

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 Library, 251 South "A" Street and 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.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
April 17, 2018
Regular Meeting - 6:00 PM
Closed Session - 4:30 PM
Appointment Item - 5:00 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

1. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))

Name of case: Steven Funk v. City of Oxnard

Workers' Compensation Case Nos. ADJ10209194, ADJ10209199, ADJ10209196,
ADJ10209197

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

E. APPOINTMENT ITEMS

Cultural and Community Service Department

1. SUBJECT: Downtown Art Hub Proposal. (15/15/15)

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.

RECOMMENDATION: That the City Council

1. Approve the Downtown Oxnard Arts Hub Five Year Plan; and
2. Appropriate \$45,000 from the Downtown Improvement Project Settlement Funds (“DIPSF”) to the Downtown Arts Hub Murals Program (Project 18IN10) for the installation of three (3) iconic anchor murals within the Central Business District in support of the Downtown Vision Plan and the Arts Hub Five Year Plan; and
3. Appropriate \$45,000 from the Public Art Fund (“PAF”) to the Downtown Arts Hub Murals Program (Project 18IN10) for the installation of three (3) iconic anchor murals within the Central Business District in support of the Downtown Vision Plan and the Arts Hub Five Year Plan; or
4. Appropriate \$45,000 from the Public Art Fund (“PAF”) to the Downtown Arts Hub Murals Program (Project 18IN10) for the installation of three (3) iconic anchor murals within the Central Business District in support of the Downtown Vision Plan and the Arts Hub Five Year Plan, with a stipulation, per the Cultural Arts Commission recommendation by a vote of 3-2, that at least 80% of the \$45,000 from the Public Art Fund shall support Ventura County artists and up to 20% may support Los Angeles and Santa Barbara County artists.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

2. SUBJECT: Public Art Permit Process and Guidelines. (5/5/5)

RECOMMENDATION: That the City Council approve the Public Art Permit Guidelines and Process.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Oxnard School District Superintendent Dr. Cesar Morales Honored with the 2018 Summer Matters Superhero Award by the Association of California State Administrators.
2. SUBJECT: Presentation of a Commendation to Oxnard High School for Taking the Top Prize in Division 3 at the California Academic Decathlon.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: Conflict of Interest Code Amendment.

RECOMMENDATION: That City Council adopt a resolution repealing Resolution No. 14,898 and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

City Manager Department

2. SUBJECT: Adoption of Ordinance No. 2940 - PEG Fee Reauthorization Ordinance.

RECOMMENDATION: That City Council adopt Ordinance No. 2940 (read by title only, waiving further reading) reauthorizing the City's Public, Educational, and Government ("PEG") Access Support Fee.

Legislative Body: CC

Contact: Jesus Nava

Phone: 385-7497

Finance Department

3. SUBJECT: Award Contract for On-Call Channel Maintenance and Repair Services for Waterways Assessment District 1 and 2 SD 18-42.

RECOMMENDATION: That City Council:

1. Award and authorize the Mayor to execute a three year agreement with Harbor Offshores, Inc. in the amount of \$400,000 for the On-Call Channel Maintenance and Repair Services Project for Waterways Assessment Districts 1 and 2 (SD 18-42) when the agreement is finalized; and

2. Approve \$40,000 as contingency for the On-Call Channel Maintenance and Repair Services Project for Waterways Assessment Districts 1 and 2.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

4. SUBJECT: Budget Appropriation for Apportionments Within Assessment District 2000-1. (Oxnard Boulevard/Highway 101 Interchange)

RECOMMENDATION: That City Council approve a budget appropriation in the amount of \$7,000 to cover unexpected charges associated with two apportionments in Assessment District 2000-1 (Oxnard Boulevard/Highway 101 Interchange).

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

Public Works Department

5. SUBJECT: La Colonia Neighborhood Street Improvement Project.

RECOMMENDATION: That City Council approve a budget appropriation in the amount of \$160,000 for additional design services, inspections, project management and public outreach for the La Colonia Resurfacing Project No. 143116 (Public Works Specification No. PW15-03).

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: 385-8055

6. SUBJECT: Fifth Amendment to the Encroachment Protection Agreement Between the Department of the Navy, the Nature Conservancy, the Trust for Public Land, and the City of Oxnard.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Fifth Amendment to the Encroachment Protection Agreement between the United States Department of the Navy, The Nature Conservancy, the Trust for Public Land and the City of Oxnard (A-7734) to add Ventura Land Trust as a partner to the Agreement.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: 385-8055

M. PUBLIC HEARINGSFinance Department

1. SUBJECT: Establishment and Adjustment of Fees and Charges for City Clerk, Fire and Police Departments - Cost of Service Fees Adjustment. (5/10/5)

RECOMMENDATION: That City Council adopt a resolution establishing new fees and adjusting current fees for the City Clerk, Fire and Police Departments. These fee adjustments are the result of a Cost of Service Fee study.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

N. REPORTSFinance Department

1. SUBJECT: Priority Based Budgeting Presentation. (10/10/5)

RECOMMENDATION: That the City Council receive a presentation from Resource X on its Priority Based Budgeting system and the first phase of the process (data collection).

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

Public Works Department

2. SUBJECT: Senate Bill 1 (SB1) Road Maintenance and Rehabilitation Account (RMRA) Funding and Project List. (5/5/5)

RECOMMENDATION: That City Council adopt a resolution approving the Fiscal Year 2018-2019 project list for Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account (RMRA) funding.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: 385-8055

O. ADJOURNMENT

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**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Appointment
Item**

AGENDA ITEM NO.: 1

DATE: April 17, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: Downtown Art Hub Proposal. (15/15/15)

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

RECOMMENDATION:

That the City Council

1. Approve the Downtown Oxnard Arts Hub Five Year Plan; and
2. Appropriate \$45,000 from the Downtown Improvement Project Settlement Funds (“DIPSF”) to the Downtown Arts Hub Murals Program (Project 18IN10) for the installation of three (3) iconic anchor murals within the Central Business District in support of the Downtown Vision Plan and the Arts Hub Five Year Plan; and
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4. Appropriate \$45,000 from the Public Art Fund (“PAF”) to the Downtown Arts Hub Murals Program (Project 18IN10) for the installation of three (3) iconic anchor murals within the Central Business District in support of the Downtown Vision Plan and the Arts Hub Five Year Plan, with a stipulation, per the Cultural Arts Commission recommendation by a vote of 3-2, that at least 80% of the \$45,000 from the Public Art Fund shall support Ventura County artists and up to 20% may support Los Angeles and Santa Barbara County artists.

BACKGROUND

The Economic Impact of the Arts – The Arts Mean Business!

Every day, more than 100,000 nonprofit arts and culture organizations act as economic drivers – creating an industry that supports jobs, generates government revenue, and is the cornerstone of our tourism industry. While the City of Oxnard has not participated in the nationwide arts and economic prosperity study, the findings of this study is a good starting point to understand the impact the arts have on the economy.

