and Policies). Goal CD-7: Urban Villages, has 13 implementing policies that address a wide range of infrastructure and design requirements. Policy CD-7.1, established the East Village Urban Village designation on the subject property. According to the 2030 General Plan policies, Urban Villages are envisioned as characterized by (page 3-27):

1. Infill and/or development of formerly agricultural land;
2. Reinvestment in the existing community;
3. Mixture of land uses;
4. Mix of residential densities and housing types;
5. Providing a minimum of 15 percent of affordable housing;
6. Location along or near corridors, downtown, and transit nodes; and
7. Transit, pedestrian, and bicycle circulation given high priority

In addition to the Urban Village designation, the 2030 General Plan land use map of the subject property anticipates a 30-acre park at the northerly portion of the lot, residential development between 7 to 12 units per acre (approximately 460 to 790 units), linear parks, and general commercial development. The 2030 General Plan also describes the East Village Urban Village as "primarily residential with neighborhood services, including public uses still needed for the NECSP (parks, schools, etc.)" (see Attachment B). During the 2013 annexation hearing for the

subject site, staff indicated that future development would require a specific plan amendment to incorporate the land use designations of the 2030 General Plan or possibly both a general plan and specific plan amendment, depending on the proposed development.

PRE-APPLICATION PROPOSAL

The project proposes to divide the property into three planning areas for future development. The Applicant has provided a conceptual site plan (Attachment C) and detailed project description (Attachment D). A summary of each planning area is provided below:

PLANNING AREA	ACREAGE	PROPOSED DEVELOPMENT
1	44.06	450 residential units (62 detached single-family and 388 attached/multi-family), 7 parks (total 1.5 acres) ranging between .1 and .43-acres, two open drainage basins (4.1 acres), roadways and associated improvements
2	48.24	A 2,300 student high school campus and associated sports and recreation facilities (14.2 acres proposed for City joint use)
3	10.9	21,300 square feet of neighborhood commercial/retail and 140 apartments
Total Numbers	107 (gross)	590 residential units, 4.1 acres of open drainage basins, 14.2 acres proposed for joint use parks space, 1.5 acres proposed for neighborhood parks, 2,300 student high school, and 21,300 square-foot neighborhood commercial shopping center, plus associated streets, sidewalks, etc.

Entitlements required for the subject development to proceed including, at a minimum and depending upon Council input, filing of a General Plan Amendment, Specific Plan or Specific Plan Amendment, Zone Change, Tentative Subdivision Map, and discretionary development entitlement permit. Environmental analysis pursuant to the California Environmental Quality Act will also be required. Also, the proposal includes, within Planning Area 2, 14.2 acres to be jointly used by the City and the Oxnard Union High School District (OUHSD). The proposed joint use facilities include parking areas, six tennis courts and a softball, baseball, and soccer fields. If the proposed request for joint use is pursued by the Applicant, a Joint Use Agreement, subject to City Council approval will also be required.

ITEMS FOR CONSIDERATION

The Planning Division has reviewed the pre-application request and consulted with relevant City departments. A summary of issues for consideration with this pre-application follows.

<u>2030 General Plan Consistency</u>

- The 2030 General Plan land use designation on the northerly portion of the project site identified the construction of a 30-acre park. The pre-application identifies 1.5 acres of neighborhood parks space and 14.2 acres for joint use (see related comments below in the "Parks and Joint Use Agreement" section)

- The project site plan does not provide sufficient multi-modal circulation connections as required by 2030 General Plan Policy CD-7.4 through 7.6. Better access and connections across the project, through planning areas, and linkages between amenities is necessary. The school site and proposed joint use facilities are gated and significantly limit interior circulation between Planning Areas 1 and 3.
- A 30-foot landscaped buffer is required along designated scenic corridors, including the Rose Avenue and Camino Del Sol frontages (2030 General Plan Policy CD-9.4). If a formal application is submitted it will be required to provide for this 30-foot landscaped buffer.
- The project will be required to comply with the NECSP or propose an amendment to this document.
- A minimum of 15% affordable housing is required (2030 General Plan Policy CD-7.4), which the applicant does intend to provide.

Environmental Considerations

- An Environmental Impact Report (EIR) will be required for processing of this development project. The project proposes higher intensities of development beyond the scope previously anticipated by EIR No. 11-01. Furthermore, the City thresholds for environmental impacts were comprehensively updated in 2017 and the proposed high school, in particular, presents unique impacts.
- Impacts to water, sewer, traffic, as well as Police and Fire service will need to be fully identified, evaluated, and mitigated.
- An appraisal of existing mature windrow trees along Rose Avenue will be required and plantings upgraded accordingly.
- Impacts to potential cultural resources/historic structures will need to be evaluated. Revisions to the project may be required if existing development is determined to be historically significant.

Parks and Joint Use Agreement

- The applicant is proposing a joint use agreement whereby the City is permitted to utilize parking areas, six tennis courts and softball, baseball, and soccer fields. At this point in the pre-application, the school district simply provided preliminary draft terms for the joint-use agreement. Staff's initial review revealed concerns regarding: the initial and long-term costs associated with the agreement, potential maintenance and rental costs associated with use of space, and a limited ability for the public to utilize the facilities in a manner that is consistent with traditional City park and recreational space. At this point, it is not clear if the amenities proposed to be shared with the City will be shared in an unrestricted manner.
- The need for recreational facilities throughout the city are currently being evaluated as part of an update to the City's Park and Recreation Master Plan (RMP). As part of that master plans staff will get a better sense if the amenities that the school district has identified to be shared meet an established City or community recreation need. Also, the RMP will evaluate overall park need by neighborhood and will assist in informing decision-makers if 30 acres of new parks acreage is warranted.
- The small "parks" identified within Planning Area 1 are not functional. A formal application will need to consolidate the park space so that it is more useable. An initial suggestion would

be to place recreational space adjacent to the existing East Village Park, immediately to the east of the project site.

- The City determines park acreage based upon an ordinance and the regulation/requirements are termed "Quimby Ordinance". The project intends to provide the required park space for the residential acreage of the development based on the Quimby formula specified in the ordinance. A preliminary estimate of land area to be dedicated as park acreage or paid in-lieu is approximately 4.8 acres based on the number and type of residential units which have been conceptually proposed. The project does not intend to provide the 30-acre park outlined in the 2030 General Plan.
- The applicant has designated a total of 1.5 acres of neighborhood park space comprised of seven small portions of property within Planning Area 1.

Finance

- Due to the nature of the public improvements, phasing, and requested funding of joint use facilities, the project may warrant a development agreement between the City of Oxnard, OUHSD, and private developer.
- To fund and maintain landscaping, street lights, and common amenities, long-term funding mechanisms, such as a Community Facilities District, may be necessary.

Public Infrastructure

Project specific infrastructure studies have not been submitted, but will be required as part of a formal application.

- The project will be required to upgrade all sewer, water, and storm drain systems to ensure that all infrastructure has been designed to meet City capacity standards in compliance with all City Codes. Downstream sewer upgrades will be required.
- The project will be required to transfer all on-site water allocation credits and comply with the City's water neutrality policy. The project will be required to evaluate total water supply and projected need and ensure sufficient water is available to meet projected demand.

Public Safety

- As part of the project and CEQA review impacts to public safety services will need to reviewed and appropriate mitigations put in place.

Traffic and Circulation

- Project specific traffic studies have not been submitted, but will be required as part of a formal application.
- Rose Avenue and Camino Del Sol frontages are not designed in accordance with the NECSP (Figure 4-15). Additional right of way will be required which will result in changes to the site plan. Roadway widening along Rose Ave is anticipated along with the previously certified EIR identified intersection improvements.
- The orientation of the school parking lot and drop-off area will result in significant traffic impacts to Camino Del Sol. A public street running north/south along the easterly edge of the school parking lot, between Camino Del Sol and Jacinto should be provided in order to improve interior circulation and relieve morning and afternoon traffic congestion.

- The project will be required to be designed in accordance with the Bicycle and Pedestrian Facilities Master Plan.

STRATEGIC PRIORITIES

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

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

Economic Development
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 goal:

> Goal 2. Enhance business development throughout the City.

Infrastructure and Natural Resources
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:

> Goal 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.
> Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

FINANCIAL IMPACT

No fiscal impacts are associated with review of this Pre-Application.

Prepared by Douglas Spondello, Principal Planner and
Kathleen Mallory, Planning & Environmental Services Manager

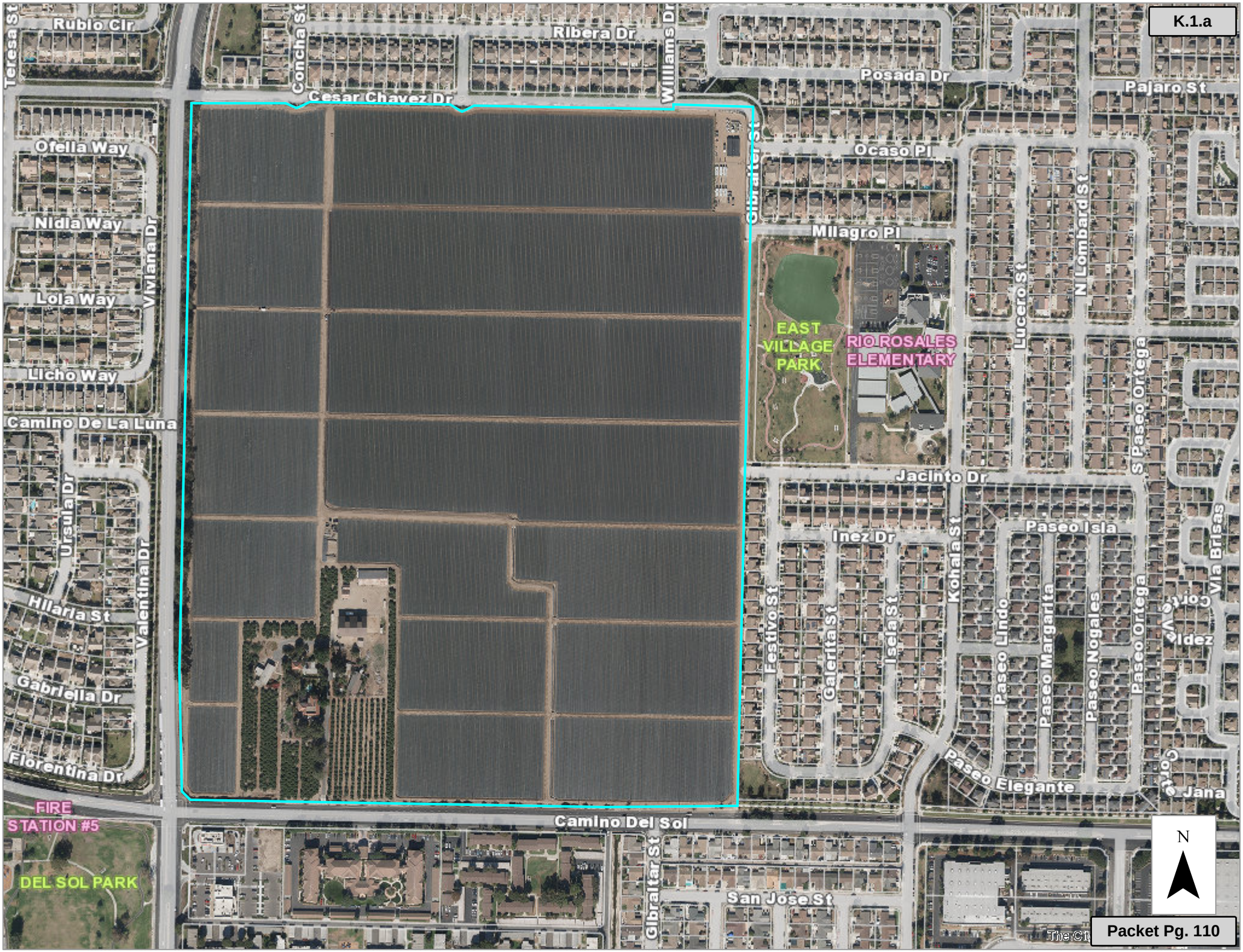
ATTACHMENTS:

Attachment A: Aerial Photo of Subject Property

Attachment B: Relevant General Plan Urban Village Goals and Policies

Attachment C: Conceptual Site Plan

Attachment D: Pre-Application Project Description


Teresa St
Rubio Cir
Concha St
Ribera Dr
Williams Dr
Posada Dr
Pajaro St
Cesar Chavez Dr
Ofella Way
Ocaso Pl
Nidia Way
Viviana Dr
Milagro Pl
Lola Way
Licho Way
EAST VILLAGE PARK
RIO ROSALES ELEMENTARY
Lucero St
N Lombard St
S Paseo Ortega
Camino De La Luna
Jacinto Dr
Ursula Dr
Inez Dr
Paseo Isla
Kohala St
Valentina Dr
Hilaria St
Festivo St
Galerita St
Isela St
Paseo Lindo
Paseo Margarita
Paseo Nogales
Paseo Ortega
Via Brisas
Gabriella Dr
Paseo Elegante
Jana
Florentina Dr
FIRE STATION #5
Camino Del Sol
DEL SOL PARK
Gibraltar St
San Jose St
N

3

COMMUNITY DEVELOPMENT

Urban Villages

Goal CD-7	Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.

CD-7.1 Establishment of Urban Villages

Six areas of the City are initially designated as Urban Villages. A specific plan for each area shall be prepared in advance of implementing an Urban Village in a specific authorized location. Additional Urban Villages and guidelines may be subsequently adopted by the City Council. Urban Villages shall be characterized by:

- Infill and/or development of formerly agricultural land
- Reinvestment in the existing community
- Mixture of land uses
- Mix of residential densities and housing types
- Providing a minimum of 15 percent affordable housing
- Location along or near corridors, downtown, and transit nodes
- Transit, pedestrian, and bicycle circulation given high priority

1. Channel Islands Harbor Marina Village

- **Location.** South of Channel Islands Boulevard along Victoria Avenue.
- **Land Use.** Visitor serving commercial and medium/high density mixed use residential.
- **Overview.** Building on the area's existing assets, this urban village is intended as a "seaside" village capitalizing on the harbor assets, including the visitor serving uses such as restaurants, retail and other activities centered on the harbor.

2. Downtown East Transit Oriented District (DETOD)

- **Location.** Area bounded by the Oxnard Transit Center, Oxnard Boulevard, Fifth Street, Wooley Road and Richmond Avenue.
- **Land Use.** Transit-oriented medium to high density residential; Central Business District uses; offices; open space; possible school.
- **Overview.** Planned in cooperation with property owners and businesses and if found feasible by expert review, the DETOD could evolve into an expansion of the CBD to take advantage of the transportation opportunities provided by its proximity to the Oxnard Transit Center, meeting SCAG objectives for the development of transit-oriented development, and phase out older industrial uses that would then reduce truck traffic in and near the CBD. Residential development will be encouraged at sufficient densities to provide feasibility for transit services and private redevelopment. Both horizontal and vertical mixed use development is encouraged. Existing affordable housing and designated historic structures would remain with possible adaptive reuse. The existing mobile home park could possibly be relocated and/or closed with appropriate compensation and relocation for all residents. Until and unless the DETOD is found to be financially feasible and the City Council adopts a DETOD strategic or specific plan, existing uses are considered conforming uses, current zoning would remain, and uses may expand and reinvest. A Meta District Plan may be adopted within the DETOD that would be incorporated into a subsequent DETOD specific plan.

3. Southeast Entry Village

- **Location.** Area bounded by Rice Avenue/Pleasant Valley Road, Etting Road, Dodge Road.

- **Land Use.** Low and medium density residential; industrial; general commercial.
- **Overview.** This area is intended to be a mixed use urban village offering predominantly medium density residential opportunities with neighborhood commercial and other supporting uses. As a gateway entrance to the City, this urban village has a unique opportunity to define not only its own identity, but the City as a whole. As a gateway, consideration should be given to ensuring distinctive design features, especially along Highway 1, are incorporated into the overall design theme.

4. Teal Club Specific Plan

- **Location.** Teal Club Road, Patterson Road, Doris Avenue, and Ventura Road.
- **Land Use.** Transit oriented residential with supporting mixed use, schools, parks, and neighborhood commercial services.
- **Overview.** The intent of this urban village is to encourage neo-traditional town planning compatible with surrounding uses and the Oxnard Airport with a focus on sustainability by using green building and planning principles, provision of adequate public and semi-public uses, transit-oriented development, and an identity-creating entry component facing Ventura Road. A central focus of this development will be in the provision of balanced community with jobs, school, recreation, shopping, and affordable and market-rate housing.

5. East Village Phase III

- **Location.** Northeast Corner of Camino Del Sol and Rose Avenue.
- **Land Use.** Primarily residential with neighborhood services, including public uses still needed for the Northeast Community (parks, schools, etc.).
- **Overview.** The 107-acre unincorporated "island" is the last large undeveloped area within the City limits and represents an opportunity to provide remaining public uses needed for the Northeast Community along with an urban village. This area is within the Northeast Community Specific Plan (NECSP) which could be amended instead of creating a new specific plan. For purposes of annexation, the NECSP land use designations for this area as of July 2011 are deemed consistent with this 2030 General Plan.

6. North Oxnard Transit Enhancement District (NOTED)

- **Location.** North of the Oxnard Blvd./Vineyard Avenue intersection generally between Ventura Road and Vineyard Avenue including the Esplanade shopping center, The Village Specific Plan, and the Riverpark Specific Plan.
- **Land Use.** Mixed uses.
- **Overview.** The NOTED area is designated a "Catalyst" project by the California Department of Housing and Community

Development as an example of desirable mixing of land uses and activities combined with transit that in total reduce the volume of local vehicular travel and, as a result, GHG emissions. The former Levitz site and selected commercial sites along Esplanade Drive are also an opportunity for a mixed use project that connects over the UPRR and better integrates the Riverpark, Wagon Wheel (The Village), and Esplanade developments. Riverpark and the Village specific plans were adopted prior to the adoption of the 2030 General Plan and include the required characteristics for Urban Village identified in Policy CD-7.1. Future development within the Levitz and Esplanade NOTED areas shall be developed with consideration of the relevant Urban Village characteristics as identified in Policy CD-7.1.

CD-7.2 Urban Village Compatibility Guidelines

Develop Urban Village Guidelines than ensure that each urban village area provides appropriate transitional features with the surrounding area, and that each urban village incorporates uses compatible with existing uses.

CD-7.3 Financing Tools for Urban Village Development

Work closely with other public agencies to develop and utilize financing tools and incentives to develop urban village areas.

CD-7.4 Urban Village Design Guidelines

Develop Urban Village Design Guidelines that incorporate the following features, where appropriate:

- Provide a variety of transportation choices and an interconnected multi-modal mobility network.
- Offer a variety housing choices and opportunities, including at least 15 percent affordable housing.
- Encourage compact development in order to free up more private and civic open space.
- Preserve open space, historic, cultural, and natural assets.
- Use green and sustainable building and planning technologies.
- Incorporate methods of measuring vehicle trips as part of the metrics required for a Sustainable Community Strategy (SB 375).

CIRCULATION

CD-7.5 Pedestrian and Transit Scale

Design urban village areas to be pedestrian-oriented and transit accessible, incorporating block patterns, walking routes and edges, social orientation of buildings, and streetscapes to provide ease of walking and safety.

CD-7.6 Connectivity

Provide connectivity to other activity nodes in the form of roadways, transit connections, and bicycle and pedestrian linkages that encourages non-

vehicular travel modes. Urban villages should be considered major transit transfer points and have amenities oriented towards transit users.

CD-7.7 Urban Village Streetscapes and Identification

Include streetscape and signage programs in roadway improvements that provide each area a unique identification and enhance the functionality and beauty of entry corridors. Ensure that planned roadway improvements do not conflict with other policies that encourage pedestrian activities and circulation.

CD-7.8 Road Design

Reflect the residential and commercial activities of the urban village area by using appropriate roadway widths for road and streetscape design.

INFRASTRUCTURE

CD-7.9 Infrastructure Compatibility

Ensure new development within each urban village complies with the City's adopted infrastructure master plans and provides fair share contributions towards existing and future improvements necessary to serve the development.

CD-7.10 Urban Village Infrastructure Master Plans

Require an Urban Village Infrastructure Master Plan as part of any urban village specific plan. This plan shall provide the detailed plan for infrastructure improvements, phasing and financing.

PUBLIC FACILITIES

CD-7.11 Urban Village Open Space Areas/Parks

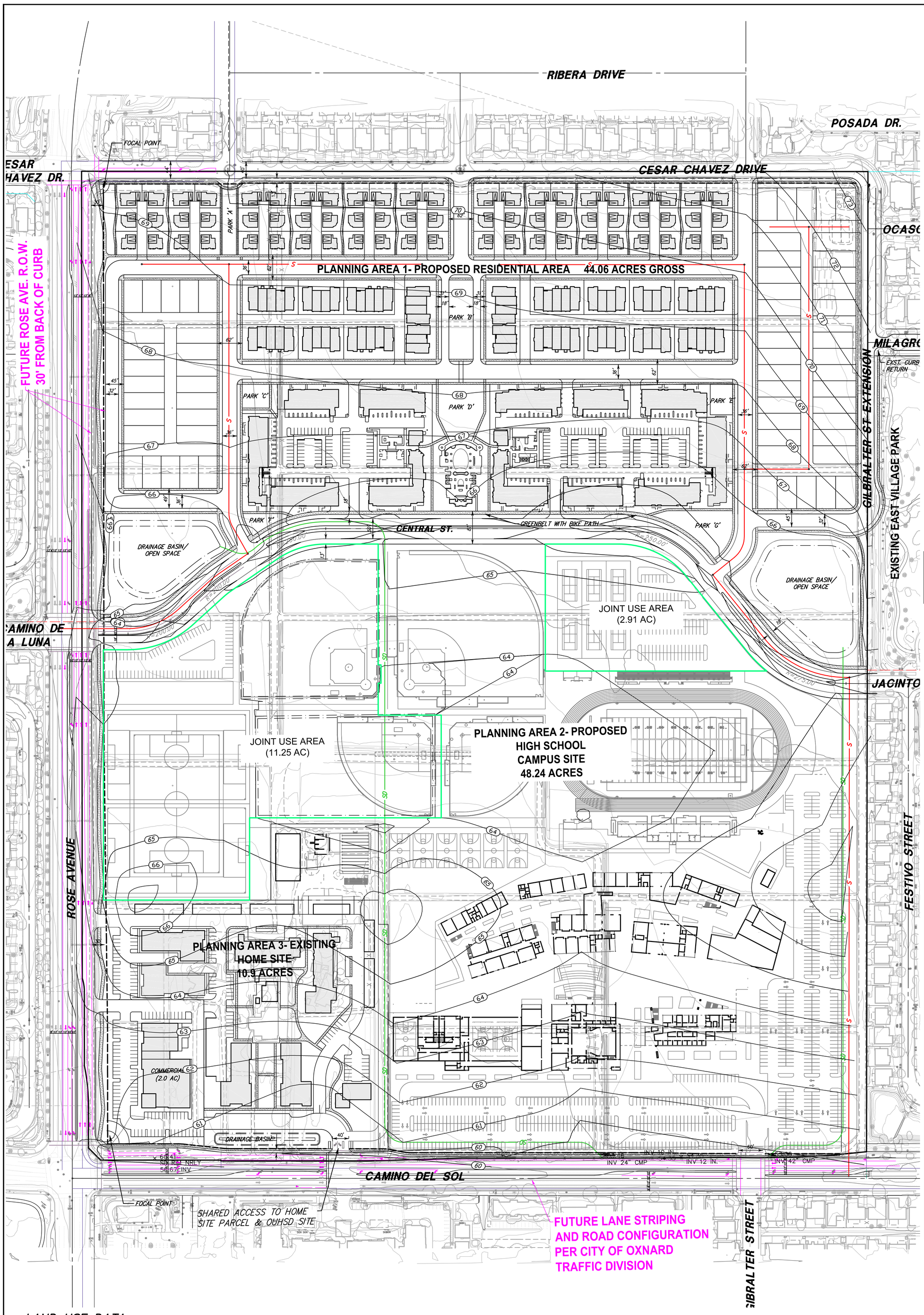
Park sizes and locations shall follow City standards and be within walking distance of a majority of the population.

CD-7.12 Urban Village Collocation with Schools

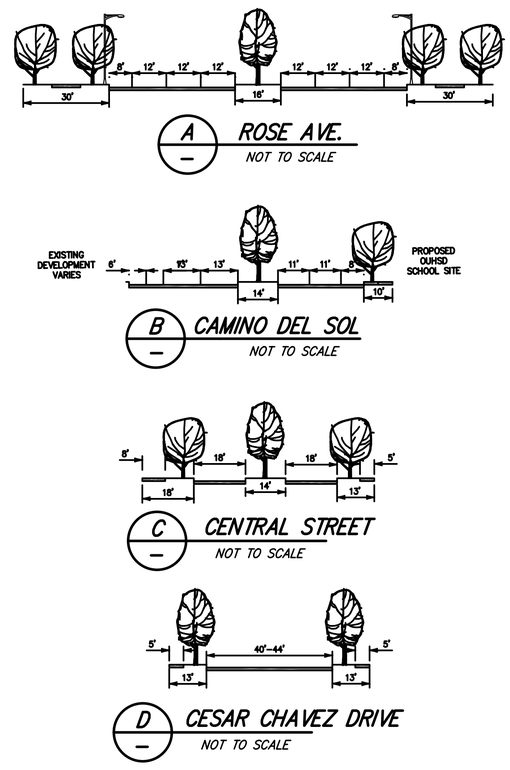
Promote the collocation of parks with school facilities for the purpose of enhancing available open space and recreation.

CD-7.13 Urban Village Trail and Open Space Connections

Include trails (pedestrian and bicycle) and open space areas, where feasible within urban village areas. These facilities shall create a network that links urban villages and other neighborhoods to each other.



STREET SECTIONS



PRELIMINARY EARTHWORK STATISTICS

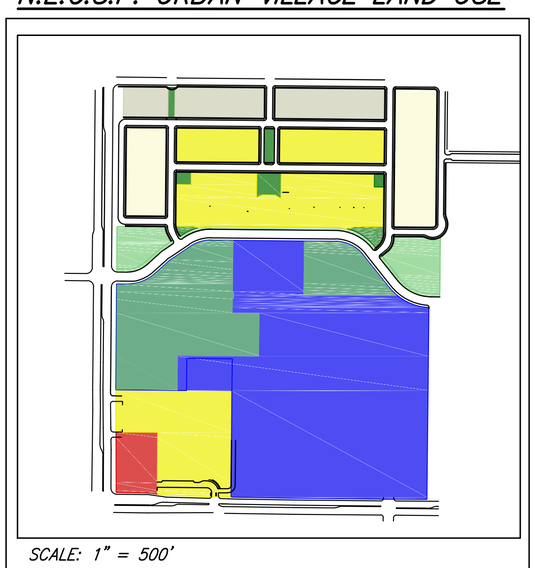
RAW CUT VOLUME (UNADJUSTED)	65,550 CU. YARDS
RAW FILL VOLUME (UNADJUSTED)	247,000 CU. YARDS
NET VALUE (UNADJUSTED)	181,450 CU. YARDS OF FILL

NOTE:
EARTHWORK QUANTITIES PROVIDED ARE RAW VALUE ESTIMATES ONLY. CORRECTION FACTORS, LOSSES, OVEREX, AND POTENTIAL SOIL REMEDIATION VOLUMES HAVE NOT BEEN ACCOUNTED FOR IN THIS CONCEPT DESIGN.

LEGEND

- SD — PROPOSED STORM DRAIN
- S — PROPOSED SEWER
- W — PROPOSED WATER

N.E.C.S.P. URBAN VILLAGE LAND USE



SCALE: 1" = 500'

PUBLIC EDUCATION	34.1 AC
JOINT USE PUBLIC EDUCATION/RECREATION	14.2 AC
NEIGHBORHOOD COMMERCIAL	2.0 AC
LOW DENSITY RESIDENTIAL (UP TO 8 DU/AC)	7.2 AC
LOW-MEDIUM DENSITY RESIDENTIAL (12 DU/AC)	5.7 AC
MEDIUM DENSITY RESIDENTIAL (15-30 DU/AC)	20.5 AC
NEIGHBORHOOD PARKS	1.5 AC
OPEN SPACE/DRAINAGE AREAS	4.1 AC

LAND USE DATA

OVERVIEW

GROSS PROPERTY AREA: 107.2 AC

EXISTING N.E.C.S.P. LAND USE DESIGNATIONS

LOW DENSITY RESIDENTIAL	101.2 AC
NEIGHBORHOOD COMMERCIAL	6 AC

PROPOSED LAND USE DESIGNATIONS

PUBLIC EDUCATION	34.1 AC
JOINT USE PUBLIC EDUCATION/RECREATION	14.2 AC
NEIGHBORHOOD COMMERCIAL	2.0 AC
RESIDENTIAL URBAN VILLAGE	
LOW DENSITY RESIDENTIAL	7.2 AC
LOW-MEDIUM DENSITY RESIDENTIAL	5.7 AC
MEDIUM DENSITY RESIDENTIAL	20.5 AC
NEIGHBORHOOD PARKS	1.5 AC
OPEN SPACE/DRAINAGE	4.1 AC
CIRCULATION/PUBLIC RIGHT OF WAYS	17.9 AC

LAND USE DETAILS

RESIDENTIAL URBAN VILLAGE (PARCEL 1)

A. LOW DENSITY RESIDENTIAL (8.5 DU/AC)	
46' x 80' DETACHED SFD	10 D.U.
48' x 80' DETACHED SFD	10 D.U.
40.5' x 100' DETACHED SFD	14 D.U.
40' x 105' DETACHED SFD	28 D.U.
LOW DENSITY SUBTOTAL:	62 D.U.
B. LOW-MEDIUM DENSITY RESIDENTIAL (11.5 DU/AC)	
128' x 176' 6-PACK CLUSTER SFD	66 D.U.
LOW-MEDIUM DENSITY SUBTOTAL	66 D.U.
C. MEDIUM DENSITY RESIDENTIAL (14-30 DU/AC)	
ATTACHED TOWNHOME (3 UNIT BLDG.)	6 D.U.
ATTACHED TOWNHOME (4 UNIT BLDG.)	32 DU.
ATTACHED TOWNHOME (5 UNIT BLDG.)	40 D.U.
APARTMENTS/CONDOMINIUMS	244 D.U.
MEDIUM DENSITY SUBTOTAL	322 D.U.
TOTAL URBAN VILLAGE DWELLING UNITS:	450 D.U.

PUBLIC EDUCATION (PARCEL 2)

A. PUBLIC HIGH SCHOOL (OUHSD)	34.1 AC
B. JOINT USE PUBLIC HIGH SCHOOL FIELDS	14.2 AC
TOTAL PUBLIC EDUCATION ACREAGE:	48.3 AC

NEIGHBORHOOD COMMERCIAL/RESIDENTIAL (PARCEL 3)

A. NEIGHBORHOOD COMMERCIAL/RETAIL	21,300 S.F.
B. MEDIUM DENSITY RESIDENTIAL (14-30 DU/AC)	
APARTMENTS	140 D.U.
TOTAL COMMERCIAL/RETAIL SPACE:	21,300 S.F.
TOTAL DWELLING UNITS	140 D.U.

NEIGHBORHOOD PARKS (PARCEL 1)

A. NEIGHBORHOOD PARKS	
PARK A	.16 AC
PARK B	.26 AC
PARK C	.15 AC
PARK D	.43 AC
PARK E	.10 AC
PARK F	.10 AC
PARK G	.30 AC
TOTAL PARK ACREAGE:	1.50 AC

OPEN SPACE/DRAINAGE (PARCEL 1)

A. OPEN SPACE/DRAINAGE BASINS	4.10 AC

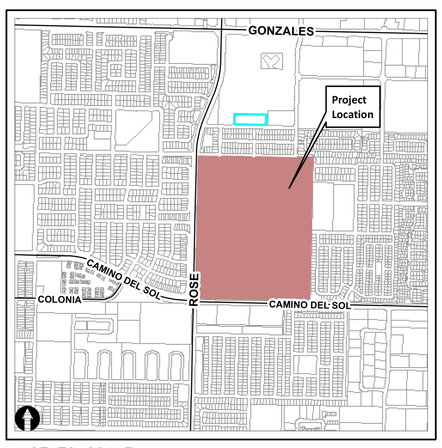
CIRCULATION/PUBLIC RIGHT OF WAYS

A. ROSE AVENUE	2.95 AC
B. CAMINO DEL SOL	.86 AC
C. CESAR CHAVEZ DRIVE	1.27 AC
D. GIBRALTAR STREET EXTENSION	.54 AC
E. CENTRAL STREET	3.10 AC
F. INTERIOR URBAN VILLAGE STREETS	9.18 AC
TOTAL CIRCULATION/PUBLIC R.O.W.	17.90 AC

100' 50' 0' 100' 200'
GRAPHIC SCALE: 1"=100'

NOTE:
STREET AREAS SHOWN TO EXISTING BOUNDARY; SUBJECT TO FUTURE STREET DEDICATIONS REQUIRED BY THE CITY OF OXNARD. PRELIM CAMINO DEL SOL AND ROSE AVE. STRIPING & SECTIONS BASED ON CITY TRAFFIC MARKUPS

VICINITY MAP



NOT TO SCALE

REVISION	DATE
PRE-APP	06/2018

SUBDIVIDER/OWNER:
MAULHARDT FAMILY
C/O
MIKE PENROD
PARKSTONE COMPANIES
860 HAMPSHIRE ROAD, SUITE U
WESTLAKE VILLAGE, CA 931361

OXNARD UNION HIGH SCHOOL DISTRICT
309 SOUTH 'K' STREET
OXNARD, CA 93030

ENGINEER & LAND PLANNER:
JENSEN DESIGN & SURVEY, INC
www.jdscivil.com
1672 DONLON STREET
VENTURA, CALIF. 93003
PHONE 805/654-6977
FAX 805/654-6979

NORTHEAST COMMUNITY SPECIFIC PLAN

MAULHARDT PROPERTY

PRELIMINARY GRADING & BACKBONE UTILITIES

CITY OF OXNARD | COUNTY OF VENTURA | STATE OF CALIFORNIA

LEGAL DESCRITION HERE

SCALE: 1"=100' | J.N.: PAR 15808

DATE: Jul 11, 2018 | DWG. NAME: PAR15808 SITE PLAN.dwg

SHEET 2 OF 2

J:\PAR15808\Planning\Site Plan\PAR15808 SITE PLAN.dwg Jul 11, 2018, 4:38pm tshelton

JENSEN DESIGN & SURVEY, INC.
Delivering Excellence through Experience

1672 Donlon Street
Ventura, CA 93003
Phone: (805) 654-6977
www.jdscivil.com

PROJECT DESCRIPTION

Oxnard Union High School District & Maulhardt Family
Pre Application Submittal – July 2018

Project Name:	Northeast Community Urban Village
Project Applicant:	Oxnard Union High School District Maulhardt Trust et. al (c/o Parkstone Companies)
Location:	Northeast Corner of Camino Del Sol & Rose Avenue
APN:	214-0-020-595
Current Zoning:	Existing Northeast Community Specific Plan: Low Density Residential (R-1) Neighborhood Commercial (C-1) Open Space (C-R)
Proposed Land Use:	Public Education Joint Use Public Education/Recreation Neighborhood Commercial Low Density Residential Low-Medium Density Residential Medium Density Residential Neighborhood Parks Open Space/Drainage
Entitlement Requests:	Amendment to Northeast Community Specific Plan Tentative Tract Map Special Use Permit (?) – For High School

PROJECT NARRATIVE

The proposed Northeast Community Urban Village will bring needed mixed housing types and densities, neighborhood commercial, educational and public recreational area to the northeast corner of Camino Del Sol and Rose Avenue on an undeveloped 107 acre parcel of land, known as the Maulhardt property. This parcel of land is the last undeveloped "island" within the City limits and presents an opportunity to create an 'urban village' in agreement with the goals of the City of Oxnard's General Plan (Goal CD-7).

Three basic Planning Areas have been identified for the project:

a. **Planning Area 1** will contain low, low-medium, and medium density residential. This area will also contain neighborhood parks, and open space/drainage mitigation areas.

b. **Planning Area 2** will consist of a 2,300-student high school campus and associated joint-use recreation fields and tennis courts that will be open to the public when school is not in session.

c. **Planning Area 3**, located immediately adjacent to the corner of Rose Avenue and Camino Del Sol, will include neighborhood oriented commercial uses and medium density residential uses.

A detailed description of each planning unit can be found in the 'Site Plan Description' section below.

ACCESS

The site is located at the northeast corner of Rose Ave. and Camino del Sol; within the City of Oxnard. Ceasar Chavez Drive borders the site to the north, and there is an existing residential community along with two public streets – Milagro Place and Jacinto Drive on the east border.

A central street is proposed, which bisects the site, and extends from Camino de la Luna on Rose Ave. to Jacinto Drive on the east.

Rose Avenue is a restricted-access primary arterial as identified in the Specific Plan, with six travel lanes and raised median. There is no proposed access to this street between Chavez Drive and Camino de la Luna. Between Camino del Sol and Camino de la Luna, there are two right-in only driveways proposed to Planning Area 3.

For the residential community (Planning Area 1), two access points are proposed off of Cesar Chavez Drive which align with existing streets. Milagro Place/Gilbralter Street will provide access via a street extension through East Village Park into the east portion of the site. The road extension was previously pre-planned to extend through the park. Internal streets within Planning Area 1 are laid out in a basic grid pattern that loops and connects. All proposed streets conform to the right-of-way/pavement width requirements of the Specific Plan.

The proposed High School will take primary access form the proposed central street and Camino del Sol. Parking for the school is located along the eastern boundary, and along the

Camino del Sol frontage. Four-way access is proposed along Camino del Sol at existing Gibralter Street, and at the Central Road / Jacinto Drive.

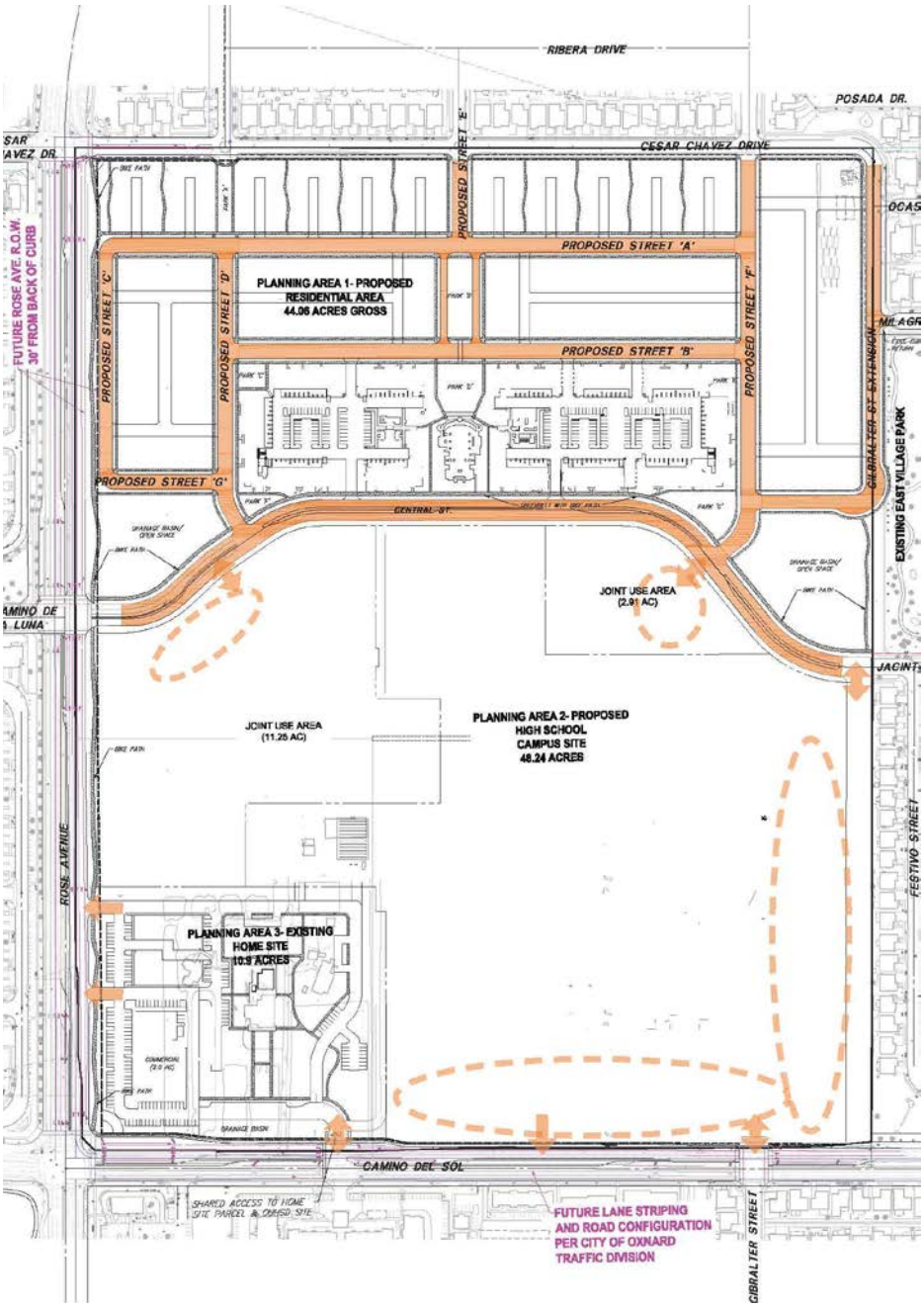


Figure 1: Site plan showing street, alley, and pedestrian/bike circulation. Vehicular circulation and parking areas are highlighted in orange.

SITE PLAN DESCRIPTION

Planning Area 1: Residential

Planning Area 1 contains approximately 450 dwelling units in a traditional neighborhood design, with connected looping/grid pattern streets and thorough pedestrian circulation. Various residential product types are distributed among three basic land use/density categories of the Northeast Community Specific Plan: Low density (8.5 dwelling units/acre), Low-medium density (11.5 dwelling units/acre), and Medium density (14-30 dwelling units/acre), with the goal of creating a high quality walkable sustainable community with a variety of housing options.

The site design incorporates several of the Ahwahnee Princples (Figure 2.1 of the Northeast Community Specific Plan) in order to facilitate a cohesive community with a distinct sense of identity and usable public gathering & recreation places. The planned street pattern is an interconnected grid pattern that is integrated with existing street pattern of the surrounding neighborhoods. Bike paths/linear parks will also ring the community along Rose Avenue and proposed central street dividing the high school and primary residential portion of the project.

Low density single-family residential is sited along the site's western and eastern edges, and consists of detached single family homes. Lot sizes range from 3,600 square feet to 4,200 square feet. Residences in the low density zone will take vehicular access from rear loaded alleys, creating inviting building frontages, allowing public street to be more walkable, and creating more street parking opportunities by eliminating excessive driveway curb cuts. Homes will be designed with Northeast Community mandated principles, including front porches, articulated facades, contextual architectural design elements/features, and outdoor living spaces that take advantage of the local climate.

Low-medium density residential can be found along the site's northern edge closest to Cesar Chavez Drive. The housing typology in this area is detached single family residences arranged into clusters of six units served from a common drive. Access to these units is internal to the project, with no direct access to Cesar Chavez Drive. Space in between each cluster module is a dedicated paseo, from which each unit takes pedestrian access, creating a park-like landscaped setting. All units will be oriented towards these paseos, to create vibrant front yards/pedestrian thoroughfares, and to encourage community interaction and engagement.

The core of the neighborhood village consists of Medium density residential, which includes potential for both townhome and apartments/condominiums. These residences will be designed to be oriented towards public streets and right of ways, with parking being internal to the unit layout. As with the low/low-density residential units, all medium density housing will be built in accordance with key NECSP requirements, such as front porches/stoops, appropriate architectural embellishments, varied facades, and outdoor living spaces.

The heart of the community is also home to two neighborhood parks, which are sited along an axis near the center of the community, allowing each resident to be within close walking space to the programmed parks and paseos. These parks will be designed not just to be aesthetically pleasing focal points for the urban village, but also community gathering places. An additional .80 acres of pocket parks are located throughout Planning Unit 1, for a total of 1.50 acres of neighborhood parks throughout the planning unit. There are also detached trails within

greenbelt parkways on the north side of the central road separating the residential area from the proposed high school, and on the eastern side of Rose Avenue.