The Americans for the Arts, Arts and Economic Prosperity Study 5 (<https://www.americansforthearts.org/by-program/reports-and-data/research-studies-publications/arts-economic-prosperity-5>), is an economic impact study of spending by nonprofit arts and cultural organizations and their audiences. It is the largest and most comprehensive of its kind ever conducted; 341 study regions in all 50 states, small rural to large urban populations ranging from 1,540 to 4 million. The study is supported by partners including the U.S. Conference of Mayors, the International City/County Management Association, and Destinations International and National Alliance of Community Economic Development Associations.

Nationally, the nonprofit arts and culture industry generated \$166.3 billion of economic activity during 2015—\$63.8 billion in spending by arts and cultural organizations and an additional \$102.5 billion in event-related expenditures by their audiences. This activity supported 4.6 million jobs and generated \$27.5 billion in revenue to local, state, and federal governments (a yield well beyond their collective \$5 billion in arts allocations).

Arts and cultural organizations are valued members of the business community. They employ people locally, purchase goods and services from within the community, are members of their Chambers of Commerce, and promote their regions. The arts, unlike most industries, leverage significant amounts of event-related spending by their audiences. For example, part of the arts experience may include dining out, paying for parking, shopping in local retail stores, enjoying dessert after the show, and returning home to pay the babysitter. Based on the 212,691 audience-intercept surveys conducted for this study, the typical arts attendee spends \$31.47 per person, per event, beyond the cost of admission. Nationally, total event-related spending was an estimated \$102.5 billion during 2015.

The study also examined local and nonlocal attendee participation. When nonlocal attendees were asked about the purpose of their visit, more than two-thirds (68.9 percent) indicated that the primary purpose of their visit was “specifically to attend this arts event,” demonstrating the power of the arts to attract visitors to the community. As part of the survey, local attendees were asked about what they would have done if the arts event that they were attending was not taking place: 41 percent said they would have “traveled to a different community to attend a similar cultural event.” According to the study, if a community fails to provide a variety of artistic and cultural experiences, not only will it fail to attract new dollars from cultural tourists, it will also lose the discretionary spending of its own residents who will travel elsewhere for a similar arts experience.

Arts Hub Five Year Plan

A vibrant arts hub has the ability to generate significant economic activity in downtown Oxnard with an investment into the recommendations outlined in the Arts Hub Five Year Plan, along with the other recommendations from the Downtown Vision Plan approved by the City Council.

Historically, the City of Oxnard has demonstrated a steadfast commitment to the lively arts. This dedication has been shown and supported by the development of various efforts to promote the establishment and growth of the arts in Oxnard. Namely, this includes the adoption of a Cultural Master Plan, the creation of a Cultural Arts Commission, and the recent passage of the Downtown Vision Plan which calls for the creation of an Arts Hub.

Cultural Master Plan (CMP)

Adopted by the City Council on July 2, 2009, the CMP is a broad mandate for enhancing the quality of life for all Oxnard residents through a variety of arts-related programs and initiatives. This master plan seeks to promote aesthetic, cultural and intellectual enrichment for Oxnard's residents by creating vibrant arts opportunities for all members of the community. The plan supports existing cultural facilities, the development of new ones, support for artists, and the creation of an engaging and attractive environment through the promotion of a thriving arts community, through policies and programs. The recommendations included:

1. The creation of an arts coordinator position
2. Establishment and promotion of critical downtown arts locations
3. The encouragement of synergistic linkages among arts organizations.
4. The development of arts as a driver for economic prosperity in the Oxnard downtown

Downtown Vision Plan

The Congress for New Urbanism (CNU) comprised of professionals from across California with expertise in architecture, design, engineering, parking management, traffic, landscape architecture, development, and economics came to Oxnard and engaged the community and studied redevelopment strategies for Downtown Oxnard. This event, entitled the Oxnard Downtown Charrette, included an intense four-day consecutive day public process designed to provide open dialogues, focused group discussions, and individual interviews. Included in the expansive itinerary were CNU led events; with residents hosting a film festival at Plaza Cinemas and a pop-up studio space/art gallery. Following the engagement process, the CNU developed the vision plan which focuses on “7 Big Ideas” with one of those ideas being a Downtown Arts Hub.

On October 18, 2016, the Oxnard City Council unanimously accepted the Downtown Vision Plan (DVP). Staff returned to the City Council on December 19, 2016, with an implementation plan. Regarding the Arts Hub specifically, Cultural and Community Services staff committed to working with and engaging the community on the future of the downtown Arts Hub around a collective vision and proposal to initiate projects and programs in downtown Oxnard.

Community Engagement Efforts for the Downtown Arts Hub

The Downtown Arts Hub project has been a massive group effort, engaging stakeholders, the public, business owners, arts professionals, artists, nonprofits, city staff and various professional and cultural organizations. Through a thorough set of meetings, focus groups, surveys and individual feedback, there were five key areas of focus to expound upon. In the attached plan, staff explore strategy, resource management, goals, impact on the economy and creative partnerships. The five priority areas of focus are:

1. Programming and Events
2. Built Environment
3. Arts Education
4. Marketing and Communications
5. Staffing and Resources

Programming and Events

The presentation of arts programs can be a unifying effort for communities, strengthening and improving their way of life. The target population of Arts Hub initiatives and events include all City of Oxnard residents. These programs have an intergenerational focus, with activities geared toward patrons of any age, providing dynamic experiences, while engaging Oxnard residents of every walk of life. The plan also proposes an investigation into sponsorship and partnership opportunities, to include area schools, civic associations, Boys and Girls Clubs and existing businesses in the Oxnard community. These reciprocal partnerships work to improve the Oxnard economy by energizing local business efforts and providing a sustainable means to engage the public. The goals of the programming and events section are to provide a sustainable model for presenting an enriching and diverse array of seasonal arts programming and to work closely with community representatives to secure partnerships and sponsorship opportunities. Highlights of recommendations include:

- Creation of a lively and sustainable downtown arts season.
- Development of a Downtown Arts Festival with a focus on healing, intersectional activities, and arts opportunities.
- Close planning with community representatives and organizations to facilitate a collaborative process for sponsorship and partnerships that are mutually agreeable to all parties.