Residents of the urban village will also have access to approximately 15 acres of joint use recreation areas at the adjacent proposed high school, which will be opened during non-school hours for community use. An additional 4.10 acres of open space/drainage areas are also provided in this portion of the community.

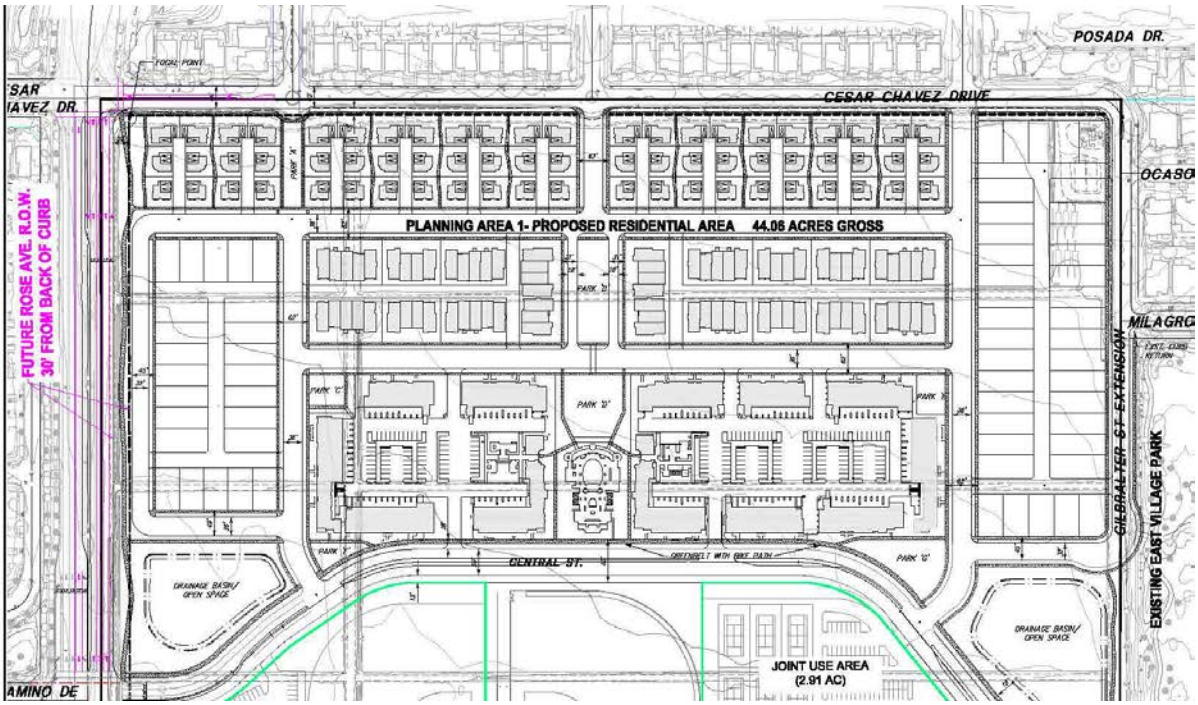


Figure 2: Planning Area 1 site plan

Planning Area 2: Public Education

Proposed on Planning Area 2 is Oxnard High School No. 8, a comprehensive 2,300 student high school with approximately 270,404 square feet of building space. The design of the new high school is based on Oxnard Union High School District's objectives and goals for this new campus.

The top priority for the Oxnard Union High School District is to 'improve students' academic achievements' and therefore the District considers the community to be an important part in the development and implementation of programs and strategies that will support the education environment. The community becomes a partner in the educational process and as a result, encourages and promotes effective parent, business, community, and college participation in schools.

Figure 3: Planning Area 2 site plan with joint use areas highlighted in green

To create the environment necessary for an effective school, the Oxnard Union High School District endorses and prescribes strong instructional leadership, a safe and orderly environment, school-wide emphasis on basic skills, high teacher expectation for student achievement, and continuous assessment of student progress. The new High School will be based on the following design principles.

- Community Joint Use – Sports field/recreation areas (soccer, J.V, baseball, J.V. softball, and tennis)

- Promote school pride
- Secure environments for safe learning
- Campus size proportional to student enrollment
- Sustainability
- Adaptable learning environments and spaces
- Faculty community collaboration environments
- Planned Campus Organization
- Adaptable support departments
- Flexible and adaptable campus for future needs

The site is located east of Rose Avenue and north of Camino Del Sol. The site is designed with the parking lot located off Camino Del Sol wrapping around the east side of the site and used to create a clear front entrance into the campus. A set of three building facades leading into the front entrance of the campus provides an inviting community setting. The three buildings, Gymnasium, Performing Arts, and Media Center, will act as a security perimeter to the building as well.

Once inside campus an amphitheater/courtyard encourages a space for leisure interaction as well as a place where pep rallies can be held. The Academic buildings are at the north side of the campus. At the north side of campus will be the football field along with baseball, softball, soccer fields, tennis courts, pool and facilities, and maintenance and operations building. There is a clear boundary between the areas that will be used by the community which will include soccer, J.V. baseball, J.V. softball fields, and tennis courts as well as a parking lot to be located on the northwest side, off Rose Avenue.

Planning Area 3: Neighborhood Commercial/Residential

The corner of Rose Avenue and Camino Del Sol is planned for neighborhood commercial and medium density residential uses. The portion of Planning Area 3 closest to the intersection of these two major thoroughfares is slated for approximately 21,300 square feet of retail/commercial development. This building will be oriented toward the intersection, complete with an attractive focal point/identifying signage near the corner. Onsite parking is provided, and is designed along a single drive aisle that wraps around the building in the manner of a traditional street. Commercial uses at this location are envisioned to be community serving institutions, such as corner markets, coffee shops, restaurants, and small scale retail establishments.

The eastern portion of Planning Area 3 is a 140 unit apartment complex adjacent to the high school, with access taken from Camino del Sol. The complex includes community amenities such as a community center and fitness area, as well as outdoor recreational areas in a park-like setting.

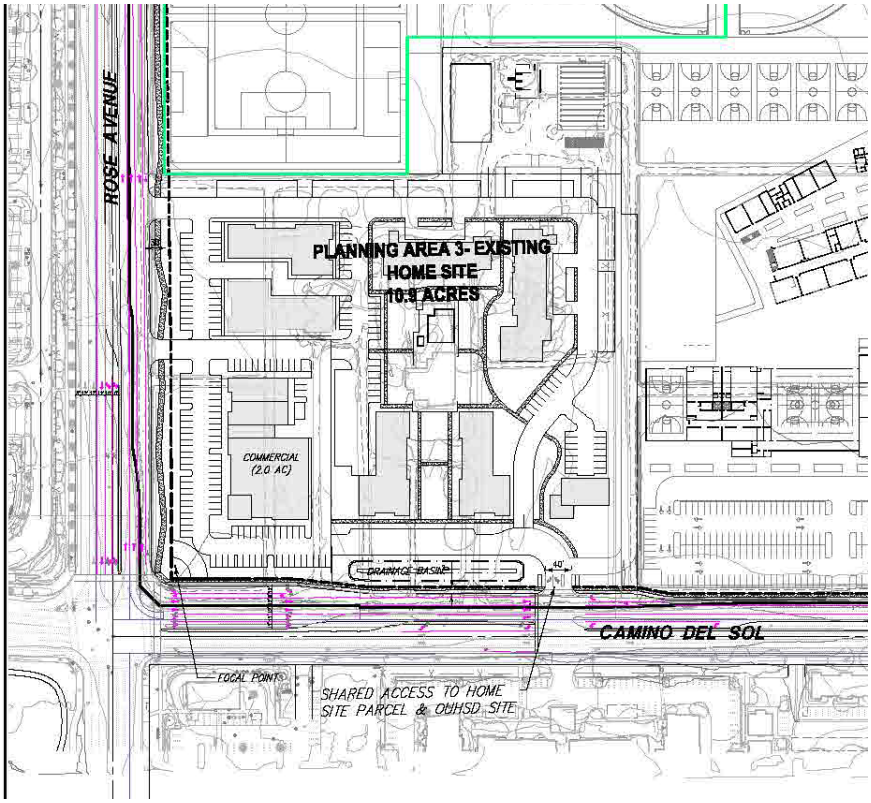


Figure 4: Planning Area 3 site plan

Urban Village Components & Consistency

Consistency with City Policy, General Plan, Specific Plan & Urban Village Overlay

The proposed project is consistent with the City of Oxnard's goals and policies as laid out in the City's General Plan. Goal CD-7 of the 2030 General Plan states the following:

> *"Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity."*

This goal is backed with policy CD- 7.1 which establishes six urban villages in the City. The project site, referred to as "East Village Phase III", is identified as one of these potential urban villages. The general plan narrative for the potential urban village is as follows:

> *• Location. Northeast Corner of Camino Del Sol and Rose Avenue.*
>
> *• Land Use. Primarily residential with neighborhood services, including public uses still needed for the Northeast Community (parks, schools, etc.).*
>
> *• Overview. The 107-acre unincorporated "island" is the last large undeveloped area within the City limits and represents an opportunity to provide remaining public uses needed for the Northeast Community along with an urban village. This area is within the Northeast Community Specific Plan (NECSP) which could be amended instead of creating a new specific plan. For purposes of annexation, the NECSP land use designations for this area as of July 2011 are deemed consistent with this 2030 General Plan.*

As referenced in policy CD-7.1 of the General Plan, the proposed project will require an amendment to the Northeast Community Specific Plan (NECSP) to proceed. Currently, the NECSP calls for the project site to be Low Density Residential, Neighborhood Commercial, and Open Space. The potential amendment would require a change to the NESCP land use map (Figure 3.1) as well as deviation from the current development standards and establishment of new development standards in the specific plan to allow the envisioned urban village to come to fruition. In addition to fulfilling the objectives of Policy CD-7.1 of the General Plan, the proposed project also accomplishes the goals of the following General Plan Community Development goals and or policies:

- GOAL CD-1: A balanced community consisting of residential, commercial and employment uses consistent with the character, capacity, and vision of the City.
    - CD 1.2 Infill Development, Priority to Mixed Use: Promote the efficient use of larger vacant parcels and vacant areas of the City by encouraging infill development, with a priority to mixed uses that reduce vehicle trips and GHG emissions and promote sustainable development goals and objectives.
    - CD 1.5 Housing Variety: Promote the development of a variety of housing types throughout the City including apartments, condominiums, lofts, townhouses, and attached and detached single family units.

- CD 1.6 Public Facilities: Enhance resident quality of life by providing adequate space for schools, libraries, parks and recreation areas, as well as space for the expansion of public facilities to support the community's vision.
- CD 1.7 Compact Development: Promote the use of development patterns that are more compactly built and use space in an efficient aesthetic manner as part of the community vision.
- CD 1.9 Commute Reduction: Minimize the commuting distances between residential concentrations and employment centers by encouraging the development of mixed land uses in appropriate areas.
- CD1.11 Recreation Opportunities: Promote improved coastal access and enhanced recreation opportunities with access from all areas of the City.

PROJECT CONSISTENCY: The proposed project site is identified by the Oxnard General Plan as the "last large undeveloped area" within City limits, and is surrounded by urbanized land on all sides. The project provides a variety of housing typologies, built in a compact, efficient, aesthetic manner. Also included are public education and parks/recreation facilities for public use and enjoyment. The project is located near major employment centers (McInnes Ranch, Northfield, Five Points/E. Wooley Road area) and contains a mixture of uses on site, minimizing commuting distances.

- GOAL CD-4: Commercial uses compatible with surrounding land uses to meet the present and future needs of Oxnard residents, employees, and visitors.
  - CD 4.3 Urban Village Program & Height Overlay: Develop and implement the Urban Village program and Height Overlay District as the principal growth management tools as the 2020 General Plan-designated infill and opportunity sites are gradually developed.

PROJECT CONSISTENCY: The project is designed as an urban village on a site identified by the General Plan as an infill opportunity.

- GOAL CD-7: Development of vibrant mixed-use urban villages characterized by a mix of land uses, transit accessibility, pedestrian orientation, and neighborhood identity.
  - CD 7.5 Pedestrian and Transit Scale: Design urban village areas to be pedestrian-oriented and transit accessible, incorporating block patterns, walking routes and edges, social orientation of buildings, and streetscapes to provide ease of walking and safety.
  - CD 7.6 Connectivity: Provide connectivity to other activity nodes in the form of roadways, transit connections, and bicycle and pedestrian linkages that encourages non-vehicular travel modes. Urban villages should be considered major transit transfer points and have amenities oriented towards transit users.
  - CD 7.11 Urban Village Open Space Areas/Parks: Park sizes and locations shall follow City standards and be within walking distance of a majority of the population.
  - CD 7.12 Urban Village Collocation with Schools: Promote the collocation of parks with school facilities for the purpose of enhancing available open space and recreation.

- CD 7.13 Urban Village Trail and Open Space Connections: Include trails (pedestrian and bicycle) and open space areas, where feasible within urban village areas. These facilities shall create a network that links urban villages and other neighborhoods to each other.

PROJECT CONSISTENCY: The project is designed as a pedestrian oriented urban village, with a mixture of land uses, community amenities such as parks, and a focus on neighborhood identity. The community has a legible pedestrian scale, and provides connections to surrounding neighborhoods. The proposed urban village is also collocated with the new public high school planned on the site.

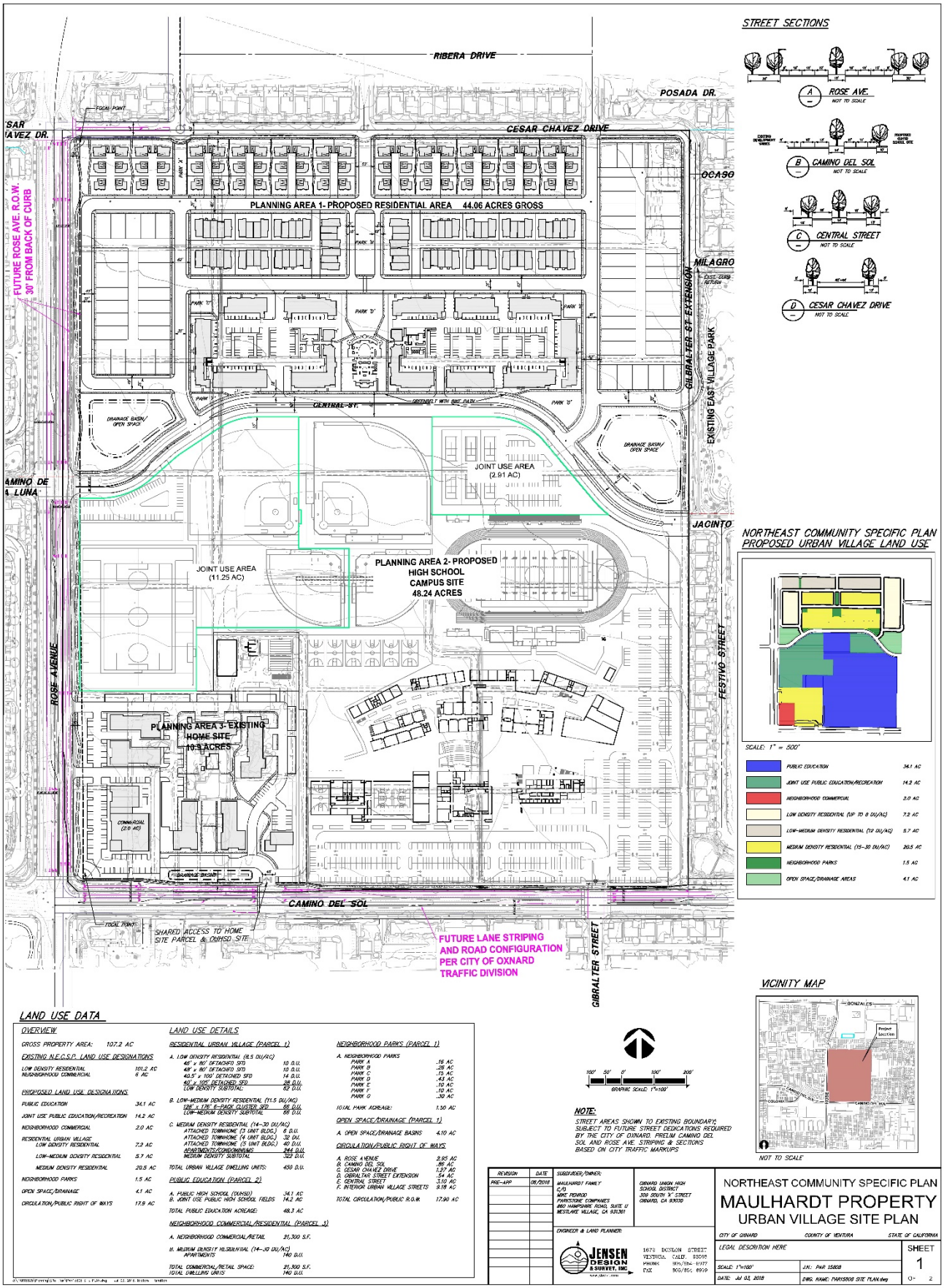
- GOAL CD-10 Neighborhoods and urban villages with a distinct sense of place.
  - CD 10.1 Human Scale Development: In the evaluation of development proposals, require urban development on a human scale, by emphasizing the pedestrian experience over the movement and storage of vehicles.
  - CD 10.2 Neighborhood Themes: In the evaluation of development proposals, require neighborhood themes and principles of design, such as neotraditional town planning, which include central parks, schools, and community and commercial facilities, strong pedestrian orientation and de-emphasis of automobile related elements in new development projects.

PROJECT CONSISTENCY: The proposed urban village is designed at a human scale, and incorporates neotraditional town planning principles, and includes elements such as central parks, schools, and community commercial facilities.

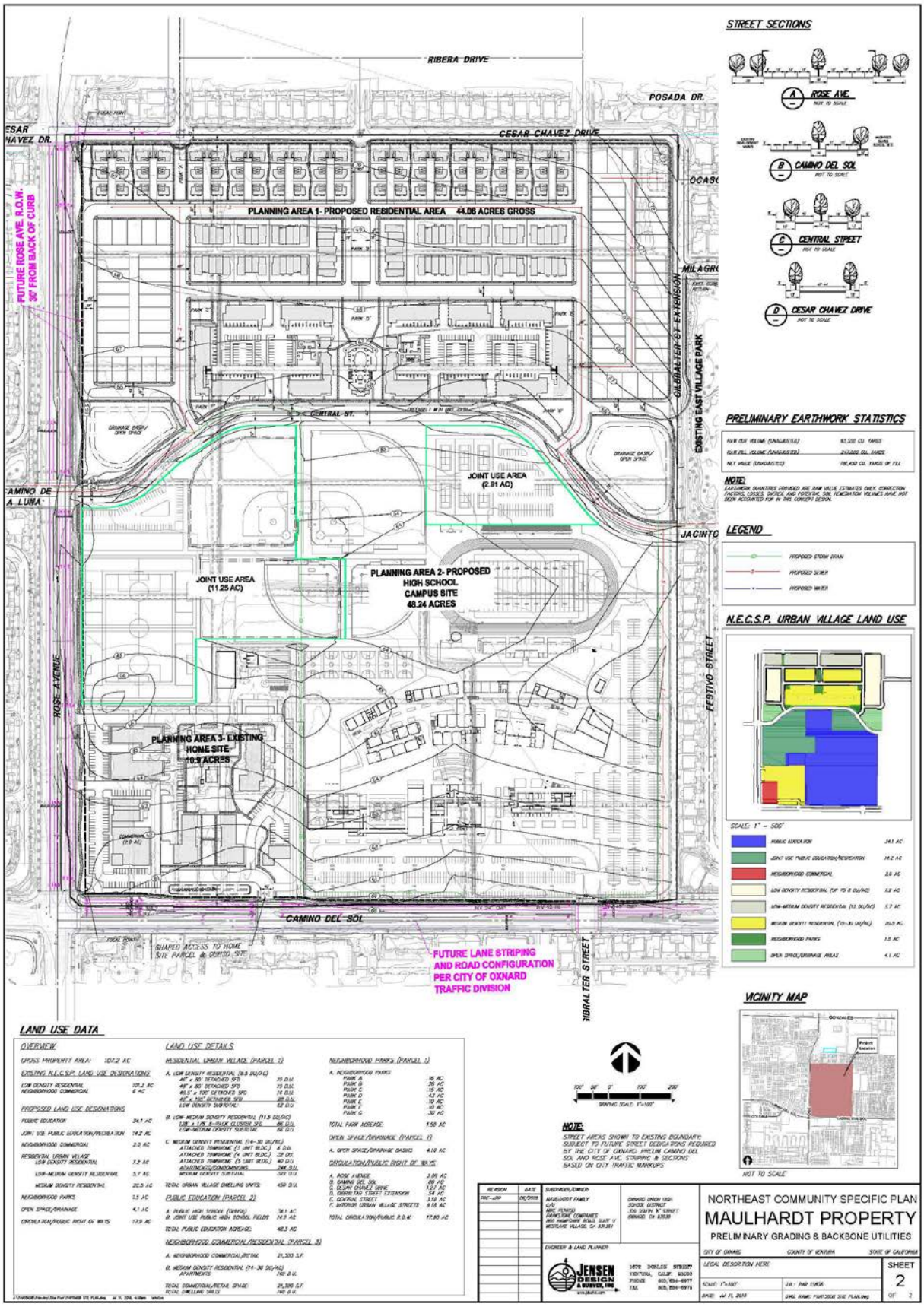
- GOAL CD-11 Protect historic and authentic qualities of Oxnard traditional neighborhoods and historic districts
  - CD 11.4 Incorporate Historic Features: Require new developments within historic areas to incorporate historic and natural features and adaptive reuse into site development planning.

PROJECT CONSISTENCY: The project, in conjunction with OUHSD, will adaptively reuse the Louis G. Maulhardt ranch barn and incorporate the design/architectural features of the barn. The barn re-use will utilize as much of the existing physical elements in the new building.

SITE PLAN


RIBERA DRIVE
POSADA DR.
CESAR CHAVEZ DRIVE
SAR CHAVEZ DR.
FOCAL POINT
FUTURE ROSE AVE. R.O.W. 30' FROM BACK OF CURB
PLANNING AREA 1- PROPOSED RESIDENTIAL AREA 44.06 ACRES GROSS
OCASO
MILAGRO
GILBRALTER ST. EXTENSION
EXISTING EAST VILLAGE PARK
CENTRAL ST.
DRAINAGE BASIN/ OPEN SPACE
JOINT USE AREA (2.91 AC)
JOINT USE AREA (11.25 AC)
PLANNING AREA 2- PROPOSED HIGH SCHOOL CAMPUS SITE 48.24 ACRES
JACINTO
AMINO DE L LUNA
ROSE AVENUE
FESTIVO STREET
PLANNING AREA 3- EXISTING HOME SITE 10.9 ACRES
COMMERCIAL (2.0 AC)
CAMINO DEL SOL
SHARED ACCESS TO HOME SITE PARCEL & OUHSD SITE
FUTURE LANE STRIPING AND ROAD CONFIGURATION PER CITY OF OXNARD TRAFFIC DIVISION
GIBRALTER STREET
STREET SECTIONS
A ROSE AVE. NOT TO SCALE
B CAMINO DEL SOL NOT TO SCALE
C CENTRAL STREET NOT TO SCALE
D CESAR CHAVEZ DRIVE NOT TO SCALE
NORTHEAST COMMUNITY SPECIFIC PLAN PROPOSED URBAN VILLAGE LAND USE
SCALE: 1" = 500'
PUBLIC EDUCATION 34.1 AC
JOINT USE PUBLIC EDUCATION/RECREATION 14.2 AC
NEIGHBORHOOD COMMERCIAL 2.0 AC
LOW DENSITY RESIDENTIAL (UP TO 6 DU/AC) 7.2 AC
LOW-MEDIUM DENSITY RESIDENTIAL (7-12 DU/AC) 5.7 AC
MEDIUM DENSITY RESIDENTIAL (15-30 DU/AC) 20.5 AC
NEIGHBORHOOD PARKS 1.5 AC
OPEN SPACE/DRAINAGE AREAS 4.1 AC
VICINITY MAP
GONZALES
Project Location
CAMINO DEL SOL
NOT TO SCALE
GRAPHIC SCALE: 1"=100'
NOTE:
STREET AREAS SHOWN TO EXISTING BOUNDARYS SUBJECT TO FUTURE STREET DEDICATIONS REQUIRED BY THE CITY OF OXNARD. PRELIM CAMINO DEL SOL AND ROSE AVE. STRIPING & SECTIONS BASED ON CITY TRAFFIC MARKUPS.
LAND USE DATA
OVERVIEW
GROSS PROPERTY AREA: 107.2 AC
EXISTING N.E.C.S.P. LAND USE DESIGNATIONS
LOW DENSITY RESIDENTIAL 101.2 AC
NEIGHBORHOOD COMMERCIAL 6 AC
PROPOSED LAND USE DESIGNATIONS
PUBLIC EDUCATION 34.1 AC
JOINT USE PUBLIC EDUCATION/RECREATION 14.2 AC
NEIGHBORHOOD COMMERCIAL 2.0 AC
RESIDENTIAL URBAN VILLAGE
LOW DENSITY RESIDENTIAL 7.2 AC
LOW-MEDIUM DENSITY RESIDENTIAL 5.7 AC
MEDIUM DENSITY RESIDENTIAL 20.5 AC
NEIGHBORHOOD PARKS 1.5 AC
OPEN SPACE/DRAINAGE 4.1 AC
CIRCULATION/PUBLIC RIGHT OF WAYS 17.9 AC
LAND USE DETAILS
RESIDENTIAL URBAN VILLAGE (PARCEL 1)
A. LOW DENSITY RESIDENTIAL (6.5 DU/AC)
48' x 80' DETACHED SFD 10 D.U.
48' x 80' DETACHED SFD 13 D.U.
40.5' x 100' DETACHED SFD 14 D.U.
40' x 100' DETACHED SFD 26 D.U.
LOW DENSITY SUBTOTAL 63 D.U.
B. LOW-MEDIUM DENSITY RESIDENTIAL (11.5 DU/AC)
128' x 176' E-PACK CLUSTER SFD 66 D.U.
LOW-MEDIUM DENSITY SUBTOTAL 66 D.U.
C. MEDIUM DENSITY RESIDENTIAL (14-30 DU/AC)
ATTACHED TOWNHOME (3 UNIT BLDG.) 6 D.U.
ATTACHED TOWNHOME (4 UNIT BLDG.) 32 D.U.
ATTACHED TOWNHOME (5 UNIT BLDG.) 40 D.U.
APARTMENTS/CONDOMINIUMS 244 D.U.
MEDIUM DENSITY SUBTOTAL 322 D.U.
TOTAL URBAN VILLAGE DWELLING UNITS: 450 D.U.
PUBLIC EDUCATION (PARCEL 2)
A. PUBLIC HIGH SCHOOL (OUHSD) 34.1 AC
B. JOINT USE PUBLIC HIGH SCHOOL FIELDS 14.2 AC
TOTAL PUBLIC EDUCATION ACREAGE: 48.3 AC
NEIGHBORHOOD COMMERCIAL/RESIDENTIAL (PARCEL 3)
A. NEIGHBORHOOD COMMERCIAL/RETAIL 21,300 S.F.
B. MEDIUM DENSITY RESIDENTIAL (14-30 DU/AC) APARTMENTS 140 D.U.
TOTAL COMMERCIAL/RETAIL SPACE: 21,300 S.F.
TOTAL DWELLING UNITS 140 D.U.
NEIGHBORHOOD PARKS (PARCEL 1)
A. NEIGHBORHOOD PARKS
PARK A .16 AC
PARK B .28 AC
PARK C .73 AC
PARK D .43 AC
PARK E .10 AC
PARK F .10 AC
PARK G .30 AC
TOTAL PARK ACREAGE: 1.50 AC
OPEN SPACE/DRAINAGE (PARCEL 1)
A. OPEN SPACE/DRAINAGE BASINS 4.10 AC
CIRCULATION/PUBLIC RIGHT OF WAYS
A. ROSE AVENUE 2.95 AC
B. CAMINO DEL SOL .86 AC
C. CESAR CHAVEZ DRIVE 1.27 AC
D. GIBRALTAR STREET EXTENSION .54 AC
E. CENTRAL STREET 3.10 AC
F. INTERIOR URBAN VILLAGE STREETS 9.18 AC
TOTAL CIRCULATION/PUBLIC R.O.W. 17.90 AC
REVISION DATE
PRE-APP 08/2018
SUBDIVIDER/OWNER:
MAULHARDT FAMILY C.P.
MIKE PEARSON
PARKSTONE COMPANIES
860 HAMPSHIRE ROAD, SUITE U
WESTLAKE VILLAGE, CA 91361
OXNARD UNION HIGH SCHOOL DISTRICT
309 SOUTH 'A' STREET
OXNARD, CA 93030
ENGINEER & LAND PLANNER:
JENSEN DESIGN & SURVEY, INC
1672 DONLON STREET
VENTURA, CALIF. 93003
PHONE 805/654-0177
FAX 805/654-6919
NORTHEAST COMMUNITY SPECIFIC PLAN
MAULHARDT PROPERTY
URBAN VILLAGE SITE PLAN
CITY OF OXNARD
COUNTY OF VENTURA
STATE OF CALIFORNIA
LEGAL DESCRIPTION HERE
SCALE: 1"=100'
J.N.: PAR 15808
DATE: Jul 03, 2018
DWG. NAME: PAR15808 SITE PLAN.dwg
SHEET 1
O- 2

PRELIMINARY GRADING PLAN



Pre-Application No. 18-600-01

Maulhardt Development Project

Filed By: Rob Talmadge, Jensen Design and Survey, on behalf of the Maulhardt RF-JW Trust

City Council December 18, 2018

CITY OF OXNARD CALIFORNIA

Pre-Application

- This is not a formal application.
- The Applicant requests input from Council regarding the future planning and development of property located at the northeast corner of Rose Avenue and Camino Del Sol.

CITY OF OXNARD CALIFORNIA

Maulhardt Site Background

- Site farmed since 1869
- Northeast Community Specific Plan adopted in 1993
- Specific Plan to be build out in three phase:
  - Phase I and II completed
  - Subject site is “East Village Phase III”
- Site was annexed to the City of Oxnard in 2013

CITY OF OXNARD CALIFORNIA

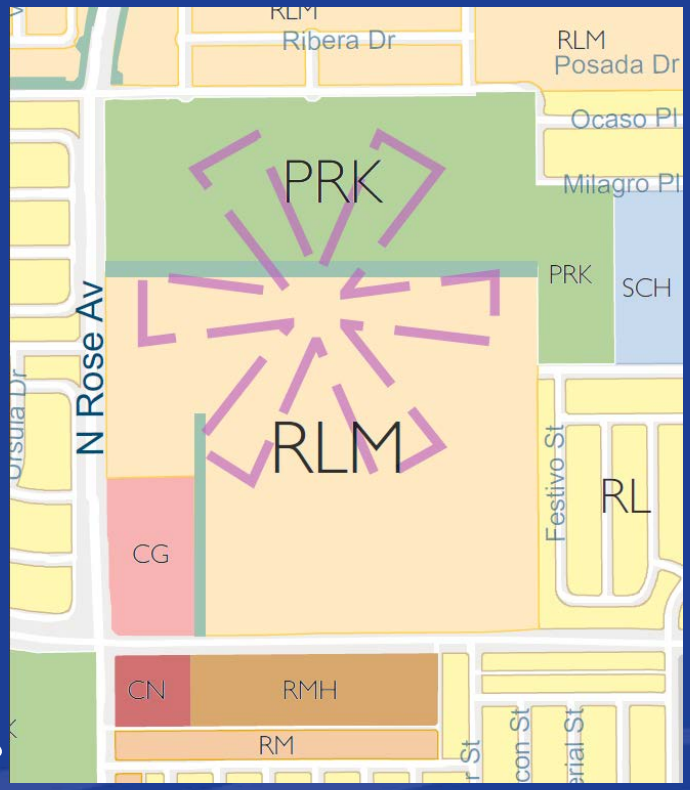
Project Location and Existing Uses

- 107-acre farm and residence
- Located within Northeast Community Specific Plan (East Village Phase III)

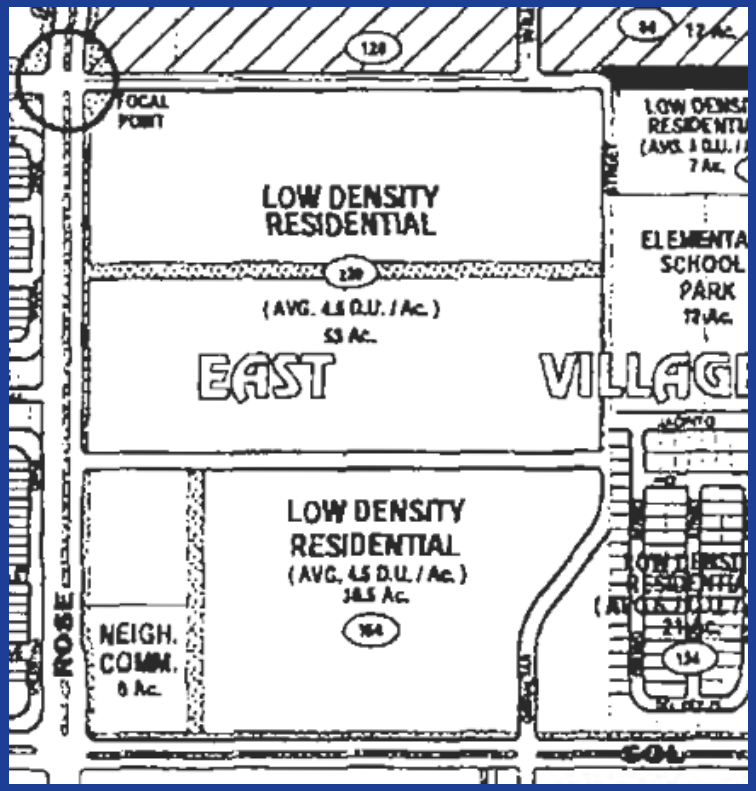
N

CITY OF OXNARD CALIFORNIA

2030 General Plan and Specific Plan Designations



Urban Village – East Village Phase III



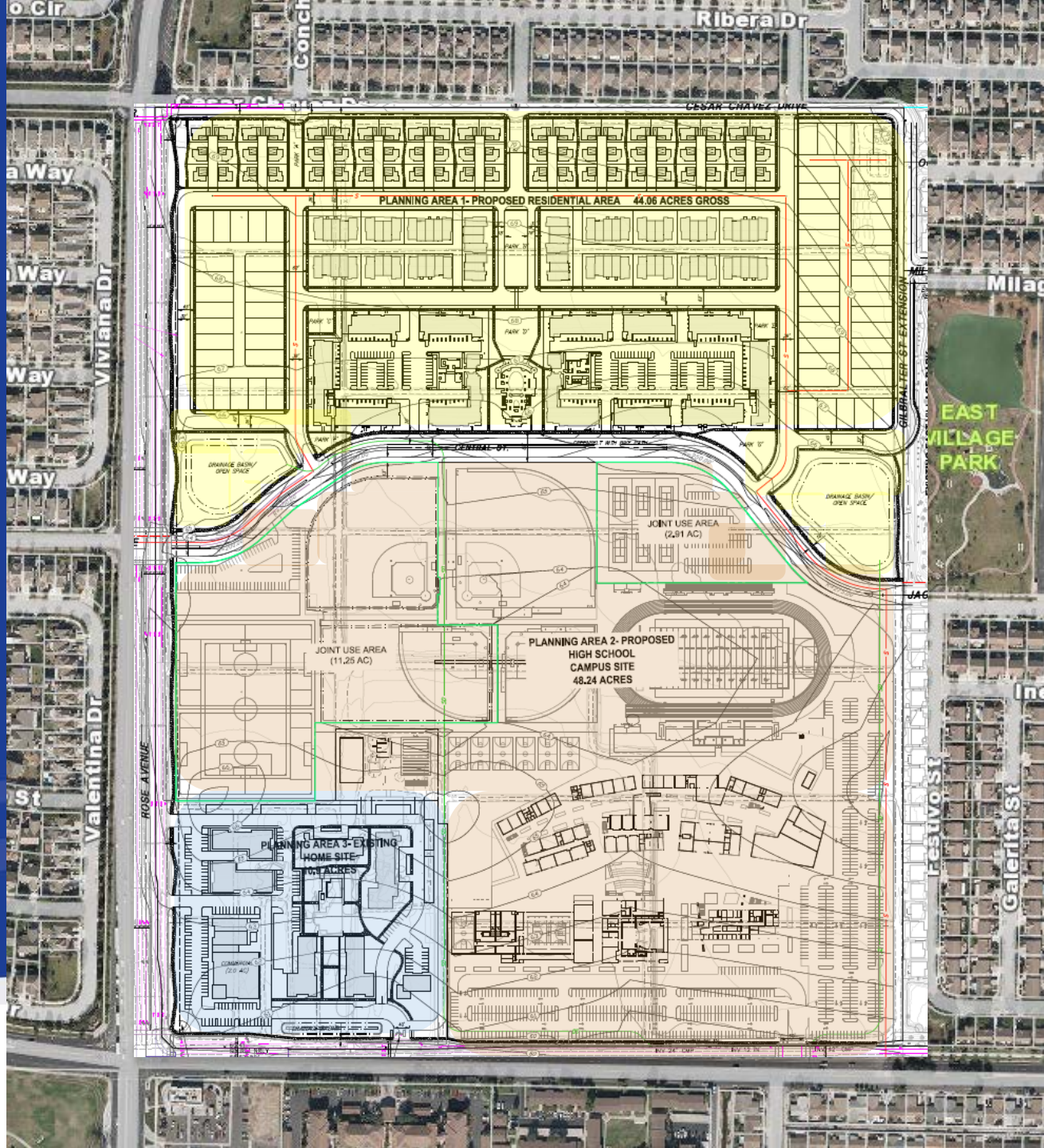
Low-Density Residential and Neighborhood Commercial

N

CITY OF OXNARD CALIFORNIA

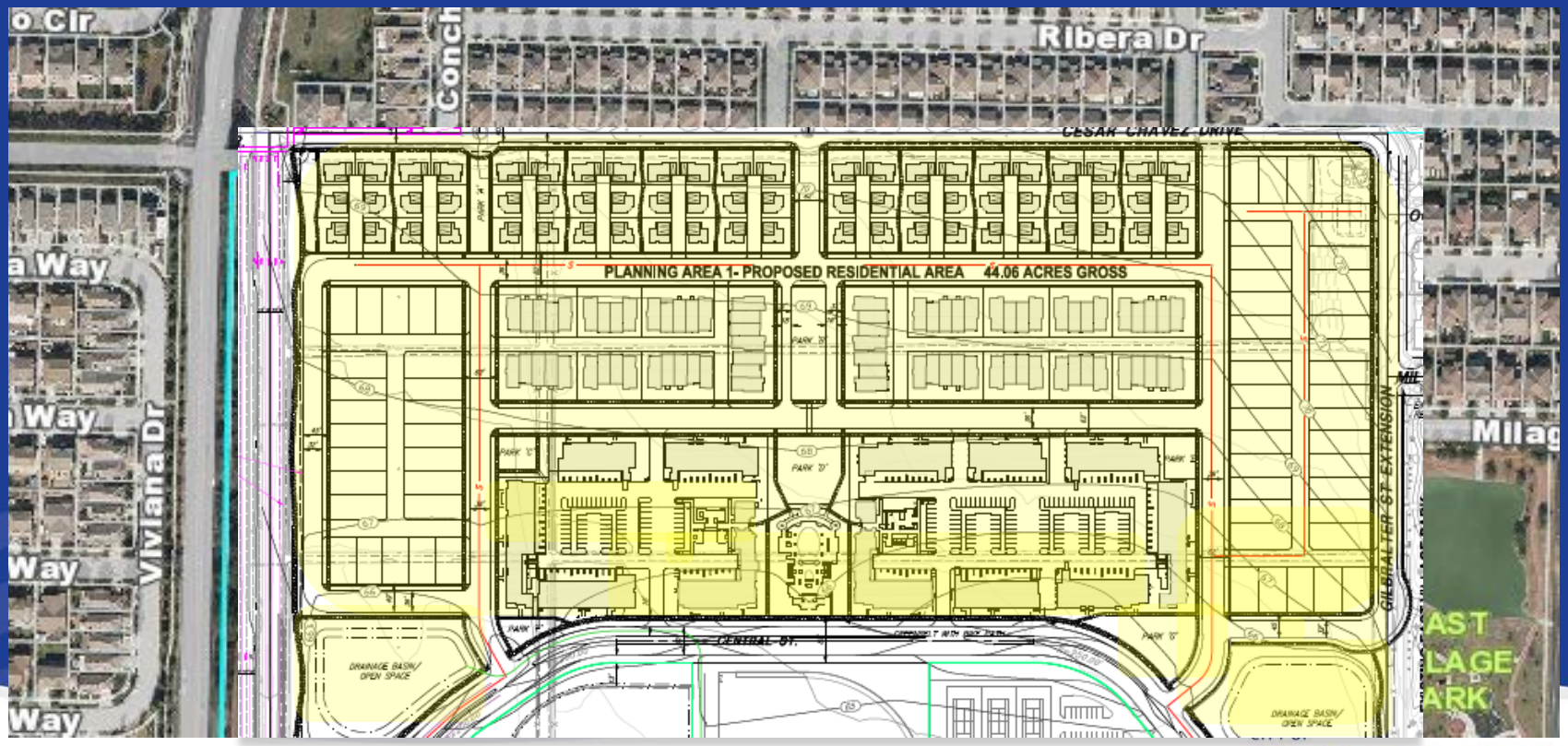
Conceptual Site Plan

- Planning Area I
- Planning Area II
- Planning Area III



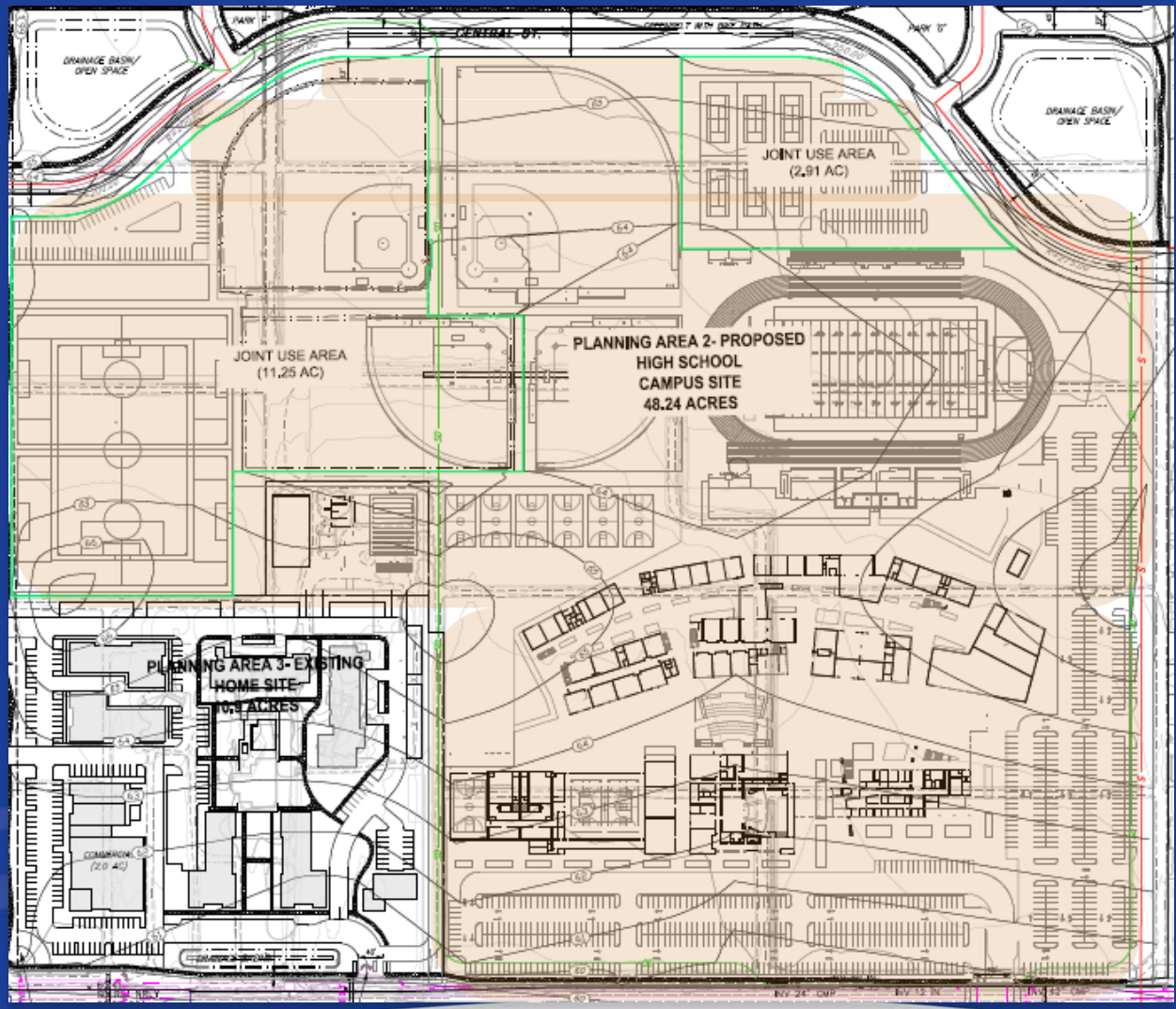
Planning Area I (approx 47 acres)

- 450 Residential Units:
  - 388 Multi-Family Townhomes and Apartments
  - 62 Single-Family Detached
- 7 “Parks” (.1-acre to .43 acres)
- 2 Open Drainage Basins (4.1 acres)
- Roadways and Related Improvements



Planning Area II (48 acres)

- High School Campus (OUHSD)
  - 2,300 Students
  - Sports and Recreation Facilities
  - 14.2 Acres Proposed for City Joint Use
  - Roadways and associated improvements



CITY OF OXNARD CALIFORNIA

Planning Area III (11 acres)

- 140 Multi-Family Apartments
- 21,300 Square Feet Commercial Retail
- Roadways and Related Improvements

CITY OF OXNARD CALIFORNIA

Issues for Consideration

- 2030 General Plan Consistency
  - Compliance with the Urban Village Guidelines
  - 30-acre park anticipated at northerly portion of site

- Parks and Proposed Joint Use Facilities
  - Terms of Joint Use proposal to be evaluated. Initial concerns regarding cost to City, use of Quimby fees, limited public access to facilities, and limited duration of agreement; and
  - City recreation needs currently being evaluated via Park and Recreation Master Plan.