Built Environment

The built environment encompasses architectural design, public art projects, and how the infrastructure facilitates engagement and experience of the arts. Most of the participants involved in the community engagement efforts expressed an interest in public art, particularly murals. Public art provides a sense of community, connects individuals from different walks of life, boosts economic development and tourism, stimulates thought-provoking conversation, and offers a sense of place. Transforming the built environment of Downtown Oxnard through the arts will connect the community in meaningful ways and provide enhanced quality of life and appreciation of Oxnard's unique identity. The goals of the built environment section are to enhance the aesthetic appeal of downtown Oxnard and enliven downtown spaces through the arts; promote arts and culture within the community, making downtown the destination and

gathering place for cultural experiences; and to celebrate and distinguish Oxnard's unique and diverse culture. Highlights of recommendations in this section include:

- Develop, fund, and implement a public art program.
- Enhance walkability of downtown.
- Explore regulatory and financial incentives

Arts Education

It has long been recognized that along with reading, writing, and math, the arts are essential to positive youth development. The arts enrich the lives of young people and help build healthy and vital communities. However, in recent decades, funding priorities have severely limited arts education in the classroom. Oxnard is somewhat more fortunate than many communities in that there is a deep infrastructure of highly committed arts education advocates and artists who are working in diverse settings in downtown and at other venues to bring a range of arts experiences to Oxnard's students. Highlights of arts education recommendations include:

- Convening a communitywide arts education consortium to communicate and coordinate arts education opportunities, as well as identify arts education needs and strategies to meet identified needs.
- Creating mutually beneficial community and business partnerships that allows for the expansion of arts education programming and mentorship of Oxnard youth.

Marketing and Communications

To ensure there is enthusiastic support, attendance and sustainability for the Arts Hub, marketing and promoting the Hub as well as its ongoing activities will require a robust and multi-pronged approach carried out by a number of entities, from city staff and key stakeholders to participating artists and arts organizations. Marketing and communications should encompass everything from flyers and word-of-mouth to social media campaigns, print and radio advertisements, as well as branding and cross-promotion between government, businesses and nonprofits alike. The goals of marketing and communication are to create a vibrant, recognizable, and trusted brand for the Arts Hub; attract residents and visitors to downtown for safe, welcoming and authentic, immersive experiences; and increase the income/patronage of artists, arts organizations, and downtown businesses, and in turn, help strengthen the local economy. Highlights of recommendations include:

- Invest in the public image of the Arts Hub
- Create a Task Force to oversee marketing and promotions
- Execute a tourist-centric approach to marketing

Staffing and Resources

If the City does not have a staff member dedicated to recommendations and strategies outlined in the Arts Hub, the intended outcomes will not come to fruition. Staff will request a 0.5 FTE benefitted position during the FY 18-19 Budget to begin implementation of the Arts Hub.

When the Cultural Master Plan was adopted by the City Council, one of the recommended actions was to direct staff to return to Council with a recommendation regarding the creation or

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appointment of a full-time arts position. Staff returned to the City Council on September 25, 2013 for the appropriation of \$20,000 from the Public Art fund balance to hire an extra help (15-20 hours per week) cultural arts assistant. This position supports the cultural arts grant program, seeks and applies for arts-related grants and supports the Cultural Arts Committee (now Commission). With 15-20 hours per week the cultural arts assistant position is not sufficient to accomplish all the areas of focus intended and outlined in the CMP and as well as take on the role of implementing the vision of the Arts Hub.

A city funded Arts Administrator is needed to work as part of the Cultural and Community Services team, serve as an organization and community liaison, and the city's in-house expert on arts administration. The incumbent will be responsible for supporting the development and oversight of the city's public art program and Downtown Arts Hub. These assignments include, but are not limited to permanent and temporary public art installations; community art projects; monitoring ongoing conservation and maintenance work of public art; planning, developing, coordinating, leading, implementing, and evaluating arts programs for various ages and interest groups. This position will also assist with the organization of special events; providing staff support to the Cultural Arts Commission; collecting and developing information related to various arts initiatives within the community; and engage the community in creative placemaking.

The immediate priority for the position is to begin implementation of Arts Hub business plan. This includes developing the call for artists for downtown mural projects, implementation of marketing and communication strategies to coordinate branding and messaging, assist with the launch of the creative placemaking mini-grant program, implementation and oversight of the artist registry, and assist with the implementation and coordination of downtown programs and events.

Ongoing Funding for the Downtown Arts Hub

To realize any real change or progress towards the Arts Hub, an ongoing source of funding is necessary to fund public art projects, programming and events, arts education, and marketing and communications. Currently, the city supports the arts primarily through its General Fund and the Public Art Fund (PAF). The PAF fund, established via Resolution No. 14, 124 requires all new development (detailed in the resolution) to pay a public art fee of \$0.20 per square foot of roofed building area prior to issuance of a building permit. Public art fees, as well as monetary contributions from private sources, are deposited into the fund. General Fund dollars are used to support the Oxnard Performing Arts and Convention Center and the Carnegie Art Museum, while the PAF is primarily used to fund local arts organizations through a grants process. While the PAF is susceptible to fluctuations due to its dependence upon development activity, this is the funding most relevant and sensible fund to use to support the Arts Hub. However, because of the City's history of supporting local nonprofit arts organizations and artists with the PAF, supporting the Arts Hub would mean there could potentially be less funding available for the cultural arts grants program. The General Fund is another possible source of funding, but a majority of this fund is heavily encumbered with other critical and core city services. Measure O

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is also a potential ongoing funding source, as well as the Downtown Improvement Program Settlement Funds.

In the future, another potential source of funding is state and federal grants such as the California Arts Council or the National Endowment for the Arts. However, it is unwise and imprudent for the City to rely upon grants as an ongoing source of funding. Additionally, most grants require a strong history of programming, and it will take some time for to build programming and events in downtown Oxnard.

Additionally, another source of funding commonly used in cities throughout the country is a dedicated portion/percentage of Transient Occupancy Tax. Again, cities with well-known arts, cultural, and entertainment experiences generate tourism, thereby increasing the amount of hotel taxes within the city.

As the city works towards creating an Arts Hub, and tangible results begin to happen, private investment and sponsorships become another viable option. Until such time there is a noticeable transformation of downtown Oxnard, private investment and sponsorships will be more difficult to obtain.

Cultural Arts Commission

Staff presented the Downtown Arts Hub Plan to the Oxnard Cultural Arts Commission on March 28, and April 4, 2018. Six of eight Commissioners were present at the March 28th meeting, and five of eight Commissioners were in attendance at the April 4th meeting. Staff's recommendation was that the Commission 1) approve the Downtown Arts Hub Plan; and 2) recommend City Council approval of the disbursement of \$45,000 from the Public Art Fund. The Commission voted 5-0 to approve the Arts Hub Five Year Plan at their April 4th, 2018 meeting. Additionally, the Commission voted 3-2 to approve the disbursement of \$45,000 from the Public Art Fund for the installation of three (3) iconic anchor murals within the Central Business District. This approval passed with the stipulation that 80% of the Public Art Fund appropriation go to artists in Ventura County and up to 20% earmarked for artists from the Santa Barbara and Los Angeles counties. Staff's recommendation did not include the stipulation of limiting this opportunity to local artists. The two dissenting commissioners believe that restricting this type of opportunity to local artists would inhibit Oxnard's ability to undergo the kind of comprehensive search process required to present the best possible choices for such an extensive undertaking.