CITY OF OXNARD CALIFORNIA

Issues for Consideration

- Environmental Considerations
  - An EIR will be required for review of impacts associated with the proposed development
  - Impacts to potential historic resources (Maulhardt Farmstead) will be evaluated and may require mitigation.

- Infrastructure
  - Infrastructure and traffic improvements will be required; and
  - Water Neutral Policy will apply to project.

CITY OF OXNARD CALIFORNIA

Development Entitlements

- As proposed, this project will require approval of the following entitlements prior to development:
  - General Plan Amendment;
  - Specific Plan or Amendment to the Northeast Community Specific Plan;
  - Zone Change;
  - Tentative Subdivision Map; and
  - Discretionary Development Permit

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 2**

DATE: December 18, 2018

TO: City Council

FROM: Scott Whitney
Police Chief

SUBJECT: Update on Civil Gang Injunctions (20/20/20)

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council receives a report on a) Community feedback received during neighborhood meetings on civil gang injunctions, and b) Future direction of Oxnard's civil gang injunctions.

BACKGROUND

On July 7, 2018, a presentation was made to the City Council that provided a background on the two civil gang injunctions in effect within the City of Oxnard. The presentation also included a recommendation on a proposed ordinance which provided the framework for a hearing to determine an individual's gang membership. City Council provided direction to staff to conduct community outreach to elicit feedback from local residents about their interest in the continuation of gang injunctions in Oxnard.

Since that time, Oxnard Police personnel utilized the City's Inter-Neighborhood Council Organization (INCO) as the primary method of communication with residents. Presentations were made at neighborhood council meetings within the injunction safety zones and surveys were collected that asked if residents were in support of having gang injunctions in Oxnard. 96% of the surveys collected indicated that they were in support of having gang injunctions. Additional presentations were made at the Community Relations Commission (CRC) and the INCO General Membership meeting in addition to meetings held with other groups at the police station and in the community. Additionally, a survey was conducted on the social media portal www.nextdoor.com which asked one question: "*Do you support having gang injunctions in Oxnard?*" We received over 720 responses with approximately 93% of the participants

indicating that they supported having gang injunctions in Oxnard. While the overwhelming feedback received from residents was in support of the injunctions, questions arose around the following issues:

- How does an individual get put on the injunction?
- Does an individual have any due process before being placed on the injunction? If so, shouldn't that due process take place in the courts?
- How does an individual get off the injunction? Are they on there forever?

"How does an individual get put on the injunction?"
Historically, a gang investigator with the Oxnard Police Department's Violent Crimes Unit would review the documented history of an individual's gang involvement and a decision would be made by the investigator and his/her supervisor on whether to serve ("enjoin") the individual with the civil gang injunction. Recent court decisions have stated that individuals should be granted a hearing – including access to the evidence against them and an opportunity to present their side of the story.

Moving forward, a gang investigator shall evaluate whether an active gang member should be served with the injunction by using the same criteria used in the criminal process to identify an individual as an active gang member. Some of the criteria that will be evaluated include:

- Involved in gang related crimes
- Admission of gang membership
- Having gang tattoos
- In possession of or observed writing gang graffiti
- In possession of or authoring gang writings
- Observed displaying gang hand signs
- Wearing gang clothing affiliated with the respective gang
- Information obtained from other law enforcement agencies (Probation, Parole, Sheriff's dept.)
- Information obtained from reliable informants

These criteria will be examined on a case by case basis in regards to a candidate's individual gang participation. It shall not be the practice of the Oxnard Police Department to add individuals to a gang injunction if they don't have any prior arrests. Emphasis will be placed on those individuals that actively commit gang related crimes, admit to being a gang member, and actively associate with and participate in gang activities. A summary and packet will be presented to both the Unit Sergeant and Division Commander for approval. In the rare case of a juvenile being considered for the injunction, a review by the Assistant Chief will also take place prior to any service or enforcement. Once an individual is identified as an active gang members and served with gang injunction paperwork, the second issue arises:

"Does an individual have any due process before being placed on the injunction? If so, shouldn't that due process take place in the courts?"

As jurisdictions throughout the State of California continued to manage and enforce their civil gang injunctions in different manners, the courts reviewed several cases which impact all civil gang injunctions. Two cases in particular: People v. Sanchez (2017) & Vasquez v. Rackauckas (2013)) have highlighted the manner in which individuals are enjoined to an injunction and whether they were provided basic due process.

The proposed ordinance brought before the City Council in July provided the framework for a hearing which would be conducted by a hearing officer. The City would have had the burden of proof to present evidence to establish that the individual is an active gang member subject to a gang injunction. After receiving additional input and after further discussions with the District Attorney's Office, it was decided that the best course of action would be to conduct judicial hearings rather than administrative hearings. Moving forward, no individual will be subject to the terms of a gang injunction without due process thru a judicial hearing.

"How does an individual get off the injunction? Are they on there forever?"

There was community input on the "opt-out" provision and how individuals get off the injunction once they're placed on it. This feedback was shared in discussions with the District Attorney's Office and revisions to the "opt-out" provision have been drafted. Changes include:

- There will now be four (4) different methods in which an individual can be removed from a gang injunction:
    - An individual may make a motion to the court and establish to the court that the individual is not an active member of the *Colonia/Southside Chiques*.
    - An individual may make a written request to the Oxnard Police Department to be removed from the injunction. If the Oxnard Police Department agrees with the request, it shall recommend that the District Attorney's Office file with the court a notice stating that the individual is not bound by the injunction.
    - The District Attorney's Office may at any time file a motion in court to remove one or more individuals from the gang injunction.
    - The Oxnard Police Department shall conduct an annual review of the list of enjoined individuals to determine whether to recommend to the District Attorney's Office a notice be filed with the court stating that the individual is not bound by the injunction.
- The "public renunciation" provision was removed.
- The "one-year employment" provision was removed.
- The "No arrests in the past five years" provision was changed to "*no gang related convictions or convictions involving firearms or violent offenses within the previous five years*".

Moving forward, the Ventura County District Attorney's Office will seek an amended injunction against the *Colonia Chiques* and *Southside Chiques* street gangs. Included in the amended injunction will be the process for a judicial "pre-deprivation hearing" as well as the new "opt-

out" language previously referenced. The Oxnard Police Department will send letters to all individuals that have been previously served with the *Colonia Chiques* or the *Southside Chiques* injunctions. The letters will advise them that the previous injunctions are being vacated, and they are no longer bound by the prohibitions listed in the injunctions. The individuals will also be advised that, based on their current level of gang activity, they could be subject to future service on an amended injunction.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is no financial impact to the general fund.

Prepared by Eric S. Sonstegard, Assistant Police Chief

Oxnard Civil Gang Injunctions -UPDATE-

Oxnard City Council
December 18, 2018

Objectives

- Update City Council on community discussions since July.
- Address three key areas of focus:
  - "*How does an individual get put on an injunction?*"
  - "*Does an individual have due process before being placed on the injunction? If so, shouldn't that due process take place in the courts?*"
  - "*How does an individual get off the injunction? Are they on there forever?*"
- Recommend positive steps for moving forward with Oxnard gang injunctions.

Community Conversations

City Council Meeting	July 17th
Community Relations Commission	August 20th
CORE	August 21st
CORE	August 29th
Rose Park Neighborhood Council	September 26th
Bryce Canyon North Neighborhood Council	September 26th
Hobson Park East Neighborhood Council	September 27th
Cabrillo Neighborhood Council	September 27th
Southwinds/CAUSE representatives	October 8th
Carriage Square Neighborhood Council	October 18th
Southwinds Neighborhood Council	October 24th
Southbank Neighborhood Council	October 25th
Chiefs Advisory Board	October 25th
I.N.C.O. General Membership Meeting	November 7th
CORE	November 19th

Oxnard Police Department, Oxnard Police Department AGENCY

Poll: Do you support the City of Oxnard having gang injunctions?

In 2005, the Oxnard Police Department implemented a gang injunction against the Colonia Chiques gang, and an injunction against the Southside Chiques gang in 2006. Both injunctions were developed in response to record high levels of violent gang assaults and gang-related homicides. Both civil actions are equivalents of
See more...

Choose one:

I support having gang injunctions in Oxnard.	93%
I do not support having gang injunctions in Oxnard.	3%
I am undecided.	2%

This poll has been closed. 722 votes

30 Aug · Subscribers of Oxnard Police Department

Reply 36 27 · 4872 Impressions

See 25 previous replies

- Neighborhood Council Meetings
  - Support – 97
  - Don't Support – 3
  - Undecided - 2

"How does an individual get on an injunction?"

- Some of the criteria evaluated includes:
  - *Involved in gang-related crimes*
  - *Admission of gang membership*
  - *Having gang tattoos*
  - *In possession of or observed writing gang graffiti*
  - *Observed displaying gang hand signs*
- Three level approval
  - *Detective/Sergeant/Commander*
  - *Juveniles require Bureau Chief approval*

37-year old *Colonia Chiques* Gang Member

- August 2002-Involved in gang-related shooting where he is ID'd as the shooter. Arrested for A.D.W.
- August 2003-Involved in gang-related carjacking w/ two other gang members. Arrested for Carjacking.
- August 1997-March 2008-Over 50 contacts with documented *Colonia Chiques* gang members.
- April 2009-SERVED WITH GANG INJUNCTION.
- January 2012-Fled from officers on a traffic stop and arrested in possession of a shotgun.
- February 2017-Contacted during traffic stop and found in possession of a loaded firearm.
- June 2018-Contacted during a warrant service and found in possession of a loaded firearm.

23-year old *Colonia Chiques* Gang Member

- October 2010-Contacted during a probation search and found in possession of a firearm.

- August 2011-Arrested after fleeing from officers and discarding a loaded handgun.

- January 2007-October 2013-Over 27 contacts with documented *Colonia Chiques* gang members.

- December 2013-SERVED WITH GANG INJUNCTION.

- June 2014-Fled from officers during a pedestrian stop and arrested in possession of a handgun.

- June 2018-Contacted as a passenger after a vehicle pursuit with other documented *Colonia Chiques* gang members. One subject was in possession of a firearm and he was in possession of a knife.

25-year old *Southside Chiques* Gang Member

- March 2008-Seen flashing gang signs & chasing a rival gang member. Arrested on multiple charges.
- April 2008-Seen by plain clothes officers firing a handgun at rival gang members. Led officers on a vehicle pursuit. Later arrested with loaded handgun.
- August 2010-SERVED WITH GANG INJUNCTION.
- Christmas Day 2012-Fled from officers and found hiding in a garage. Arrested on parole violation.
- October 2018-Led officers on a vehicle pursuit and then a foot pursuit. Arrested for felony evading and a parole warrant.

"Does an individual have any due process before being placed on an injunction? If so, shouldn't that due process take place in the courts?"

- Proposed ordinance brought to Council in July provided the framework for a hearing which would be conducted by a hearing officer.
- After community input & further discussions with the District Attorney's Office, it was decided to conduct judicial hearings rather than administrative hearings.
- Moving forward, no individual will be subject to the terms of a gang injunction without due process thru a judicial hearing.

"How does an individual get off the injunction? Are they on there forever?"

- A new and improved "opt-out" provision has been drafted. Changes include:
  - *There will now be four (4) ways in which an individual can be removed from a gang injunction.*
  - *The "public renunciation" provision was removed.*
  - *The "one-year employment" provision was removed.*
  - *The "No arrests in the past five years" provision was changed to "no gang related convictions or convictions involving firearms or violent offenses within the previous five years".*

What's next?

- The District Attorney's Office will seek an amended injunction against the *Colonia Chiques* and *Southside Chiques* street gangs.
  - *The amended injunction will include the process for a judicial hearing as well as the new "opt-out" language.*
- The Oxnard Police Department will send letters to all individuals that have been previously served with the two injunctions.
  - *The letters will advise them that the previous injunctions are being vacated, and they are no longer bound by the prohibitions listed in the injunctions.*
  - *The individuals will also be advised that, based on their current level of gang activity, they could be subject to future service on an amended injunction.*

Comments/Questions

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Assistant Chief Jason Benites
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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 3**

DATE: December 18, 2018

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Police Alarm and Fire Alarm Ordinance (5/10/5)

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

RECOMMENDATION:

That City Council:
1. Approve the first reading by title only and waive further reading of an ordinance amending Chapter 11 Article II of the Oxnard City Code concerning the regulation of security alarm systems and fire alarm systems;
2. Adopt a resolution adjusting fees for security alarm systems; and
3. Adopt a resolution amending the fee schedule for civil fines to include fines for various alarm violations.

BACKGROUND

The main purposes for repealing and replacing the City Code's alarm-related sections are to: reduce the percentage of false alarm responses, promote alarm system owner responsibility, and revise the fines and fees in relation to security and fire alarms. The proposed Ordinance also separates security and fire alarm regulations into two separate divisions, as the two are distinctly different.
The proposed amended Ordinance is the product of reviewing "best practice" materials from the National Burglar & Fire Alarm Association ("NBFAA"), the False Alarm Reduction Association ("FARA"), the Security Alarm Industry Coalition ("SAIC"), and the International Association of Chiefs of Police ("IACP"). Staff also met with representatives of the security alarm industry, and solicited feedback from them throughout the process of developing the proposed Ordinance.

Security Alarms

During 2017, the Police Department responded to 4,555 alarm calls (2,790 commercial, and 1,765 residential). Studies across the nation have estimated that about 98% of alarm calls received by communications centers are false alarms. Oxnard's alarm call rates bear this out. In 2017, 97.23% of commercial alarms and residential alarms were false alarms, and 1.69% were caused by uncontrollable events such as weather. During this same year, only 77 alarm calls, or 1.08%, were "true" ("actual") alarms in which a crime occurred or a report resulted.

Given the high percentage of false alarms, it is clear that the Police Department's response to false alarms, and the time spent investigating these calls detracts from availability to promptly respond to other calls for service. An analysis of Oxnard's 2017 alarm calls determined that the average alarm call required approximately 16.5 minutes of each responding officer's time. Alarm calls typically require a two-officer response, and in many cases, a K-9 officer if one was available. Given these figures and a basic two-officer response model, the Police Department expended some 2,505 officer-hours on alarm calls in 2017. This is an inefficient use of resources and time. This does not factor in dispatcher staff-time, which includes receiving the call, entering the information into the Computer Assisted Dispatch system, and time spent attempting to contact responsible parties. The majority of alarm calls typically occur during and slightly after normal business hours, and coincide with the Police Department's peak call periods. At any given time of the day, these calls compete with other calls for service.

The proposed Ordinance incorporates measures to reduce the percentage of false alarms. According to the Security Alarm Industry Coalition ("SAIC"), studies have shown that "enhanced call confirmation" ("ECC") policies and practices can prevent the vast majority of false alarms. The proposed Ordinance introduces ECC as a prerequisite to alarm companies requesting a police response to one of its client locations. ECC requires the alarm company to attempt to reach two (2) pre-designated contacts before requesting a police response. According to the National Monitoring Center, many agencies that have adopted ECC practices are reporting between a 60-70% decrease in false alarm responses. This reduction translates to increased officer availability to respond to other service demands.

<u>Excessive Alarm Locations</u>

The proposed security alarm Ordinance discourages false alarms at alarm sites. During the course of a twelve (12) month period, an alarm user shall be entitled to one (1) false alarm response to their site without penalty. Should more than one (1) false alarm response occur during a twelve (12) month period, the alarm user would be fined $145 for the second occurrence, and again for each subsequent occurrence within twelve (12) months of the most recent response to a false alarm (Section 11-72). False alarm response standards apply to "monitor it yourself" alarm users.

The amended Ordinance promotes alarm user responsibility, and holds them accountable if their system(s) causes an excessive number of false alarms. Alarm users who have more than five (5) false alarms at their alarm site during the course of one (1) year, or do not pay false alarm fines

within a period of sixty (60) days are subject to having their alarm permit suspended or revoked (Section 11-72).

Upon suspension or revocation of an alarm site's permit, the Police Department would cease responses to burglar alarms. However, absent a written request from the alarm user requesting otherwise, the Police Department would continue responses to those alarm types that are designed to safeguard life safety, such as robbery, panic, and duress alarms (Sections 11-72(D)(1) and 11-72(E)(1)). However, any response to suspended or revoked alarm sites shall be addressed with fines, regardless of alarm call disposition (Sections 11-72(D)(2) and 11-72(E)(2)).

The Police Department's alarm administrator, a designated staff member, will serve to work with alarm owners to develop a plan to correct future problems with the alarm system, to help prevent future additional false alarm fines.

Alarm User Accountability

Alarm users are required to apply and pay for their annual permit within thirty (30) days of the site's alarm system installation (Section 11-69(A)). This includes conventional "do it yourself" alarm systems that an alarm business monitors (Section 11-69(C)). Permitting requirements do not apply to "monitor it yourself" alarm systems that are "self-monitored" by the alarm owner. Operating a security alarm system with an expired permit is a correctable infraction, provided that the permit had been in an expired status for less than sixty (60) days, and that the permit fee is paid within ten (10) days of being noticed for the violation (Section 11-69(B)(2)). Operating a professionally monitored security alarm system without ever having obtained a valid permit for the alarm site, is a non-correctable infraction (Section 11-69(B)(1)).

Under the proposed Ordinance, alarm users are responsible for diligently responding, or sending a representative to an alarm site within forty-five (45) minutes of a request by City staff to deactivate a malfunctioning alarm system, to provide needed access to the alarm site, or to assume responsibility for an alarm site that is unsecured. In the event that the alarm user is unwilling or unable to respond to the alarm site after being notified by City staff, the alarm user may be subject to standard cost recovery from the City, for incurred personnel and equipment costs (Section 11-64.3(A)(1)). Additionally, this could include costs to secure the location.
The Ordinance also addresses intentional misuse of alarm systems to summon a response. It shall be unlawful to intentionally activate an alarm system, including panic or duress alarms, to summon law enforcement when no burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises. Violators of this provision will be subject to a civil penalty of two hundred and fifty dollars ($250) per occurrence (Section 11-68(A)).

Fire Alarms

Due to changes in technology, cost of delivering services and the overall goal of reducing false alarms city wide, the Fire Department is recommending changes to the current Alarm Ordinance.

In 2017, the Fire department responded to 601 calls for fire alarm systems. As with security alarms, most of these calls were due to malfunctions, user error, or other non-emergency situations. Responding to false alarms has a ripple effect on the delivery of emergency services to the entire community. When a unit is out of the station responding to a false alarm, a fire engine from a different district is dispatched for the emergency, delaying the needed assistance. This can create a chain of events that can leave gaps in response areas.

The proposed Ordinance provides the Fire Department with more tools to promote safety, assist in enforcing codes, and emphasize proper testing and maintenance of fire alarm systems. In addition to these changes, the proposed fire alarm Ordinance will assist the Fire Department with cost recovery for responses to excessive false alarms. Every commercial building in the City of Oxnard that has fire sprinklers would continue to be required to have and maintain a monitored fire alarm system.

The proposed amendment to the alarm Ordinance will document what efforts to enforce the requirement for the business/owner to maintain their alarm systems. When a commercial property has excessive false alarms, the Fire Department will conduct a thorough "Fire Life Safety" inspection to determine the condition of the alarm/property. Depending on the type or size of the property, costs range between $91 and $305. This inspection would occur after two (2) confirmed false alarm responses. The goal of the inspection is to identify any deficiencies in the alarm system, and ensure the business is operating according to all fire/city code requirements. If the inspection does not remediate the issues, and the business/owner continues to have additional false alarms, the Fire Department will seek cost recovery for the engine company response. These costs would be based on costs related to personnel and equipment.

As for single-family residential properties, the Fire Department does not anticipate a high volume of excessive false alarms due to the fact most single family residents do not have monitored fire alarms. However, for those that do, the Fire Department will apply the same principle for a visit/letter after two (2) false alarms in the current calendar year. If the corrections are not made and the residence continues to have false alarms, a fee for cost recovery will be applied.