In order for Oxnard to become a true arts destination with a national draw, non-local artists with iconic artwork and international reach must have an equal opportunity to apply. Comparable municipalities often provide equal opportunities for local and nationally known artists, with the latter used for projects that are significant in scope. The installation of iconic murals in downtown Oxnard is a critical step in creating a visually aesthetic and pleasing built environment. Staff believes that limiting these significant pieces to local artists will prevent a crucial opportunity for Oxnard to choose from the best possible pool of artists for the vital job of creating public artwork of regional, national and even international acclaim. Therefore, staff is

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informing the City Council of their initial recommendation and giving the City Council the option to appropriate funding from the Public Art Fund with or without stipulations of the artist's location.

Conclusion

The findings, goals, and strategies outlined in the Downtown Arts Hub five year business plan is a tactical guide with realistic and sustainable steps to establish a viable and accessible cultural center in downtown Oxnard. In the community Arts Hub survey, participants were asked how optimistic are they that Oxnard can successfully establish a downtown Arts Hub, and over half of the respondents were optimistic or very optimistic.

In order for the recommendations to become a reality, as the lead arts agency, the City must allocate and deploy the necessary ongoing resources to ensure progress, be intentional in collaborating with the business community, educational institutions, artists, and arts organizations, and regularly monitor and report progress. The following is the scope, schedule, and budget for the recommendations contained within today's staff report. With each implementation year, staff will work with the Cultural Arts Commission and return to the City Council to request an appropriation for specific projects.

RECOMMENDATION	SCOPE	SCHEDULE	BUDGET
Mural Installations	Install iconic anchor murals at the intersection of Third and B Street, and Fourth and B Street	June 2018 through March 2019	Total = \$90,000 (\$30,000/project) \$19,500 Artist or Team of Artists (must include artist(s) fee, supplies, travel, and other associated costs) \$5,000 Public Art Consultant Fee \$4,000 Contingency \$500 Opening Reception \$500 Selection Panel Honorarium \$500 Permit Fee (anything over to be paid by artist)

STRATEGIC PRIORITIES

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

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

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

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

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

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

Goal 2. Enhance business development throughout the City.

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

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

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

Goal 3. Enhance business retention and attraction.

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

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

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

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

FINANCIAL IMPACT

The budget appropriation in the amount of \$90,000 will be required to begin implementation of the Downtown Arts Hub Murals Program (Project 18IN10). Of the \$90,000 requested, \$45,000 will come from Downtown Improvement Project Settlement Fund 481 ("DIPSF") Fund Balance and remaining \$45,000 will come from Public Art Fund 547 ("PAF") Fund Balance. The FY18 estimated unaudited undesignated fund balance for DIPSF Fund 481 is approximately \$5.75 Million. The FY18 estimated unaudited undesignated fund balance for PAF Fund 547 is approximately \$259,000. At the April 3, 2018 City Council meeting, the Council approved a

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disbursement of \$170,000 from Fund 547, which is expected to be disbursed in FY 18-19. As stated earlier in the report, the successful implementation of the Arts Hub requires a staff member dedicated to recommendations and strategies outlined in the Arts Hub. In the future staff will request a 0.5 FTE benefitted position.

ATTACHMENTS:

Attachment A: Arts Hub Five Year Plan

Attachment B: Arts Hub Implementation Matrix and Costs

Attachment C: 18IN10 Mural Installation BA - Staff report 2043 4.17.18

City of Oxnard Downtown Arts Hub

Five Year Business Plan

A five year business plan that includes strategies, resource management, goals, impact on the economy and creative partnerships to transform Downtown Oxnard into an arts, cultural, and entertainment destination.

3/29/2018

City Council

Mayor Tim Flynn
 Mayor Pro-Tem Carmen Ramirez
 Bryan Macdonald
 Oscar Madrigal
 Bert Perello

Cultural Arts Commission

Margaret Cortese, Chair
 Deborah DeVries, Vice Chair
 Heather Behrens
 Elizabeth Botello
 Rene Corado
 Laura Gallardo
 Javier Gomez
 Oneita Hirata

City Staff

Scott Whitney, Interim City Manager/Police Chief
 Ashley Golden, Interim Assistant City Manager/Director of Development Services
 Jesus Nava, Assistant City Manager
 Ingrid Hardy, Cultural and Community Services Director
 Chelsea Reynolds, Performing Arts Center Manager
 Carolyn Mullin, Event Coordinator
 Suzanne Bellah, Cultural Arts Supervisor
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EXECUTIVE SUMMARY

The lively arts are a community's lifeline, a time capsule to its past and a portal to a future created with the hands of those who labor in its present. The City of Oxnard has a storied history in the pursuit of a vision of Arts and Culture, through the lens of the immigrant story, and told by the many experiences of the diverse populace who call her home. And what is a home perchance? Many philosophers and great minds would argue that architecture and infrastructure are what makes a home livable, and that's certainly a key component. Our philosophy states that a house isn't built just by brick and mortar, but also molded by the character of the people who inhabit her.

The adoption of the City of Oxnard Cultural Master Plan in 2009 was a call to action that made it clear that quality of life, artistic enrichment, and intellectual engagement through creative and cultural programming, resource preservation, and the emphasis of Oxnard's histories and traditions were a council priority of the utmost importance. Furthermore, the adoption of this plan encourages us to look inward for inspiration, ideas, resources, best practices and established programs of merit and quality.

The Oxnard Cultural Master Plan continues to engage by setting the stage for the creation of the Oxnard Arts in Public Places grant program, the formation of the Oxnard Arts Commission and finally the establishment of the city's Cultural and Community Services department.

In 2016, on the heels of a \$6,000,000 settlement award for use in Downtown revitalization, the Oxnard City Council unanimously approved the Downtown Vision Plan, fueled by a successful charrette attended by the public and facilitated by the Congress for New Urbanism. The charrette, equal parts town hall, design studio and spiritual retreat, birthed seven big ideas, including the Downtown Arts Hub.

The Downtown Arts Hub project has been a massive group effort, engaging stakeholders, the public, business owners, arts professionals, artists, nonprofits, city staff and various professional and cultural organizations. Through a thorough set of meetings, focus groups, surveys and individual feedback, there were five key areas of focus to expound upon during this project. In this plan, we explore strategy, resource management, goals, impact on the economy and creative partnerships.

1. Programming and Events
2. Built Environment
3. Arts Education
4. Marketing and Communications

5. Staffing and Resources

With this plan as your guide, prepare to begin the conversation about the critical role art plays in the everyday lives of Oxnard residents, spanning from the construction of the Oxnard Performing Arts Center in 1968 to the Cultural and Community Services Department's creation in 2016. We hope that you see this as a tactical guide, with realistic and sustainable steps to establish a viable and accessible cultural center in the Oxnard Downtown. Explore with us as we take the vital first steps ensure that our home in Oxnard, is a house filled with encouraged creativity, the music of our ancestors and the vibrant destiny of our children and grandchildren.