In order for Oxnard's residents, business people, and alarm monitoring companies to understand the new alarm Ordinance, the Police Department and Fire Department will engage in community outreach following adoption.

Security Alarm Fees and Fines Resolutions

These resolutions introduce contemporary fees, civil fines and penalties for violations of the proposed Ordinance. Those fees, civil fines and penalties are as follows:

Description	Current Fine / Fee	Proposed Fine / Fee	Applicable Proposed Section
Alarm permit fee (annual)	$40 per year	$25 per year	11-70.1(C)
Cost recovery for waiting for alarm user to respond (past 45 minutes after notifying alarm user of need to respond)	N/A	Cost of on-scene personnel (hourly rate x amount of time)	11-64(A)(1)
1st false alarm response during 12 mo. period	$0	$0	11-72(A)
2nd + false alarm response during 12 mo. period	$145 per response	$145 per response	11-72(A)
Operation of alarm system without ever obtaining permit	N/A	$250	11-69(B)(1)
Operation of alarm system with expired permit	N/A	$145 Correctable if less than 60 days since expiration.	11-69(B)(2)
Operation of alarm system with suspended permit (regardless if false alarm of not) (Includes response to suspended alarm site)	N/A	$145 per response	11-72(D)(2)
Operation of alarm system with revoked permit (regardless if false alarm of not) (Includes response to revoked alarm site)	N/A	$290 per response	11-72(E)(2)
Intentionally cause false alarm	N/A	$250 per occurrence	11-68(A)
Intentional false statement of material information on permit application	N/A	$500 plus possible suspension or revocation	11-68(B)
Improper alarm call verification procedures by alarm business (once pattern is established)	N/A	$100 per occurrence (written warning required prior to fine)	11-73(C)(2)
Alarm business willfully makes a false statement concerning the inspection of a security alarm site or the performance of a security alarm system	N/A	$1,000 per occurrence	11-73(C)(3)

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

FINANCIAL IMPACT

There is no cost to the General Fund. Changes in revenue from fees, fines, and penalties are anticipated to be negligible.

Prepared by: Jason Benites, Assistant Police Chief; Jason Zaragoza, Deputy City Attorney; and Sergio Martinez, Fire Department Battalion Chief.

ATTACHMENTS:

ALARM ORDINANCE

SCHEDULE OF CIVIL FINES

SECURITY ALARM FEES RESOLUTION

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING CHAPTER 11 ARTICLE II OF THE OXNARD CITY CODE REGARDING ALARM SYSTEMS

WHEREAS, the Oxnard Police Department classifies security alarm calls into two general categories: commercial and residential; and

WHEREAS, about 98% of alarm calls received by communication centers nationwide are false alarms; and

WHEREAS, in 2017, 97.23% of Oxnard's commercial alarms and residential alarms were false alarms, and an additional 1.69% were caused by uncontrollable events such as weather; and

WHEREAS, police response to false alarms, and the time spent investigating these calls detracts from availability to promptly respond to bona fide calls for service; and

WHEREAS, the proposed ordinance promotes alarm user responsibility, and holds users accountable if their system(s) cause an excessive number of false alarms; and

WHEREAS, a high incidence of Fire Alarm and/or Nuisance Fire Alarms dispatching causes a significant use of fire department resources by the dispatch of emergency units to the scene of non-emergency Fire Alarm signal, which renders them out of service and unavailable to respond to other emergency situations; and

WHEREAS, continued high incidence of Fire Alarm and/or Nuisance Fire Alarm dispatching are a threat to the health, safety and welfare of the citizens and fire department personnel of the City of Oxnard.

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

Part 1. Sections 11-65 through 11-125 of Article II of Chapter 11 of the Oxnard City Code are hereby repealed.

Part 2. Sections 11-63 through 11-91 are hereby added to the Oxnard City Code to read as follows:

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///
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"*ARTICLE II. ALARM SYSTEMS*
DIVISION 1. SECURITY ALARMS (POLICE)

SEC. 11-63. SECURITY ALARMS: DEFINITIONS.

For the purpose of this article, the following words and terms shall have the following meanings:

(A) ALARM - A sound, signal or message generated by an alarm system, alarm user or other person.

(B) ALARM ADMINISTRATOR - The person or entity designated by the Police Chief to administer and determine security alarm system permit applications, permits, and alarm dispatch requests.

(C) ALARM AGENT - A person employed by an alarm business, whose duties include installing, maintaining, moving, repairing, altering, replacing, or servicing alarm systems.

(D) ALARM BUSINESS - A business that sells, leases, installs, moves, maintains, repairs, alters, replaces, services or monitors alarm systems, not including a business that only sells alarm systems from a fixed location, or that only manufactures alarm systems sold to retailers, and not to the public.

(E) ALARM CALL CONFIRMATION - An attempt by the alarm company or its representative to contact the alarm site by telephonic or other electronic means, whether or not actual contact with a person is made, before requesting law enforcement dispatch, in an attempt to avoid an unnecessary alarm dispatch request.

(F) ALARM CANCELLATION - The termination of an alarm response following an alarm business's dispatch request, when the alarm business advises the Police Department that there is not a situation at the alarm site that requires a response. If cancellation occurs prior to police or fire personnel arriving at the scene, this shall not be considered a false alarm for the purpose of civil penalty.

(G) ALARM DISPATCH - A notification to police or fire personnel that an alarm has been activated at an alarm site and a response is requested.

(H) ALARM SITE - A single fixed premises or location served by an alarm system or systems. Each unit, if served by a separate alarm system in a multi-unit building or complex, shall be considered a separate alarm site.

(I) ALARM SYSTEM - Any device, whether mechanical or electrical, designed and used to notify police or fire personnel, either directly or through a third party, of an event to which police or fire personnel are requested to respond. An alarm system does not include a battery operated smoke detector or the conventional use of a cellular or landline telephone. An alarm system

includes both manual and automatic alarm systems. An alarm system that notifies police personnel is a security alarm system. An alarm system that notifies fire personnel is a fire alarm system.

(J) ALARM USER - An individual, corporation, partnership, association, organization or other entity, including a permittee, owning, leasing or controlling an alarm site.

(K) AUDIBLE ALARM - An alarm system device that, when activated, emits an audible sound at or around the alarm site.

(L) AUTOMATIC ALARM SYSTEM - An alarm system that is activated automatically by one or more sensors such as, but not limited to, motion detectors, reed switches, vibration sensors, acoustic sensors, glass break detectors, smoke sensors, heat detectors or fire suppression devices. Manually activated alarms or alarms operating from a mobile security device are not automatic alarms.

(M) AUTOMATIC DIALING DEVICE - A device that automatically sends over regular telephone lines, by direct connection or otherwise, a prerecorded voice message or coded signal indicating the existence of some type of emergency to which police or fire personnel are requested to respond.

(N) BUILDING - A structure used or intended for use as human habitation, including attached non-habitable areas, such as storage and garage areas, and excluding yards and open areas, and detached accessory buildings not used or intended for use as human habitation.

(O) DURESS ALARM - A silent alarm system signal generated by the entry of a designated code into an arming station, in order to signal that the alarm user is being forced to turn off the system and requests a law enforcement response.

(P) EXCESSIVE FALSE ALARM - The occurrence of two (2) or more false alarms, generated by an alarm user's alarm system, within a twelve (12) month period.

(Q) FALSE ALARM - An alarm to which responding personnel, having investigated the alarm site, find no evidence of a situation requiring a response by such personnel, or, except for an alarm based on fire or medical emergency, find that the alarm site contains one or more unsecured exterior doors or windows. A false alarm includes an alarm caused by a power outage, but does not include an alarm caused by a force majeure or an extraordinary condition not reasonably within the control of the alarm business or alarm user. False alarms include situations involving an authorized person or persons at the alarm location who do not use the proper alarm code.

(R) FEE - means the assessment of a monetary charge based on the cost of services provided by the city, payable to the city pursuant to this Division.

(S) FINE - means the assessment of a monetary charge for noncompliance with this Division payable to the city pursuant to this Division.

(T) HEARING OFFICER - A person appointed by the city to hear and decide certain matters arising under this article.

(U) MANUAL ALARM SYSTEM - An alarm system that is hand-activated by one or more devices such as, but not limited to: buttons, keys, switches, rails, and are sometimes referred to as panic alarms, panic buttons, trouble alarms, hold-up alarms, emergency buttons, emergency keys, medical alarms, robbery alarms, duress alarms, takeover alarms, hostage alarms, ambush alarms, bill traps, money traps, medical alarms, pull stations, early morning switches, foot rails, or foot switches.

(V) MONITORING - The process by which an alarm business or alarm user receives signals from alarm systems, or otherwise monitors alarm sites and relays an alarm dispatch request to response personnel.

(W) "MONITOR IT YOURSELF" ALARM SITE - An alarm site that is monitored directly by its alarm user and not by an alarm business.

(X) PANIC ALARM - A manual alarm system designed to alert others of emergency situations where an immediate threat to persons or property exists.

(Y) PERMITTEE - A person holding a valid alarm system permit issued pursuant to this article, or a person having an alarm system for which this article does not require a permit.

(Z) PERMIT REVOKED - The status of an alarm permit that has been rendered null and void as a result of excessive false alarms and/or other violations of this article.

(AA) PERMIT SUSPENDED - The status of an alarm permit that has been rendered inactive as a result of excessive false alarms and/or other violations of this article, and until corrected is not valid.

(BB) PERSON - Any person as defined in section 1-3 of the city code or any other firm, institution or public entity.

(CC) POLICE OR FIRE PERSONNEL – sometimes referred to as "officer" throughout this article; employees of the city's police and fire departments; employees of police and fire departments of other public entities with which the city has entered into mutual aid agreements.

(DD) PRIVATE PATROL OPERATOR - A person licensed as a private patrol operator by the Chief of the California Bureau of Security and Investigative Services pursuant to Cal. Business and Professions Code, Section 7582.11, and holding a current city business tax certificate for a private patrol business.

(EE) ROBBERY ALARM / HOLD UP ALARM /211 ALARM - A silent alarm generated by a manual alarm system located at a place of business, or residence, intended to signal that a robbery is in progress or that the alarm site is being taken over by intruders.

(FF) SECURITY ALARM SYSTEM - An alarm system that is intended to notify and/or request the dispatching of police personnel.

(GG) SILENT ALARM - An alarm system device that is connected to a telephone line, and when activated, automatically transmits a message or signal to an alarm business, indicating the request for an response to the alarm site.

(HH) UNSECURED - Not equipped with a functioning lock, bar or other device that is attached to or in contact with the door or window, that is in the fixed or locked position, and that prevents the door or window from being opened from the exterior of the alarm site without breaking the door or window.

SEC. 11-64. DUTIES

The city council finds and determines that alarm businesses, alarm agents, and alarm users shall adhere to the requirements prescribed in this article.

SEC. 11-64.1. SECURITY ALARM BUSINESS DUTIES.

A security alarm business performing or contracting monitoring services shall:

(A) Establish and maintain written procedures to ensure efforts are made to verify alarm signal activations prior to making a dispatch request to the Police Department, with exception given to robbery alarms, panic alarms, or duress alarms.

(B) Alarm call confirmation requirements: With exception to robbery, panic, or duress alarms, alarm signals received from a commercial burglar alarm system or a residential burglar alarm system shall be processed in accordance with the following procedures:

(1) Call #1: Upon receipt of the alarm signal, and prior to making an alarm dispatch request, the monitoring facility shall attempt telephonic confirmation with the alarm site's designated primary contact number.

(2) Call #2: If a monitoring facility operator is not successful at making direct, verbal contact with a person on the first call to the alarm site's primary designated number, the monitoring facility shall make a call to the alarm site's designated secondary contact number before making an alarm dispatch request.

(3) Person on premises without proper alarm code: If the monitoring facility reaches a designated contact number, and the person answering the phone does not have the

correct pass code, the monitoring facility may notify the Police Department to initiate an alarm dispatch.

(4) Scheduled events: If an alarm signal is received in connection with an abort/cancel event, then the operator shall not contact the Police Department.

(5) Alarm confirmed as false: If the alarm is confirmed as being false during the first, second, or succeeding call, or as a result of getting a valid pass code, the monitoring facility operator shall cancel any previous alarm dispatch request. If cancellation occurs prior to police or fire personnel arriving at the scene, this shall not be considered a false alarm for the purposes of assessing civil penalties.

(6) Notification call: The monitoring facility's operator shall notify the Police Department and initiate an alarm dispatch.

(7) Call lists and priority: Following the notification to the Police Department and subsequent alarm dispatch request, the monitoring facility shall continue efforts to attempt to contact additional designated telephone numbers on the alarm site's entire designated call list, with the intent to achieve a cancellation of the alarm dispatch request if it is verified that no emergency exists. Subsequent to dispatch of police personnel, the priority of notification calls to the telephone numbers in a customer's database shall first be two telephone numbers with the highest probability of reaching an alarm user or their authorized designee.

(8) Additional methods: Audio-based confirmation, video-based confirmation, or cross-zoning shall be permitted in place of first and second layer call confirmation, and shall be considered in compliance with this section.

(9) Call confirmation procedures in subsections (B)(1) and (B)(2) of this section shall not apply to gun stores, banks, pharmacies, and other specific locations determined by the Police Chief.

(C) Maintain records for at least two (2) years following a request for an alarm dispatch to an alarm site: records relating to the dispatch, including the name, address and telephone number of the alarm user; the alarm system zones or points activated; the time of request for dispatch; and information concerning the alarm businesses attempt to contact the alarm site's designated contacts by telephone or other electronic means before requesting the dispatch.

(D) Make such records available to the Alarm Administrator upon request.

(E) Not install a single-action, non-recessed button as a device to activate a manual alarm.

(F) Not install an automatic dialing device in an alarm system.

(G) When making alarm dispatch requests, not use incorrect, misleading or unverified information or terminology, or withhold information to facilitate an alarm dispatch.

(H) After making an alarm dispatch request, remain in continuous contact with police or fire personnel if requested.

(I) Provide its alarm user clients with a written or digital copy of this article, in order to inform them of its provisions and requirements.

SEC. 11-64.2. ALARM AGENT DUTIES.

An alarm agent shall, on request, display the registration issued by the California Department of Consumer Affairs to any alarm user, police or fire personnel, or Alarm Administrator.

SEC. 11-64.3. ALARM USER DUTIES.

(A) If requested, an alarm user shall respond or make a representative available to respond to the alarm site within forty-five (45) minutes of notification by City staff to deactivate a malfunctioning alarm system, to provide needed access to the alarm site, or to assume responsibility for an alarm site that is unsecured.

1) If the alarm user is unwilling or unable to respond to the alarm site within forty-five (45 minutes) after city staff requests a response from the alarm user, the alarm user shall be subject to cost recovery from the city, for personnel and equipment costs incurred for the time after the forty-five (45) minutes of being notified by city staff has passed.

2) If the alarm user is unresponsive, unwilling, or unable to respond to the alarm site, and the site cannot be secured by police personnel, the city shall be held harmless for leaving the site unsecured.

(B) An alarm user shall maintain at each alarm site a set of operating instructions for each alarm system.

SEC. 11-64.4. ALARM USER DUTIES IMPOSED JOINTLY AND SEVERALLY.

The duties imposed by this article on alarm users are imposed jointly and severally on each alarm user for an alarm site, regardless of whether each alarm user installed, operated or knew of the existence of an alarm system at the alarm site.

SEC. 11-64.5. BUSINESS TAX CERTIFICATES.

Before doing any business in the city, alarm businesses and those alarm agents who are independent contractors shall obtain a business tax certificate from the city.

SEC. 11-65. SILENT OR AUDIBLE ALARM, PRESUMPTION.

When a silent or audible alarm of an alarm system is activated, a conclusive presumption arises that an alarm dispatch request is made, whether by an alarm user, an alarm business, or another person hearing or otherwise alerted by the alarm.

SEC. 11-66. NO DUTY TO RESPOND.

Nothing in this article shall impose a duty on city personnel to respond to any security alarm, whether or not the alarm is false.

SEC. 11-67. EXEMPTIONS.

The provisions of this article shall not apply to:

(A) Mobile security devices.

(B) Alarm systems that are designed to alert only the inhabitants of the alarm site and that do not have audible alarms that can be heard beyond the interior of the alarm site.

(C) Video doorbell systems.

SEC. 11-68. PROHIBITED ACTS.

(A) It shall be unlawful to intentionally or willfully activate a security alarm system, including a robbery, panic, or duress alarm for the purpose of summoning law enforcement when no burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm. Violators of this provision shall be subject to a civil penalty of two hundred fifty dollars ($250) per occurrence.

(B) Any person who makes any intentionally false statement of a material matter in the application for their permit shall be subject to a fine of five hundred dollars ($500), and their alarm permit may be subject to suspension or revocation for a period of up to one (1) year.

DIVISION 2. ALARM SYSTEM PERMITS

SEC. 11-69. ALARM SYSTEM PERMIT REQUIRED.

(A) Alarm user: An alarm user is required to apply for, and pay for, an alarm system permit within thirty (30) days after the installation of an alarm system.

(B) Alarm user: Except as provided in Section 11-67, no person or business shall operate a security alarm system in the city without first obtaining a permit from the Police Department or Alarm Administrator, in accordance with the provisions of this article.

1) Operating a security alarm system without a valid permit for the alarm site is an infraction, punishable by a fine in an amount adopted by city council resolution.

2) Operating a security alarm system with an expired permit is an infraction, punishable by a fine in an amount adopted by city council resolution.

    a) Operating an alarm system with an expired permit is a correctable violation, provided that the alarm permit had been in an expired status for less than sixty (60) days, and that the alarm user pays the required permit renewal fee within ten (10) calendar days of being noticed for the violation.

    b) Penalties for responses to false alarms at the alarm system site are considered separately.

(C) Any alarm site that is monitored by an alarm business is required to obtain a permit.

SEC. 11-70. SECURITY ALARM APPLICATION; FEES, APPEALS

Sections 11-70.1 through 11-70.5 shall govern the security alarm application process, related fees, and appeals process.

SEC. 11-70.1 SECURITY ALARM APPLICATION

(A) An initial application for an alarm system permit shall be on a form provided by the Alarm Administrator, and shall be filed with the Alarm Administrator. Renewal applications for alarm system permits shall require the permittee to update the information contained in the initial application. The Alarm Administrator shall advise the alarm permittee at least thirty (30) days before the permit expires.

(B) The owner or property manager of a multi-unit structure containing alarm systems in unoccupied units or in common, storage or equipment areas shall obtain an alarm system permit in accordance with subsection (A) of this section for each such alarm system.

(C) Each initial and renewal application shall be submitted with a nonrefundable fee, in an amount set by resolution of the city council.

(D) A person whose request to submit an application without paying a fee or surcharge is denied by the Alarm Administrator may file with the Alarm Administrator a notice of appeal, stating the reasons why the applicant is entitled to file such application without paying the fee or surcharge. The notice of appeal shall be accompanied by the appeal fee set by resolution of the city council. The appeal procedure is provided in Section 11-70.4, excluding subsection (D) thereof. Instead of the procedure provided in Subsection 11-70.4(E), the appellant shall first present evidence, by written statement or otherwise, that he/she is entitled to exemption from the

fee or surcharge, and the Alarm Administrator may then present evidence that the appellant is not entitled to exemption.

(E) Permits are not transferable to another alarm user or another alarm site.

(F) Permits shall be issued for one (1) year periods, and are valid from the date the permit is issued until one (1) calendar year after the permit is issued.

SEC. 11-70.2. PERMIT ISSUANCE OR DENIAL.

The Alarm Administrator shall determine whether the alarm system described in the application meets the standards established by this article. If so, the permit shall be issued. If not, the permit shall be denied. If denied, the Alarm Administrator shall state in writing the reasons why an alarm system does not meet the standards established by this article.

SEC. 11-70.3. RIGHT TO APPEAL.

(A) Within ten (10) days after the Alarm Administrator determines whether the alarm system meets the standards established by this article, the Alarm Administrator shall send a permit to an applicant whose alarm system meets such standards, or shall send to an applicant whose alarm system does not meet such standards a notice that the application is denied, together with a statement of reasons why the alarm system does not meet such standards.

(B) A notice that the application is denied shall also advise the applicant of the right to appeal by filing a notice of appeal with the Alarm Administrator within fifteen (15) days after the notice of denial was mailed. The notice of appeal shall state the reasons why the alarm system is claimed to meet the standards established by this article and shall be accompanied by the appeal fee set by resolution of the city council.

SEC. 11-70.4. APPEAL PROCEDURE.

(A) On receipt of the notice of appeal and the appeal fee, the Alarm Administrator shall immediately refer the notice of appeal to a hearing officer, who shall schedule a hearing within thirty (30) days after the notice of appeal is filed.

(B) The hearing officer shall provide the appellant at least ten (10) calendar days notice of the time and place of hearing by personal service, or by depositing the notice in the United States mail, postage prepaid, addressed to the appellant at the address stated in the notice of appeal.

(C) The appellant may appear at the hearing in person or through a representative. The appellant may also submit a written statement of the appellant's position, which the hearing officer shall consider if the hearing officer receives the statement at or before the time of the hearing.

(D) The hearing officer shall determine all issues raised in the appeal. The hearing officer shall conduct the appeal in an informal manner, and shall not be bound by the technical rules of evidence. The hearing officer shall make a decision on the basis of the preponderance of the evidence.

(E) The Alarm Administrator shall first present evidence that the alarm system does not meet the standards established by this article. The appellant may then present evidence, by written statement or otherwise, that the alarm system does meet the standards established by this article.

(F) Within fourteen (14) calendar days of the conclusion of the appeal, the hearing officer shall issue and mail to the appellant a written decision containing a statement of the reasons on which the decision is based.

(G) The decision of the hearing officer shall be final and maybe reviewed only within the time and in the manner provided by California Code of Civil Procedure, Sections 1094.5 and 1094.6.

SEC. 11-70.5. CHANGE IN APPLICATION INFORMATION.

Whenever any change occurs in the information contained in the application, the alarm permittee shall give the Alarm Administrator written notice of the change within thirty (30) days of the date that the change becomes effective. Failure to do so may prompt a review of the permit's status by the Alarm Administrator.

DIVISION 3. SECURITY ALARM SYSTEM STANDARDS

SEC. 11-71. SECURITY ALARM SYSTEM STANDARDS.

All security alarm systems and appurtenant equipment shall meet the standards contained in this article.