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INTRODUCTION

The Economic Impact of the Arts – The Arts Mean Business!

Every day, more than 100,000 nonprofit arts and culture organizations act as economic drivers – creating an industry that supports jobs, generates government revenue, and is the cornerstone of our tourism industry. While the City of Oxnard has not participated in the nationwide arts and economic prosperity study, the findings of this study is a good starting point to understand the impact the arts have o the economy.

The Arts and Economic Prosperity Study 5 is an economic impact study of spending by nonprofit arts and cultural organizations and their audiences. It is the largest and most comprehensive of its kind ever conducted; 341 study regions in all 50 states, small rural to large urban populations ranging from 1,540 to 4 million.

Nationally, the nonprofit arts and culture industry generated \$166.3 billion of economic activity during 2015—\$63.8 billion in spending by arts and cultural organizations and an additional \$102.5 billion in event-related expenditures by their audiences. This activity supported 4.6 million jobs and generated \$27.5 billion in revenue to local, state, and federal governments (a yield well beyond their collective \$5 billion in arts allocations).

Arts and cultural organizations are valued members of the business community. They employ people locally, purchase goods and services from within the community, are members of their Chambers of Commerce, and promote their regions. The arts, unlike most industries, leverage significant amounts of event-related spending by their audiences. For example, part of the arts experience may include dining out, paying for parking, shopping in local retail stores, enjoying dessert after the show, and returning home to pay the babysitter. Based on the 212,691 audience-intercept surveys conducted for this study, the typical arts attendee spends \$31.47 per person, per event, beyond the cost of admission. Nationally, total event-related spending was an estimated \$102.5 billion during 2015.

The study also examined local and nonlocal attendee participation. When nonlocal attendees were asked about the purpose of their visit, more than two-thirds (68.9 percent) indicated that the primary purpose of their visit was “specifically to attend this arts event,” demonstrating the power of the arts to attract visitors to the community. As part of the survey, local attendees were asked about what they would have done if the arts event that they were attending was not taking place: 41 percent said they would have “traveled to a different community to attend a similar cultural event.” If a community fails to provide a variety of artistic and cultural experiences, not only will it fail to attract new dollars from cultural tourists, it will also lose the discretionary spending of its own residents who will travel elsewhere for a similar arts experience.

Historically, the City of Oxnard has demonstrated a steadfast commitment to the lively arts. This dedication has been shown and supported by the development of various efforts to promote the establishment and growth of the arts in Oxnard. Namely, this includes the

adoption of a Cultural Master Plan, the creation of a Cultural Arts Commission, and the recent passage of the Downtown Vision Plan which calls for the creation of an arts hub.

Cultural Master Plan (CMP)

Adopted by the City Council on July 2, 2009, the CMP is a broad mandate for enhancing the quality of life for all Oxnard residents through a variety of arts-related programs and initiatives. This master plan seeks to promote aesthetic, cultural and intellectual enrichment for Oxnard's residents by creating vibrant arts opportunities for all members of the community. The plan supports existing cultural facilities, the development of new ones, support for artists, and the creation of an engaging and attractive environment through the promotion of a thriving arts community, through policies and programs.

The recommendations included:

1. The creation of an arts coordinator position
2. Establishment and promotion of critical downtown arts locations
3. The encouragement of synergistic linkages among arts organizations.
4. The development of arts as a driver for economic prosperity in the Oxnard downtown

Downtown Vision Plan

On October 18, 2016, the Oxnard City Council unanimously approved the Downtown Vision Plan (DVP). The Congress for New Urbanism (CNU) comprised of professionals from across California with expertise in architecture, design, engineering, parking management, traffic, landscape architecture, development, and economics came to Oxnard and engaged the community and studied redevelopment strategies for Downtown Oxnard. This event, entitled the Oxnard Downtown Charrette, included an intense four-day consecutive day public process designed to provide open dialogues, focused group discussions, and individual interviews. Included in the expansive itinerary were CNU led events; with residents hosting a film festival at Plaza Cinemas and a pop-up studio space/art gallery. Following the engagement process, the CNU developed the vision plan which focuses on “7 Big Ideas” with one of those ideas being a Downtown Arts Hub.

Staff returned to the City Council on December 19, 2016, with an implementation plan. Regarding the arts hub specifically, Cultural and Community Services staff committed to working with and engaging the community on the future of the downtown arts hub around a collective vision and proposal to initiate projects and programs in downtown Oxnard.

METHODOLOGY/PLANNING APPROACH

The development of the Arts Hub Business plan involved community workshops and meetings, vital contributor interviews, focus groups, conversations with various stakeholders, including arts community leaders, professional artists, the business community, and educators. Additionally, the information and recommendations contained in the report represent best practices from other cities, as well as national leading arts organizations such as the Americans for the Arts and the Public Art Network. Also, considering the work that was previously conducted by several community leaders, city staff, and department heads in putting together the Cultural Arts Master Plan, many of the recommendations are either directly from the previously adopted plan by the City Council or complementary to such proposals. The Downtown Oxnard Arts Hub Business Plan will serve as a guiding document for the Cultural Arts Commission and staff to implement these recommendations over the coming years.

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COMMUNITY OUTREACH AND ENGAGEMENT

The development of the business plan has involved an extensive community outreach process including community workshops and meetings, key informant interviews, outreach by the cultural arts commission, focus groups, community survey, and meetings with key stakeholders and organizations. The following is a summary of these efforts.

State of the Arts Summit

On Thursday, May 25, 2017, a State of the Arts Summit was held at the Oxnard Public Library. Facilitated by a local art expert, Elena Brokaw, this summit hosted approximately 70 individuals, representing a broad mix of artists, nonprofit organizations, arts commissioners, appointed officials, and art enthusiasts. After a short overview of the nature of downtown cultural districts, attendees completed a short survey (results attached) to provide the City with a sense of the community's current perspective on the future of an arts hub, its feasibility, and information on how participants receive information about cultural events. Also, participants did a short exercise to develop words and phrases that encapsulate their vision/goals for Downtown Oxnard in ten years. Finally, attendees were invited to visit five stations to share ideas about what they might like to see in a downtown arts hub, how they could personally help, and what partners could be engaged. Those prioritized areas of focus are Programs and Events (Art Sale/Art in the Park and Restaurant Week); Built Environment (Restoration of Neon Signs, Murals, Artist Studios, Architectural Cohesiveness, Art on Buildings); and Education (Self-Guided Walking Tours, Children's Museum, Music Classes). As a result of this meeting, three steering committees (Built Environment, Programming and Events, and Arts Education) were formed to start work on formalizing preliminary recommendations to be implemented based on community feedback.

Community Arts Survey

As part of the Arts Summit program, a survey was administered to foster a better understanding of the community's current perceptions and attitudes on Downtown Oxnard, as well as their desired changes, should the arts hub become a reality. There were nearly 250 responses to the online and in-person survey. The attached one-sheet highlights the top 5 recommendations for each of the survey questions asked.

Vision to Reality Community Meeting

In follow up to the State of the Arts summit, another community workshop "Vision to Reality" was held at the Oxnard Performing Arts Center. There were approximately XX community members in attendance. This meeting, again facilitated by Elena Brokaw, included steering committee presentations, survey results, and highlights, as well as another opportunity for community members to share their thoughts and ideas. The

predominant ideas presented at the meeting included offering more festivals, seeking arts funding from businesses, and mural installations.

Focus Groups and Stakeholder Presentations

To further engage the community, staff reached out to specific stakeholders such as local nonprofit arts organizations, educational institutions, artists, downtown Oxnard organizations, the Convention and Visitors' Bureau and the Ventura County Arts Council. Each of these stakeholders received an overview of the preliminary findings and recommendations. For the most part, the feedback received was generally in line with the survey responses and community-wide engagement meetings. Any additional feedback (that was not previously captured) is incorporated throughout this plan

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EXISTING ARTS PROGRAMS AND SERVICES

Organization and Infrastructure

Since 1968, the City of Oxnard has funded arts and culture with the construction of the Performing Arts and Convention Center, and in 1987 the repurposing of the original Oxnard Public Library to the Carnegie Art Museum.

Carnegie Art Museum

Originally Oxnard's Carnegie Library, the Carnegie Art Museum was built in 1906 as one of the free public libraries funded by industrialist Andrew Carnegie. It was transformed as a Cultural Arts Center in 1980, and designated as an art museum by the Oxnard City Council in 1987. The Museum's multiple education and event programs for all ages, through the fund-raising efforts of the CAM Cornerstones.

Heritage Square

Heritage Square began in 1985 as a vision to preserve the historical and architectural uniqueness of turn-of-the-century Oxnard. It officially opened in 1991. Through the commitment of some of Oxnard's original pioneer families, other investors, and the City of Oxnard, eleven Victorian and Craftsman-style houses, a church, water tower, pump house, and storehouse have been moved to a single block of Oxnard's downtown and restored to their original condition. Heritage Square houses over 25 businesses including a restaurant, wine tasting room, and Visitor Center, serving the community as an event and cultural destination with living history performances, concerts, teas, and docent-led tours.

CAM Studio Gallery

Launched in 2013, the CAM Studio Gallery at 329 N. Fifth Street is directly adjacent to the Museum. In this extra space made possible by CAM Cornerstones support, spotlight exhibits from the permanent collection, exhibits, and a popular guest studio artist program have all flourished.

Oxnard Performing Arts and Convention Center

Since 1968, the PACC at 800 Hobson Way, just outside the Downtown Oxnard core, has hosted thousands of performances reaching more than 3 million people. Outstanding Broadway musicals, prominent guest speakers, musical acts, and plays have all graced the Center's stage. The PACC's eight additional meeting rooms are regularly in use for business meetings, trade shows, seminars and numerous public and private functions.

Oxnard Public Library

The mission of the Oxnard Public Library is to enrich the lives of Oxnard's diverse community by providing quality customer service, free and equal access to all library resources, and encouraging lifelong learning for future success.

In 1907, the Oxnard Public Library opened its doors in a building funded by the Andrew Carnegie Foundation that is now the Carnegie Art Museum. In 1915 with the establishment of the Ventura County Library System, the City of Oxnard leaders decided to maintain the Oxnard Public Library as a city library, separate from the County Library System.

Programs and Initiatives

The Oxnard Cultural Arts Commission

In 2015, the Cultural Arts Commission, a nine-member Citizen Advisory Group (CAG), was appointed to advise the City Council on matters about the cultural arts in the Oxnard community.

Cultural Arts Grant Program

In a juried process, administered by the Cultural Arts Commission, Oxnard-based artists and arts organizations are eligible to apply for funding through an RFP (Request for Proposal) process.

Cultural and Community Services Department

In 2016, the City created the Cultural and Community Services Department to bring together similar community service functions into one division with the intention of aligning strategies with resources to implement the goals and priorities of the City. The Cultural and Community Services Department includes the Oxnard Public Library, Recreation and Community Services, the Performing Arts and Convention Center, and the Carnegie Art Museum.

Arts Education Programs at the Carnegie

The Museum's multiple education and event programs for all ages are sustained through the fund-raising efforts of the CAM Cornerstones. The Carnegie has provided outstanding education programs including tours, classroom presentations, adult gallery talks, lectures, and art workshops for children through adults. The Carnegie serves 5,000-10,000 students annually from throughout Ventura County. College partnerships have included Oxnard College, Ventura College, California State Universities Channel Islands and Northridge.

PACC the Arts Festival

The "PACC the Arts Festival" is a celebration of the visual artists, musicians, dancers, performers and venues that make up Oxnard's diverse cultural and creative talent and is

held at the Oxnard Performing Arts & Convention Center (the PACC). In 2016, more than 1,000 attendees enjoyed live music, visual art, dance performances, and arts and crafts. On May 25-27, 2018, the event will again feature multicultural art and entertainment for guests of all ages. The theme is “Art By The People” or “Arte De La Gente,” and, new this year, a one-of-a-kind vintage car show, will be included.

Multicultural Festival

Every year since 1995, the Oxnard Multicultural Festival is presented by the City of Oxnard’s Community Relations Commission. The festival, organized by the commission and City of Oxnard staff and volunteers is held annually on the first Saturday of October and celebrates the rich cultural diversity of the City’s residents and history. People of every culture come together to learn and discover their shared values in an atmosphere that honors all. The Multicultural Festival offers a variety of performing groups, live music, food vendors, exhibitors, demonstrations, and hands-on activities for the entire family. Admission is free.

Tamale Festival

Celebrating “the world’s most delicious seasonal treat,” Oxnard’s Tamale Festival is on the first Saturday in December. The City’s Recreation & Community Services Department presents the Annual Oxnard Tamale Festival inside Oxnard’s historic Plaza Park. Event participants choose from different local tamale vendors and home chefs who may feature strawberry, oyster, chocolate, pumpkin as well as chicken and pork. Other activities include live entertainment, arts, and crafts, cooking demonstrations, eating contests, amusement rides and much more. Admission is free.

Recreation Classes

Recreation classes offered through the City’s Recreation and Community Services Department are designed to enrich the quality of life for all Oxnard’s residents through safe, positive, and active opportunities. The wide range of classes promoting wellness, social connections, pride, and lifelong learning.

In addition to these established city-funded programs, facilities, and events, the City of Oxnard recently allowed the usage of the former Social Security building by local arts organizations through short-term license agreements. As a result, the Acuna Art Gallery and the Oxnard Film Society both hosted very successful exhibits, “Latino Visions” and “We Remember - Ventura County to Vietnam and Back.”

COMMUNITY VISION AND MISSION OF ARTS HUB

Arts Hub Vision

"A lively arts destination that promotes an intersectional and enriching experience, attracting the local and visiting communities."

Arts Hub Mission

"To Shape a Vibrant and Accessible Downtown Where the Arts Thrive"

PROGRAMMING AND EVENTS

Introduction

The Oxnard Arts Hub committee has developed a variety of dynamic and enriching arts-based programming. Programs are to include live podcasting, musical performances, film screenings, seasonal walking tours, festivals and hands-on activities for patrons of all ages. These annual program ideas will be held in conjunction with resources identified by the Built Environment and Educational Committees. All programs will be approximately 1.5-2 hours in length. This proposed arts schedule can be in place and be running in as soon as next month for some events, and next summer for others. The Programming steering committee was led by PACC Manager Chelsea Reynolds, with participation by Arts Commissioners Behrens and Hirata. Additional participants include Abel Magana, Executive Director of the Oxnard Downtown Improvement District and Gary Blum with the Oxnard Downtowners.

Benefits of the Arts in Programming

The presentation of arts programs can be a unifying effort for communities, strengthening and improving their way of life. The target population of Arts Hub initiatives and events include all City of Oxnard residents. These programs have an intergenerational focus, with activities geared toward patrons of any age, providing dynamic experiences, while engaging Oxnard residents of every walk of life. The committee also proposes an investigation into sponsorship and partnership opportunities, to include area schools, civic associations, boys and girls clubs and existing businesses in the Oxnard community. These reciprocal partnerships work to improve the Oxnard economy by energizing local business efforts and providing a sustainable means to engage the public.

Goals

1. To provide a sustainable model for presenting a diverse array of seasonal arts programming that will be enriching to the Oxnard Community and surrounding areas.
2. To work closely with community representatives to secure partnerships and sponsorship opportunities while assisting in developing a working model for presenting arts in the Oxnard Arts Hub.

Recommendations and Strategies

Recommendation 1- Creation of a Downtown Arts Season

The creation of a season of lively and sustainable programming to be activated in the Oxnard Downtown.

Strategies

- 1.1 Utilize successful programming models and suggestions from the arts community survey and public feedback, to develop and pursue potential programming initiatives.
- 1.2 Assess the available downtown resources and catalog potential venues, program ideas and untapped areas of interest, working with City resources to ensure compliance and code requirements.
- 1.3 Identify the required staffing, supplies and resources to begin the planning and implementation of a "season" of accessible programs that highlight and utilize the Oxnard downtown area.
- 1.4 Develop a realistic budget, taking into account overhead, staffing, potential permitting, rental and insurance requirements.

Recommendation 2- Development of a Downtown Arts Festival

The creation of a Downtown Arts Festival with a focus in healing, intersectional activities and arts opportunities for all Oxnard residents.

Strategies

- 2.1 Utilize successful programming models and suggestions from the arts community survey and public feedback, to develop and pursue potential programming initiatives.
- 2.2 Assess the available downtown resources and catalog potential venues, program ideas and untapped areas of interest, working with City resources to ensure compliance and code requirements.
- 2.3 Identify the required staffing, supplies and resources to begin the planning and implementation of an accessible festival that highlight and utilize the Oxnard downtown area, with an intersectional focus.
- 2.4 Develop a realistic budget, taking into account overhead, staffing, potential permitting, rental and insurance requirements.

Recommendation 3 -Sponsorship and Community Partnerships

The committee proposes close planning with community representatives and organizations to facilitate a collaborative process that is mutually agreeable to all parties.

Strategies

- 3.1 Assess and engage the Downtown, regional and national Organizations to gauge interest in reciprocal community partnerships.
- 3.2 Identify potential sponsorship opportunities, to include financial and in-kind resources.
- 3.3 Develop a sustainable sponsorship plan that highlights the tangible and intangible benefits of reciprocal community partnership.
- 3.4 Identify synergistic opportunities for Downtown businesses to include the arts hub in their budgets and marketing opportunities.

BUILT ENVIRONMENT

Introduction

The Arts built environment encompasses everything from design, public art projects, and how arts infrastructure facilitates engagement and experience of the arts. In order for the arts hub to become a reality, the local business community, arts organizations, and artists must be at the forefront of the built environment transformation. This level of engagement will help ensure participation by the people and organizations who will infuse life into the downtown, and that the advancement of arts in Oxnard is organic and has longevity.

The Built Environment steering committee was led by Cultural Arts Commissioner Chair Margaret Cortese, with participation by Commissioners Behrens and Hirata. Additional participants include Downtown Improvement District, the Oxnard Downtowners, a local artist, and a Parks and Recreation Commissioner. Additionally, the committee met with Directors of Economic Development and Community Development to solicit information on how the proposed recommendations could be realized.

Benefits of the Arts in the Built Environment

Often, when people hear the term public art, they envision murals, statues, and memorials. This perspective is but one aspect of what public art has to offer a community. Public art includes permanent and temporary works, but also includes, architectural and landscape architect design, interactive projects that engage the community in dialogue about issues that are central to their community, performance spaces, and even festivals. Public art provides a sense of community, connects individuals from different walks of life, boosts economic development and tourism, stimulates thought-provoking conversation, and offers a sense of place. Transforming the built environment of Downtown Oxnard through the arts will connect the community in meaningful ways and provide enhanced quality of life and appreciation of Oxnard's unique identity.

Goals

1. To enhance the aesthetic appeal of downtown Oxnard and enliven downtown spaces through the arts
2. Promote arts and culture within the community, making Downtown the destination and gathering place for cultural experiences
3. Celebrate and distinguish Oxnard's unique and diverse culture

Recommendations and Strategies

The community has expressed their vision of a built environment that includes permanent and temporary works of arts (murals, sculptures, etc.), artist spaces, galleries, studios, museums, performing art spaces, restoration of neon signs, architectural cohesiveness, and use of empty storefronts for art displays.

Recommendation 1 - Develop, Fund, and Implement a Public Art Program

Develop, fund, and implement a public art program to beautify downtown that includes city-funded temporary and permanent works of art, private investment in public art, a conservation and maintenance plan, and an industry standard public art selection process.

The Cultural Arts Commission recently developed a Public Art Permit Guidelines and Process document. This document is a comprehensive overview of the guidelines, steps, and criteria for establishing public art projects that are on private property, city property, or in the city right of way.

Essential steps towards a robust public art program include a staff liaison to coordinate such projects from beginning to end, develop a conservation and maintenance plan to ensure timely monitoring and maintenance of the artwork, and to promote an industry standard public art selection process for city-funded works of art.

Staff and the Arts Commission will utilize the myriad of resources available through the Americans for the Arts (AFTA) and their Public Art Network (PAN). PAN develops professional services for the broad array of individuals and organizations engaged in the diverse field of public art. PAN is the only professional network in the United States dedicated to advancing public art programs and projects through advocacy, policy, and information resources to further art and design in our built environment.