SEC. 11-71.1. DEACTIVATION OF AUDIBLE ALARM.

(A) Every audible alarm shall have a timer that automatically deactivates the alarm within fifteen (15) minutes after it begins to emit sound.

(B) If an audible alarm continues to emit sound after police personnel has been on the scene for at least forty-five (45) minutes, whether continuously or intermittently, police personnel may take reasonable measures to silence the alarm, and shall not be liable to the alarm user for any damage to the alarm system caused thereby, or for any other matter arising out of silencing the alarm.

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SEC. 11-71.2. EMERGENCY POWER SUPPLY.

Alarm systems shall be equipped with an uninterruptible power supply so that the failure or interruption of utility electricity will not activate or deactivate the alarm system. The emergency power supply must be capable of at least four (4) hours of operation.

SEC. 11-71.3. AUTOMATIC DIALING DEVICE.

An alarm system shall not consist of or include an automatic dialing device.

SEC. 11-71.4. AUDIBLE ALARMS.

An alarm system shall not consist of or include an audible alarm that:

(A) Sounds similar to the noise made by an emergency vehicle, siren, or civil defense warning system.

(B) Activates for any purpose other than detection of an unauthorized entry into the alarm site, or a hazard requiring attention.

SEC. 11-71.5. ACTIVATION OF ALARMS.

(A) Manual alarms installed on or after January 1, 2018 shall not be activated by means of a single-action, non-recessed button.

(B) An alarm user shall not activate a manual alarm system for any situation other than an unauthorized entry into the alarm site or a hazard requiring attention.

DIVISION 4. EXCESSIVE FALSE ALARMS

SEC. 11-72. EXCESSIVE FALSE ALARMS PROHIBITED.

(A) A false alarm generated by a security alarm system with two (2) or more false alarms during a twelve (12) month period is an excessive false alarm, and is a violation of this article.

(B) The excessive false alarm fees and penalties referred to in Section 11-73 are civil penalties for which an alarm user is liable. If an alarm user does not timely pay the fees and penalties when billed in accordance with Section 11-74.2, the city may recover such fees and penalties by any legally enforceable means.

(C) If an alarm user does not make payment within sixty (60) days for excessive false alarm fees and penalties referred to in Section 11-73, when billed in accordance with Section 11-74.2, the city shall suspend the alarm user's permit.

(D) A suspension of an alarm user's permit includes the cessation of police responses to burglary alarm calls to a specified alarm site.

(1) Absent the alarm user's written request to their alarm service and the Alarm Administrator that indicates otherwise, the suspension of an alarm user's permit will not discontinue dispatch responses to the alarm site for robbery, panic, and duress alarms.

(2) All police alarm dispatch responses to the alarm site whose permit has been suspended shall be treated and fined as the equivalent of a response to an excessive false alarm, regardless of circumstance or call disposition.

(E) If a security alarm system generates five (5) or more false alarms within a period of twelve (12) consecutive months, the city may revoke the permit for the alarm system, regardless of whether or not the alarm user has made timely payment excessive false alarm penalties.

(1) Absent the alarm user's written request to their alarm service and the Alarm Administrator that indicates otherwise, the revocation of an alarm user's permit will not discontinue dispatch responses to the alarm site for robbery, panic, and duress alarms.

(2) All police alarm dispatch responses to an alarm site whose permit has been revoked shall be treated and fined at an amount established by city council resolution, regardless of circumstance or call disposition.

(3) Revoked alarm permits that persist with five (5) or more false alarms following the permit's revocation shall be deemed a nuisance, and may be abated at the alarm user's cost.

(F) Sections 11-72 (A)(B) shall apply to "monitor it yourself" alarm sites.

SEC. 11-73. FEES AND PENALTIES FOR EXCESSIVE FALSE SECURITY ALARMS.

(A) Alarm related fees and penalties shall be established by city council resolution.

(B) An alarm user shall pay for each excessive false alarm, and its associated fees and penalties, amounts established by city council resolution.

(C) An alarm business shall pay fees and penalties established by city council resolution.

1) A false alarm includes an alarm activation directly caused by an onsite employee of an alarm business.

a) A false alarm directly caused by an onsite employee shall be counted toward the number of excessive false alarms against the alarm business, and not counted against the alarm user.

b) The count toward the number of excessive false alarms against the alarm business is limited to the alarm site's location, and not count toward the overall operation of the alarm business.

2) If a pattern of improper alarm call confirmation is established by an officer, the alarm business shall be issued a civil fine of one hundred dollars ($100) per occurrence for failure to follow the required alarm call confirmation procedures, as prescribed in Section 11-64.1. Prior to the issuance of a civil fine, the Alarm Administrator shall first warn the alarm business in writing that improper alarm call confirmation was detected, cite the instance(s) in which the improper call confirmation occurred, and warn that additional lapses within twelve (12) months of the warning may result in a civil fine.

3) If an alarm business employee, or alarm agent willfully makes a false statement concerning the inspection of an alarm site or the performance of an alarm system, the alarm business shall be issued a civil fine of one thousand dollars ($1,000) per occurrence.

SEC. 11-74. FALSE ALARM NOTICES, BILLS FOR FINES AND FEES; HEARING

Sections 11-74.1 through 11-74.2 shall govern the security alarm application process for noticing false alarms, bills for fines and fees, and the hearing process.

SEC. 11-74.1. FALSE ALARM NOTICES.

(A) A retrievable record shall be generated for every alarm dispatch request to which police personnel respond.

(B) The Alarm Administrator shall prepare a notice of false alarm responses, including the date and time of response; an identification of the responding agency; a statement urging the alarm user to ensure proper operation of the alarm system in order to avoid fees and penalties; and the fees and penalties that are in effect for false alarms.

(C) The Alarm Administrator shall deposit such notice in the United States mail, postage prepaid, addressed to the alarm user at the mailing address stated in the application for the alarm permit for the alarm site. If an alarm permit is not in effect for the alarm site, the Alarm

Administrator shall address the bill to the owner of the alarm site, as shown in the records of the Ventura County Assessor.

SEC. 11-74.2. BILLS FOR FINES, FEES AND PENALTIES; HEARING.

(A) The Alarm Administrator shall review each record prepared for alarm dispatch requests, and determine whether an alarm permit is required for the alarm site, and if so, whether an alarm permit is in effect for the alarm site. The Alarm Administrator shall determine if the permit was valid at the time of the alarm dispatch requests. If an alarm permit is required and is either not in effect or never existed, the Alarm Administrator shall mail to the alarm user an application form for an alarm permit and a bill for the fee and penalty referred to in Section 11-69 (B).

(B) When the Alarm Administrator determines that an excessive false alarm has occurred, whether or not an alarm permit is required for the alarm site, the Alarm Administrator shall mail to the alarm user a bill for the prescribed fees and penalties.

(C) The Alarm Administrator shall mail a bill to each alarm user that incurs a fine, fee or penalty.

(D) The fines, fees and penalties referred to in this article are cumulative. The Alarm Administrator may prepare a separate bill for each fine, fee and penalty, or may include in the same bill all or some of the fines, fees, and penalties incurred by an alarm user.

(E) Each bill shall state that the alarm user shall pay the bill within thirty (30) days of the date the bill was mailed.

(F) The Alarm Administrator shall deposit each bill in the United States mail, postage prepaid, addressed to the alarm user at the mailing address stated in the application for the alarm permit for the alarm site. If an alarm permit is not in effect for the alarm site, the Alarm Administrator shall address the bill to the owner of the alarm site, as shown in the records of the Ventura County Assessor.

(G) The Alarm Administrator shall include with every bill such information that provides an overview of the process, including fees, fines and penalties if not timely paid.

(H) If the fees, fines and penalties are not timely paid, the hearing officer shall hold a hearing and issue a decision as to whether imposition of the fees, fines and penalties is justified by this article. The hearing officer shall hold the hearing in the manner set out in Subsections 11-75.2 (C) through (F) of this article, whether or not the alarm user attends the hearing.

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DIVISION 5. SUSPENSION OR REVOCATION OF SECURITY ALARM PERMIT

SEC. 11-75. SUSPENSION OR REVOCATION OF SECURITY ALARM PERMIT; PROCEDURES

Sections 11-75.1 through 11-75.3 shall govern the suspension and revocation of security alarm permits, and related procedures.

SEC. 11-75.1 SUSPENSION OR REVOCATION OF SECURITY ALARM PERMIT

(A) An alarm user's permit shall be suspended or revoked when an alarm system generates five (5) or more false alarms in a period of twelve (12) consecutive months.

(B) In accordance with the procedure contained in Section 11-72(C), a permit may be suspended or revoked if the permittee fails to make timely payment of false alarm dispatch fees, or false alarm fines or penalties.

(C) The city shall suspend burglary alarm call dispatches to alarm sites whose permit is in a suspended or revoked status.

1) Absent the alarm user's written request to their alarm business and the Alarm Administrator that indicates otherwise, the suspension of an alarm user's permit will not discontinue responses to robbery, panic, and duress alarms.

2) Regardless of circumstance or call disposition, all police alarm dispatches to the alarm site whose permit is under suspension shall be treated and fined as the equivalent of a response to an excessive false alarm, as prescribed in Subsection 11-72(D)(2).

3) Regardless of circumstance or call disposition, all police alarm dispatches to an alarm site with a revoked alarm permit shall be treated and fined at an amount established by city council resolution, regardless of circumstance or call disposition, as prescribed in Subsection 11-72(E)(2).

SEC. 11-75.2. NOTICE AND HEARING.

(A) The hearing officer shall give to the permittee written notice of the Alarm Administrator's recommendation for revocation or suspension of the permit. Such notice shall include the reason for the proposed revocation or suspension and the time, place and date of a hearing thereon, which date shall be no sooner than ten (10) days or longer than fifteen (15) days from the date of

the notice. Such notice shall be deposited in the United States mail, postage prepaid, addressed to the permittee at the mailing address stated in the application for the permit.

(B) The hearing shall be held before a hearing officer, who shall decide all issues raised by the proposed revocation or suspension. The permittee may appear at the hearing in person or through a representative. The permittee may also submit a written statement of the permittee's position, which the hearing officer shall consider if the hearing officer receives the statement at or before the time of the hearing.

(C) The hearing officer shall conduct the hearing in an informal manner and shall not be bound by the technical rules of evidence. The hearing officer shall make a decision based on the preponderance of the evidence presented at the hearing.

(D) The Alarm Administrator shall first present evidence of the basis for the recommended action. The permittee (or other person billed pursuant to Section 11-74.2) may then present evidence, by written statement or otherwise. The burden of proof by preponderance of the evidence is on the Alarm Administrator.

(E) Within fourteen (14) days of the conclusion of the hearing, the hearing officer shall issue and mail to the permittee (or other person billed pursuant to Section 11-74.2) a written decision containing a statement of reasons on which the decision is based. If the hearing was held pursuant to Subsection 11-74.2(H), and the decision is that imposition of the fees and penalties is justified by this article, the decision shall also add to the amount of the fees and penalties a fee for the hearing and provide that interest at the rate provided by resolution of the city council shall be added to the total amount until paid.

(F) The decision of the hearing officer shall be final and may be reviewed only within the time and in the manner provided by Cal. Code of Civil Procedure, Sections 1094.5 and 1094.6.

(G) A hearing not yet held or completed may be terminated or a suspension may be rescinded if the permittee proves to the satisfaction of the Alarm Administrator that action has been taken to resolve the basis for suspension.

SEC. 11-75.3. DUTIES AFTER SUSPENSION OR REVOCATION.

After a permit is suspended or revoked, the Alarm Administrator shall not issue a new permit for the same type of alarm system for which the permit was revoked at the same alarm site unless the applicant:

(A) Submits a new application; and

(B) Pays the application fee, and all due fines and penalties, and

(C) Submits a signed letter from an alarm business, indicating that the alarm business has inspected the alarm system, and has found that the alarm system is in good operating condition, and complies with the standards contained in this article.

DIVISION 6. ENFORCEMENT

SEC. 11-75.4. COLLECTION OF CIVIL DEBT.

The fees, fines and penalties imposed by this chapter shall be deemed a civil debt owed to the city by the alarm user or alarm business. If legal action is brought by the city or its assignee against the alarm user or alarm business to enforce collection of such fees, fines or penalties, any judgment rendered in favor of the city shall include costs of suit incurred by the city or its assignee, including reasonable attorneys' fees.

DIVISION 7. CONFIDENTIALITY

SEC. 11-76. CONFIDENTIALITY.

In the interest of public safety, to the extent allowed by local, state and federal laws, information contained in and gathered through the alarm registration applications, records relating to alarm dispatch requests, and applications for appeals shall be held in confidence by all employees or representatives of the city, and by any third-party administrator or employees of a third-party administrator with access to such information.

DIVISION 8. GOVERNMENT IMMUNITY

SEC. 11-77 GOVERNMENT IMMUNITY.

Alarm registration is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm registration, the alarm user acknowledges that law enforcement response may be influenced by factors such as: the availability of response resources, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels, and prior response history.

DIVISION 9. FIRE ALARMS

SEC. 11-78. PURPOSE

(A) The purpose of this Division is to encourage Owners and Fire Alarm Businesses to properly use and maintain the operational effectiveness of Fire Alarm Systems in order to improve their

reliability and reduce or eliminate false Fire Alarm and Nuisance Fire Alarm dispatching.

(B) This Division governs Fire Alarm Systems intended to summon fire department personnel and requires reporting the state mandated annual testing results to the Oxnard Fire Department via the Department's third party vendor for data collection. Assessment of fee based inspections for excessive Fire Alarms and Nuisance Fire Alarms dispatching, provides procedures for repeat offenders which may include cost recovery for the fire department response.

SEC. 11-79. FIRE ALARMS: DEFINITIONS

As used in this division, the following words and terms shall have the following meanings:

(A) ADOPTED CODE(S) - Codes adopted by this code. In the absence of any such Code adoption, the National Fire Protection Association National Fire Alarm & Signaling Code 72 ("NFPA 72") shall apply as referenced in one or more of the following codes; the National Fire Protection Association, Life Safety Code 101 ("NFPA 101"), International Building Code ("IBC"), California Fire Code ("CFC"), International Residential Code ("IRC").

(B) COMMERCIAL FIRE ALARM SYSTEMS - Those alarm systems installed in other than one-family and two-family homes.

(C) INITIATING DEVICE - A system component that originates transmission of a change- of-state condition, such as in a smoke detector, manual fire alarm box, or supervisory switch.

(D) ENFORCEMENT OFFICIAL - The Fire Chief or his or her designee.

(E) FALSE FIRE ALARM - The activation of any Fire Alarm System not caused by heat, smoke or fire, exclusive of a Nuisance Fire Alarm.

(F) FEE - The assessment of a monetary charge based on the cost of services provided by the City, payable to the City of Oxnard pursuant to this Division.

(G) FINE - The assessment of a monetary charge for noncompliance with this Division payable to the City of Oxnard pursuant to this Division.

(H) FIRE ALARM ACTIVATION REPORT - A document issued by the Enforcement Official indicating that the activation was deemed to be the result of fire alarm activation due to fire, a Nuisance Fire Alarm, or a False Fire Alarm.

(I) FIRE ALARM BUSINESS - Any individual, partnership, corporation or other entity that is appropriately licensed in the state/jurisdiction and installs, causes to be installed, permits to be installed, alters, maintains, repairs, replaces or services any Fire Alarm System.

(J) FIRE ALARM SYSTEM - A commercial or household system or portion of a combination

system consisting of components and circuits arranged to monitor and/or annunciate the status of a fire alarm or supervisory signal-initiating device(s) and to initiate the appropriate response to those signals.

(K) FIRE DEPARTMENT – The Oxnard Fire Department

(L) FIRE WATCH - An Enforcement Official approved person or persons assigned to the Premises for the purpose of protecting the occupants from fire or similar emergencies. A Fire Watch may involve at least some special action beyond normal staffing, such as assigning an additional security guard(s) to walk the Premises, who has been specially trained in fire prevention and in the use of fire extinguishers, in notifying the fire department, in sounding the Fire Alarm System located on the Premises, and in understanding the particular fire safety situation.

(M) MONITORED SYSTEM - The process by which a supervising station receives fire alarm, supervisory, and trouble signals, from a Fire Alarm System for the purpose of re-transmission.

(N) NUISANCE FIRE ALARM - The activation of any Fire Alarm System, which results in a response by the Fire Department, caused by mechanical failure, malfunction, improper installation, lack of proper maintenance, human activity that is determined by the Fire Chief or his or her designee to be negligent, or any other response for which the Fire Department personnel are unable to determine the apparent cause of the alarm activation. A false alarm includes an alarm caused by a power outage, but does not include an alarm caused by a force majeure or an extraordinary condition not reasonably within the control of the alarm business or alarm user.

(O) OWNER - Any person who owns the Premises in which a Fire Alarm System is installed or the person or persons, who lease, operate, occupy or manage the Premises.

(P) PREMISES - Any building, structure or combination of buildings and structures which serve as dwelling units such as single-family, multi-family or any other area within a building, structure or combination thereof which is used for any purpose, wherein a Fire Alarm System is installed.

(Q) QUALIFIED FIRE ALARM TECHNICIAN - Any person who inspects, installs, repairs or performs maintenance on Fire Alarm Systems. This person shall be: a) factory trained and certified; b) National Institute of Certification in Engineering Technologies (NICET) Fire Alarm Level II certified; c) Electronic Security Association (ESA) Certified Fire Alarm Technician; or d) licensed or certified by state or local authority.

(R) RECORD OF COMPLETION - The completion of a form equivalent to the record of completion form included in the National Fire Protection Association's National Fire Alarm

Code ("NFPA 72").

(S) REPORTING - The annual notification by the occupant/owner's contractor to the Fire Department's third party vendor for data collection, that a Commercial Fire Alarm System is installed and 100% tested.

(T) REPORT OF SERVICE/REPAIR - Appropriate documentation in a format acceptable to the Fire Department's third party vendor for data collection that verifies proper repairs or maintenance performed by the Fire Alarm Business and/or the Owner.

(U) RESPONSIBLE PERSON - Owner or Occupant responsible for the alarm system for the building /occupancy.

(V) SUPERVISING STATION - An approved facility that monitors the signals transmitted from a protected premises fire alarm system, at which trained personnel are in constant attendance to take the appropriate action in response to those signals.

SEC. 11-80. NOTIFICATION OF FIRE ALARM SYSTEM

(A) An annual notification shall be required for each commercial Fire Alarm System and a Record of Completion shall be submitted to the Fire Department or its third party vendor for data collection.

(B) The responsible person shall be required to give notification to the Fire Department via its third party vendor for data collection whenever there is a change in the Fire Alarm Business responsible for maintaining, servicing, and/or monitoring the Fire Alarm System.

(C) Every Fire Alarm Business shall notify the Fire Department via its third party vendor for data collection of the existence of a commercial Fire Alarm System prior to the Fire Alarm System being operational. It shall be the responsibility of the installing Fire Alarm Business to advise the responsible person with notice of the existence of this Division a copy of the Fire Alarm System operation instructions in accordance with Adopted Codes, and the manufacturer's instructions.

(D) Commercial Fire Alarm contact information to Fire Department's third party vendor for data collection shall include the following information:

(1) The name(s), address of the Premises, mailing address (if different from the address of the Premises), business and home and/or cell telephone number of the Owner, lessee, operator, manager or person in possession of the Premises wherein the Fire Alarm System is installed;

(2) The name, address and telephone number of a minimum of two (2) persons who can

be notified by the Enforcement Official, in the event of the activation of the Fire Alarm System, who shall be capable of responding to the Premises within a time period adopted by code, and who are authorized to enter the Premises to ascertain the status thereof;

(3) The name, address and telephone number of the Fire Alarm Business which has contracted to service the Fire Alarm System and proof of proper state licensing/registration with the Enforcement Official, if required. Proof of proper state licensing may be a valid state licensing number.

(4) Any other documentation that is required by Adopted Codes.

(E) When any of the information required in Subsections 11-80(D)(1-3) has changed, it shall be reported to the Fire Department via its third party vendor for data collection by the responsible person within fifteen (15) days of becoming aware of such change;

SEC. 11-81. FIRE ALARM SYSTEM APPROVAL

All newly installed commercial Fire Alarm Systems shall be approved by the Enforcement Official. The Record of Completion document shall indicate that the Fire Alarm System is in compliance with Adopted Codes, and when the Fire Alarm System is approved and accepted, it shall be signed and dated by a Qualified Fire Alarm Technician and by the Enforcement Official.

SEC. 11-82. FIRE ALARM INSPECTION, TESTING, AND MAINTENANCE

(A) The Responsible Person shall ensure that all Fire Alarm Systems are inspected and tested at least once per year or in accordance with Adopted Codes. The results of the required annual testing shall be submitted to the Fire Department via its third party vendor for data collection.

(B) The responsible person shall ensure that all Fire Alarm Systems are periodically maintained per manufacturer specifications and Adopted Codes.

(C) The responsible person shall be responsible for notifying the Enforcement Official, in writing, when, for any reason, a monitoring contract or testing contract has been discontinued or canceled, and for any other interruption in service required by the Adopted Code.

(D) The responsible person shall provide the Enforcement Official a current copy of the Record of Completion or test/inspection reports utilizing the designated and approved single point repository service to file all records of all system inspections, tests, and maintenance required by the referenced standards.

SEC. 11-83. FIRE ALARM ACTIVATION; RESPONSE

(A) The responsible person shall be responsible for the operation of a Fire Alarm System.

(B) A response to the activation of a Fire Alarm Signal shall result when any officer or member of the Fire Department is dispatched to the Premises where the Fire Alarm System has been activated.

(1) If the Commercial Fire Alarm System is not a Monitored System, the Fire Department shall notify any person identified in the notification documents pursuant to Subsections 11-80 (D)(1-3) and shall require such person to respond to the Premises.

(2) If the responsible person of the Commercial Fire Alarm System has a contract with a Remote Station for the monitoring of the system, the Remote Station personnel shall notify any person identified by the responsible person.

(3) If a household Fire Alarm System is a Monitored System, the Remote Station shall verify the Fire Alarm signal before dispatch, as allowed by the Adopted Code.

(4) If a household Fire Alarm System is a Monitored System, the Remote Station shall forward any cancellation of a Fire Alarm signal to the Fire Department.

(C) The member of the Fire Department who responds to the Premises shall serve the responsible person or authorized representative with a Fire Alarm Activation Report.