Strategies

1.1 Create a downtown Oxnard mural walk and provide annual funding for mural installations.

1.2 Develop and implement a pilot downtown placemaking mini grant program to enliven public spaces with visual arts.

1.3 Develop a conservation and maintenance plan

1.4 Develop a Cultural Arts Commission handbook for artists to help artists' navigate the complex world of public art that includes negotiations, contracts, community involvement, scheduling, and a great deal of public scrutiny.

Recommendation 2 - Enhance Walkability of Downtown

Communities with thriving and vibrant downtown corridors are pedestrian-oriented with shopping, dining, arts, culture, and entertainment thereby offering an urban environment that creates a dynamic sense of place.

The following strategies are based on community feedback and industry best practices to enliven the built environment and public spaces through exploration, socialization, and engagement.

Strategies

2.1 Develop various self-guided walking tours such as Cultural Trail, Historic Walking Tour, and others that highlight the heritage and diversity of Oxnard.

2.3 Encourage use of alley and breezeways as locations for cultural uses such as outdoor performances, murals/public art, and an open-air art market.

2.4 Develop a sign improvement program that provides financial incentives for businesses that restore existing neon signage or purchases neon signs for installation.

Recommendation 3 - Regulatory and Financial Incentives

Financial and regulatory incentives are a catalyst for attracting, expanding, and developing arts, dining, entertainment, and cultural enterprises in downtown. The City of Oxnard should explore the development of regulatory and financial incentives to encourage active spaces such as outdoor dining and street activity, as well as arts and cultural uses such as museums, galleries, theaters, performance spaces, artist live/work space, and music venues.

Strategies

- 3.1 Form staff and advisory group/taskforce to develop an ordinance that codifies financial and regulatory incentives such as fee waivers, rebates, business license reductions, and expedited building permit review.
- 3.2 Develop a program/expedited process that allows property owners to have artists display artworks in vacant storefronts.

ARTS EDUCATION

Introduction

It has long been recognized that along with reading, writing, and math; the arts are essential to positive youth development.

The arts enrich the lives of young people and help build healthy and vital communities.

However, in recent decades, funding priorities have severely limited arts education in the classroom.

Oxnard is somewhat more fortunate than many communities in that there is a deep infrastructure of highly committed arts education advocates and artists who are working at diverse settings in the Downtown and at other venues to bring a range of arts experiences to Oxnard's students.

Existing Arts Education in Oxnard

There are several arts education nonprofits that receive partial funding through the City's Cultural Arts grant program who offer art activities for children. Among these organizations, you will find a potpourri of styles, disciplines, and instructors dedicated to the promotion of the arts, and the preservation of Oxnard's culture of diversity through Arts Education.

Run by the City of Oxnard under contract to the Oxnard School District, the Oxnard Scholars after-school program provides arts enrichment activities to more than 2,000 students in addition to academic support and tutoring. Their annual end-of-year art show brings out students wearing badges proclaiming "I Am An Artist" as parents, family members, and guests admire their achievements. Oxnard Scholars are funded in part by the State of California.

The Carnegie Art Museum hosts regular school tours, Free Family Day, and nominally-priced Saturday "Building Blocks," art exploration classes where the techniques and tools of visual artists are presented for ages 7-11.

The Channel Islands Maritime Museum also hosts student visits as well as an annual show of visual art by Oxnard Union High School students. Storytimes at the Oxnard Library branches typically include a craft component for the littlest artists. The New West Symphony also regularly fills the PACC auditorium.

There are numerous other artists and friends of arts education in Oxnard including activists developing projects which deeply involve youth in design components, such as a recently completed mural in the Colonia neighborhood, and the "Santa to the Sea" mural,

both outside of the downtown core. The Fall 2017 Youth Art Festival, funded in part by a Cultural Arts grant, brought out many groups and artists presenting and offering creative opportunities for young people. Additionally, the diverse cultural communities of Oxnard are all engaged in keeping their arts and cultural traditions alive by providing classes in music, dance, and culinary arts.

As well, a number of for-profit groups long-established in Oxnard teach highly popular martial arts and dance from various traditions and are regularly represented at Oxnard's festivals and annual holiday parade. Additionally, the Boys and Girls Clubs of Greater Oxnard and Port Hueneme have visual arts, crafts, creative writing, and performing all at the core of their arts programming.

Goal

All the constituencies with similar goals of offering arts experiences and lessons work together.

Recommendations and Strategies

Recommendation 1 - Arts Education Collaboration

Strategies

- 1.1 Utilize Arts Education Steering Committee members to convene a communitywide arts education consortium to communicate and coordinate arts education opportunities offered by schools, the City, cultural institutions, and arts organizations. This consortium should also discuss and identify arts education needs and strategies to meet identified needs.

Recommendation 2 - Community and Business Partnerships

- 2.1 Identify and create mutually beneficial partnerships to provide or expand arts education programming in City facilities such as the Oxnard Public Library, the Carnegie Art Museum, Performing Arts and Convention Center, and youth centers. City facilities would be offered to partners at free or reduced cost based upon arts education needs identified by the consortium under strategy 1.1.

- 2.2 ~~Resources, such as venues that can be made available at Downtown's local churches or fraternal organizations for rehearsal space and meetings, should be explored. Businesses that have arts as their core (ie. D.W. Drum Co.) should be approached to subsidize class fees and payment to teaching artists.~~

2.3 Incorporate youth/student mentorship opportunities into existing arts programs and projects such as after school programs, mural projects, and programming offered by the City and/or community.

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MARKETING AND COMMUNICATIONS

Introduction

“Build it, and they will come” is not a given for any new business, product, or enterprise. Integral to the planning and development of a cultural district is marketing. A proactive, comprehensive, and integrated marketing plan that leverages resources focuses on specific audience segments and utilizes the most appropriate tools will maximize return on investment.

To ensure there is enthusiastic support, attendance and sustainability for the Arts Hub, marketing and promoting the Hub as well as its ongoing activities will require a robust and multi-pronged approach carried out by a number of entities, from city staff and key stakeholders to participating artists and arts organizations. Marketing and Communications can encompass everything from flyers and word-of-mouth to social media campaigns, print and radio advertisements, as well as branding and cross-promotion between government, businesses and nonprofits alike. The following promotional plan outlines marketing objectives and strategies for the Arts Hub.

Benefits of Marketing and Communications

There are a variety of benefits that come with designing and implementing a successful marketing and communication plan. At its core, this plan provides a guideline for those involved in the Arts Hub to follow. Doing so will achieve the goals and expectations outlined in this business plan. With its many participants and stakeholders, a marketing plan provides a clear, shared path for everyone to work in unison to reach common goals.

Goals

1. Create a vibrant, recognizable, and trusted