SEC. 11-84. NUISANCE FIRE ALARMS

(A) If the activation of a Fire Alarm System is deemed by the Enforcement Official to be a Nuisance Fire Alarm, the responsible person shall be served with a Fire Alarm Activation Report by an officer or member of the Fire Department, indicating that the activation was deemed to be the result of a Nuisance Fire Alarm.

(1) The responsible person shall return a completed Report of Service/Repair within (30) days of receipt of the Fire Alarm Activation Report to verify, to the reasonable satisfaction of the Enforcement Official, that:

(a) The Fire Alarm System has been examined by a Qualified Fire Alarm Technician; and

(b) Inspection has been made to identify and correct any defect of design, installation or improper operation of the Fire Alarm System which was identifiable as the cause of the Nuisance Fire Alarm.

(2) Failure to return a Report of Service/Repair within said (30) day period, which is reasonably satisfactory to the Enforcement Official, shall result in a fee-based Fire Life

Safety inspection by an Oxnard Fire Inspector to determine the condition of the facility. Such fees are based upon those adopted by City Council resolution.

SEC. 11-85. FIRE ALARM SERVICE FEES AND FINES

(A) The provisions of this Section shall not apply to a newly installed Fire Alarm System.

(1) No Fee or Fine shall be assessed for the first two (2) residential or commercial False Fire Alarms at the same Premises responded to by the Fire Department during each calendar year. Thereafter, the Fire Marshal shall have a Fire Inspector conduct a Fire Life Safety inspection to determine the condition of the facility. A cost recovery fee for all responding units shall apply for additional false alarms at the same Premises, after the Fire Life Safety inspection.

(2) The activation of a Fire Alarm System will not be considered a False Fire Alarm if the alarm is activated due to malicious causes beyond the control of the responsible person.

(B) Nuisance Fire Alarms - After the first two (2) residential or commercial False Fire Alarms at the same Premises responded to by the fire department during each calendar year, the Fire Marshal shall have a Fire Inspector conduct a complete Fire Life Safety inspection to determine the condition of the facility. A cost recovery fee for all responding units shall apply for additional false alarms at the same Premises, after the Fire Life Safety inspection.

SEC. 11-86. REMEDIES AND PENALTIES

(A) Due to repetitive Nuisance Fire Alarms and/or False Fire Alarms, the Enforcement Official has the authority to order a Fire Watch in accordance with Adopted Codes, until corrective action is taken, or to revoke the occupancy certificate for the premises by written notice to the Owner of the Premises, for any of the following reasons:

(1) Failure to meet all requirements or pay the Fees required by this Chapter within thirty (30) days after the notice is mailed to the responsible person;

(2) Failure of the responsible person to provide a written Report of Service/Repair required by this Chapter;

(3) A fourth False Fire Alarm or Nuisance Fire Alarm at a Premises for which a Fee is charged pursuant to this Chapter as a result of the failure of the responsible person to take corrective action to eliminate the cause of the False Fire Alarm or Nuisance Fire Alarm.

(B) The Enforcement Official has the authority to temporarily suspend the occupancy Certificate for non-compliance of this Chapter.

(C) Anyone convicted of falsifying reports as required under this Chapter is subject to penalties

established by City Council resolution.

SEC. 11-87. APPEALS

(A) A responsible person may appeal the assessment of fees and fines to the Enforcement Official. A filing of an appeal with the Enforcement Official stays the assessment of the fee or fine until the Enforcement Official makes a final decision. The responsible person shall file a written appeal to the Enforcement Official setting forth the reasons for the appeal within fifteen (15) calendar days of the date of the notice.

(B) The Enforcement Official or designee shall review the facts and circumstances and shall determine whether the responsible person has shown good cause to withdraw the order.

(C) If the appeal is not upheld, the responsible person is entitled to an administrative hearing as set forth in Chapter 1, Article V of this Code.

SEC. 11-88. FIRE ALARM SYSTEM RETURN TO SERVICE

(A) After the responsible person has taken corrective action to remedy the cause of the disconnect or deactivation of the Fire Alarm System, a Fire Alarm System may be returned to service upon Enforcement Official approval.

(B) In making a request for a Fire Alarm System reactivation, the responsible person shall have the burden of proving that corrective action has been taken.

(C) Prior to approving the reactivation of the Fire Alarm System, the Enforcement Official shall have the right to inspect and test the Fire Alarm System.

(D) The Enforcement Official shall not approve the reactivation if the responsible person has failed to pay any fee or fine pursuant to this Chapter.

SEC. 11-89. EXEMPTIONS

Unless preempted by applicable law, local, state and federal government facilities (including educational use groups) are not exempt from the provisions of this Chapter and must pay assessed fees, and otherwise comply with all requirements of this Chapter.

SEC. 11-90. CONFIDENTIALITY

To the extent allowed by local, state and federal laws, information contained in and gathered through the alarm notifications, records relating to Alarm Dispatch Requests, and applications

for appeals shall be held in confidence by all employees or representatives of the municipality and by any third-party administrator or employees of a third-party administrator with access to such information.

SEC. 11-91 GOVERNMENT IMMUNITY

Notification to the Fire Department of a Fire Alarm System is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, of response. Any and all liability and consequential damage resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. The Fire Alarm System Owner acknowledges that fire department response may be based on factors such as: availability of fire department units, priority of calls, weather conditions, traffic conditions, emergency conditions, staffing levels and or adopted Fire Alarm Codes. The city of Oxnard, its officers, employees and agents shall not assume any duty or responsibility for the installation, maintenance, operation, repair or effectiveness of any privately owned Fire Alarm System, those duties or responsibilities being solely those of the Occupant/Owner of the Premises."

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.

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. _____ was first read on December 4, 2018, and finally adopted on _____, 2018, 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

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE SCHEDULE FOR CIVIL FINES FOR VIOLATIONS OF THE OXNARD CITY CODE

WHEREAS, the City Council adopted Ordinance No. 2488 which establishes civil fines for violations of the Oxnard City Code ("OCC"), and

WHEREAS, OCC Section 7-56 of Article 3 of Chapter 7 of the OCC, provides that the amount of the civil fines shall be adopted by resolution of the City Council; and

WHEREAS, the City Council adopted the latest civil fine schedule on August 24, 2018.

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

Part 1. Effective February 7, 2019, Resolution 15,162 is hereby repealed.

Part 2. Effective February 7, 2019 the civil fines, interest and penalties and implementing provisions for violations of the OCC pursuant to Section 7-56 of Article 3 of Chapter 7 of the OCC, as it shall be amended from time to time, shall be those specified in the Schedule of Fines attached hereto and incorporated in full herein by this reference.

PASSED and ADOPTED this ____ day of _____, 2018, 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

SCHEDULE OF FINES

FINES, INTEREST AND PENALTIES FOR
VIOLATIONS OF THE OXNARD CITY CODE

A. Violators of the Oxnard City Code shall be subject to the fines listed below:

Code Sections:	First violation:	Second violation within 12 months:	Subsequent violations within 12 months:
Section 7802.3 of the 2001 California Fire Code for fireworks and Sections 7-82, 7-84(B), 7-86(A), 7-87, 7-88, 7-89 or 11-73(C)(3) of the Oxnard City Code	$1,000	$1,000	$1,000
11-68(B)	$500	$500	$500
11-72(E)(2)	$290	$290	$290
Section 7-147.1 of the Oxnard City Code for all fireworks other than those defined in section 12505 of the Health and Safety Code; Sections 7-148.2 and 7-148.3(A), 14-110, and 14-111 of the Oxnard City Code	$250	$500	$1,000
Sections 11-69(B)(1), 11-68(A)	$250	$250	$250
11-69(B)(2)[1], 11-72(A), 11-72(D)(2)	$145	$145	$145
11-73(C)(2)	$100	$100	$100
All except those listed above	$100	$200	$500

[1] Correctable provided that the alarm permit had been in an expired status for less than sixty (60) days, and that the alarm user pays the required permit renewal fee within ten (10) calendar days of being noticed for the violation.

B. Unless otherwise established in this fine schedule, violators of any permit, license, or other approval (including but not limited to subdivision maps, special use permits, and zoning clearances) shall be subject to the fines listed below:

Permit, license, or other approval:	First violation:	Second violation within 12 months:	Subsequent violations within 12 months:
All	$100	$200	$500

C. Interest shall accrue upon all delinquent fines and penalties at the annual rate of ten percent.

D. A violator shall owe a $25.00 late payment penalty for fines not paid within 30 days of the date such fine is due.

E. Interest and penalties may be waived by the City Manager upon a showing of hardship or upon a showing that such waiver will further the collection of a fine and resolve the violation.

F. Properties registered in the Safe Homes Safe Families Program are subject to double fine amounts, not to exceed $1,000 per violation.

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL ADJUSTING FEES FOR SECURITY ALARM SYSTEMS

WHEREAS, the City Council adopted Resolution 15,112 establishing and adjusting fees for various city services and permits; and

WHEREAS, Exhibit A of Resolution 15,112 establishes security alarm system fees; and

WHEREAS, the City Council desires to update the security alarm fee schedule.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that effective February 7, 2019, the Police Alarm System (S-117) fees set forth in Exhibit A of Resolution 15,112 are adjusted as set forth in Exhibit A to this resolution attached hereto, and finds that the fees adopted by this resolution are for the purpose of meeting operating expenses, including wage rates and fringe benefits.

PASSED and ADOPTED this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

EXHIBIT A

CURRENT FEE	NEW FEE
Police Alarm System (S-117) **PERMIT HOLDER: $40 -** Annual Alarm Permit provides for one false alarm response during the term of the permit (Includes $5 for Alarm Contractor) $145 - each add'l false alarm for permit holder during the term of the permit **UNPERMITTED ALARM**: $290 - each false alarm without a permit Within 20 days of false alarm, a permit may be purchased for $215 to cover the cost of the permit, the late fee and the false alarm. Next false alarm: no charge; subsequent: $145 Appeal - $80	**ANNUAL ALARM PERMIT FEE**: $25 per year

Oxnard City Council Meeting
December 18, 2018

Alarm Ordinance

Jason Zaragoza, Deputy City Attorney
Jason Benites, Assistant Police Chief

Recommendation

1. *That City Council approve the first reading by title only and waive further reading of an ordinance amending Chapter 11 Article II of the Oxnard City Code concerning the regulation of security alarm systems and fire alarm systems; and*
2. *Adopt a resolution adjusting fees for security alarm systems; and*
3. *Adopt a resolution amending the fee schedule for civil fines to include fines for various alarm violations.*

Overview

- Repeal and replace existing code,
  - Updated version is more contemporary
  - Incorporate “best practices”
- Promote alarm system owner responsibility
- Reduce the percentage of false alarm responses
- Separate security alarm regulation from fire alarms
- Revise alarm-related fines and fees

False Alarms:
A Public Safety Concern

2017: Oxnard Police responded to 4,555 alarms

(2,790 commercial, and 1,765 residential)

- 97.23% were “false” alarms
- 1.69% caused by uncontrollable events
- 1.08% were deemed as “true” alarms

Competes with other calls for service!

Enhanced Call Confirmation (ECC)

A contemporary practice to reduce false alarms

Before calling police, alarm company required to attempt contact at a minimum of two (2) designated contact numbers

National Monitoring Center: ECC can reduce false alarm calls by 60%-70%

Alarm Client Accountability

- Required to have a valid alarm permit
- Proposed ordinance addresses “excessive false alarm” responses
  - Excessive false alarm = more than 1 false alarm response during a 12 month period
  - 5 + false alarm responses during a 12 month period may result in permit suspension / revocation
- Alarm client responsible for responding to site when unsecured
- Revised schedule of fines, several new fines introduced
  - (Attachment to staff report)

Fire Alarms

- In previous ordinance, fire and security alarm language was intertwined
- Available technology is capturing data and identifying locations with recurring alarms
- Fire Prevention is able to enforce our ordinance with greater accuracy and faster follow-up
- Technology will result in a reduction in false alarm service calls

Staff Acknowledgements

- Jason Zaragoza, Deputy City Attorney
- Alexander Hamilton, Assistant Fire Chief
- Sergio Martinez, Battalion Chief (FD)
- James Blanchard, Captain (FD)
- Ron Dunn, Emergency Communications Manager
- Delia Campbell, Police Financial Manager
- Lynnette Raya, Cost Recovery Specialist

END OF REPORT

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 4**

DATE: December 18, 2018

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Vending Ordinance (5/5/5)

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

RECOMMENDATION:

That City Council approve the first reading by title only and waive further reading of an ordinance amending Chapter 8, Article IV, Division 1, Sec. 8-47 of the Oxnard City Code regarding operating regulations for vending on public property.

BACKGROUND

On September 17, 2018, Senate Bill 946 ("SB 946") was signed into law, limiting local authority to regulate sidewalk vendors. Any local regulations on sidewalk vendors must comply with newly enacted state laws that generally limit local authority to impose regulations that are directly related to "objective health, safety or welfare concerns." SB 946 also limits penalties for violating local street vending regulations to administrative fines.

Existing ordinances regulating sidewalk vendors remain valid so long as they substantially comply with SB 946. The City's regulations generally comply with SB 946, but some amendments are necessary to become fully compliant with the new state law.

DISCUSSION/ANALYSIS:

SB 946 prohibits local agencies from regulating sidewalk vendors except in accordance with Government Code Sections 51038 and 51039. The City's sidewalk vendor regulations must comply with the following standards:

- The regulations cannot require sidewalk vendors to only operate within specific parts of the public right of way except when the restriction is directly related to objective health, safety or welfare concerns;
- The regulations cannot prohibit sidewalk vendors from operating in a public park, but the regulations can prohibit stationary sidewalk vending where the City already has an agreement with a third party for exclusive concessions inside the park. The City can also adopt reasonable time, manner and place restrictions inside public parks if the restrictions are directly related to objective health, safety or welfare concerns, when necessary to ensure the public's use and enjoyment of the park, or necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the character of the park;
- The regulations cannot require a sidewalk vendor to obtain the approval of a non-governmental entity before selling food or merchandise;
- The regulations cannot restrict sidewalk vendors to operate only in designated neighborhoods except when the restriction is directly related to objective health, safety or welfare concerns. The City can prohibit stationary sidewalk vendors from operating in residential zones, but cannot prohibit roaming sidewalk vendors;
- The regulations cannot restrict the overall number of sidewalk vendors permitted to operate within a jurisdiction, unless the restriction is directly related to objective health, safety or welfare concerns;
- The regulations can limit the hours of operation for sidewalk vendors so long as they are not unduly restrictive. In commercial areas, these restrictions cannot be more restrictive than any limitations on other businesses on the same street;
- The regulations can impose sanitary conditions and requirements to comply with disabled access standards;
- The regulations can require sidewalk vendors to obtain a permit or business tax certificate, so long as the regulations do not require a social security number from the perspective permittee;
- The regulations can require sidewalk vendors to submit information to the City regarding their operations, including a mailing address, a description of merchandise, and other information; and
- The regulations can prohibit sidewalk vendors from operating near farmers' markets, swap meets, and other events subject to a special permit.

SB 946 makes clear that perceived community animus and economic competition do not constitute objective health, safety or welfare concerns. The new law also limits penalties for violating local regulations on sidewalk vendors to administrative citations. Criminal penalties and arrest are not available to the City as an enforcement tool. Finally, the City is required to give notice to cited individuals that he/she has the right to request an ability-to-pay determination before an administrative fine adjudicator.

The proposed ordinance revises the existing vending regulations to conform with SB 946, add definitions regarding vending, and provide separate regulations for sidewalk vending and

vending from vehicles.

STRATEGIC PRIORITIES

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

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

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

FINANCIAL IMPACT

The City may incur additional costs in regulating vendors as it relates to this ordinance, but those costs are not estimated to be significant at this time.

Prepared by Deputy City Attorney Jason Zaragoza, Planning Manager Kathleen Mallory, and Code Compliance Manager Roger Brooks.

ATTACHMENTS:

VENDING ORDINANCE

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE OXNARD CITY CODE BY UPDATING OPERATING REGULATIONS FOR VENDING ON PUBLIC PROPERTY

WHEREAS, on September 17, 2018, Governor Brown signed Senate Bill No. 946 ("SB 946"), adding sections 51036–51039 to the Government Code; and

WHEREAS SB 946 decriminalizes sidewalk vending and limits local regulations to those expressly provided for in the bill or are otherwise "directly related to objective health, safety, or welfare concerns"; and

WHEREAS, the City desires to adopt a sidewalk vending ordinance and amend its vending ordinance to ensure compliance with state law.

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

PART 1. Chapter 8, Article IV, Division 1, Sec. 8-47 of the Oxnard City Code is hereby repealed and replaced in its entirety.

PART 2. Chapter 8, Article IV, Division 1, Sec. 8-47 of the Oxnard City Code is added to read as follows:

"CHAPTER 8: VEHICLES, TRAFFIC AND VENDING

SEC. 8-47. VENDING FROM VEHICLES AND HUMAN POWERED DEVICES.

(A) DEFINITIONS - For the purposes of this section, the following words shall have the following meanings.

(1) GOODS OR MERCHANDISE - Items and products of every kind and description, including all food, produce, and beverage items.

(2) HUMAN POWERED DEVICE - Any device moved by human power, including, but not limited to, a pushcart, wagon, bicycle, tricycle, pedal-driver cart, other non-motorized conveyance, or other wheeled container or mechanism, or from one's person.

(3) ROAMING SIDEWALK VENDOR - A Sidewalk Vendor who moves from place to place and stops only to complete a transaction.

(4) SIDEWALK VENDOR - A person who Vends Goods or Merchandise upon a public Sidewalk from a structure, stand, display, showcase, rack, or Human Powered Device.

(5) SPECIAL EVENT - A city permitted event including, but not limited to, carnivals, sporting events, fairs, art shows, and/or cultural events.

(6) STATIONARY SIDEWALK VENDOR- A Street Vendor who Vends from a fixed location with a valid encroachment permit.

(7) STREET VENDOR- A person who drives a vehicle for the purposes of vending on a public street.

(8) VEND OR VENDING - Any act of hawking, operating noise-making devices to attract attention to the vendor, or the displaying, selling, or offering for sale of any displayed Goods or Merchandise to the public from any carrying device, box, bag, stand, or Human Powered Device.

(B) STREET VENDING

(1) Except as provided in this section, no person shall park any vehicle from which merchandise, food or other items are sold or displayed or offered for sale, barter or exchange, on any portion of any street, alley, sidewalk or public property within the city.

a. No person shall park such vehicle within or from the following locations:

i. The public right-of-way on C Street, Channel Islands Boulevard, Camino Del Sol, Del Norte Boulevard, Fifth Street, Gonzales Road, Harbor Boulevard, Hueneme Road, Oxnard Boulevard, Pleasant Valley Road, Rice Avenue, Rose Avenue, Saviers Road, Ventura Road, Victoria Avenue, Vineyard Avenue, or Wooley Road; or

ii. The public right of way within 100 feet of any intersection, or within 50 feet of any driveway or of another such vehicle parked on the public right of way.

b. Every person operating such vehicles shall have in his or her possession a valid business tax certificate issued by the city.

c. No person shall park any such vehicle within 900 feet of any school or day-care center between 7:00 a.m. and 4:00 p.m., on the days school is in session.

d. In residential areas, as shown on a map on file with the license collector, no person shall park any such vehicle or container on any day before 9:00 a.m. or sunrise, whichever is later, or after 7:00 p.m. or sunset, whichever is earlier.

e. When parked, the person operating such vehicle or container shall:

i. Stop playing music, ringing bells or making other noise that advertises such person's presence or wares; and

ii. Provide a visible trash receptacle for use by bona fide purchasers.

f. The provisions of this section shall not apply to:

i. A person delivering items from a store or other fixed place of business or distribution to a customer pursuant to an order of, or by agreement with, such customer;

ii. A person who has obtained a temporary use permit to park such a vehicle on specific public property; or

iii. A person who has a written license agreement with the city to park such vehicle on specific public property.

(C) SIDEWALK VENDING

(1) In residential areas, only a Sidewalk Vendor with a valid vendor permit issued pursuant to Chapter 11, Article 1, Division 3 of the City Code may vend upon the City's public right of way.

(2) Every person to whom a valid business tax certificate and/or permit is issued shall:

a. Comply with the California Retail Food Code as codified in Part 7 of California Health and Safety Code 113.700 et. Seq., if Vending food;

b. Not vend from any structure, stand, display, showcase, rack, ground placed display, or Human Powered Device which exceeds eighteen (18) square feet, or exceeds a linear distance greater than six (6) feet, on any one side;

c. Not occupy space on any sidewalk or path of travel in such a way that would impede upon the required sidewalk width or path of travel requirement pursuant to the federal Americans with Disabilities Act of 1990 or other disability access standards;

d. Not vend within five hundred (500) feet of an area designated for a Special Event;

e. Not vend upon a street median;

f. Not vend within one hundred (100) feet of any intersection;

g. Not vend within five hundred (500) feet of any freeway on-ramp or off-ramp as defined in the Vehicle Code;

h. Not vend within nine hundred (900) feet of the property line of any school or any day care center between the hours of 7:00 a.m. and 4:00 p.m. on the days the school is in session;

i. Sidewalk Vending hours' limitations in areas zoned for nonresidential use shall be as restrictive as any limitations on hours of operation imposed on other businesses or uses on the same street, excluding those permitted to operate 24 hours;

j. In residential areas, Roaming Sidewalk Vending shall be limited to the hours of 9:00 a.m. or sunrise, whichever is later, and 7:00 p.m. or sunset, whichever is earlier;

k. Stationary Sidewalk Vending is prohibited in areas that are exclusively residential; and

l. Stationary Sidewalk Vendors are prohibited from operating in a city park if the city has entered into exclusive agreements for the sale of food or merchandise by one or more concessionaries for that city park.

(D) PENALTIES

(1) Every person Vending in violation of this Section is guilty of administrative violation punishable by administrative fines established by city council resolution.

(2) Failure to pay an administrative fine is not punishable as an infraction or misdemeanor.

(3) If a violator of this Section fails to pay any fines, fees, or other assessments, the City may levy a lien on a violator's real or personal property, including the vehicle used for vending purposes.

PART 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

PART 3. Pursuant to Government Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City council's adoption of the ordinance.

PART 4. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. _____ was first read on _____, and finally adopted on _____, to become effective on _____.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney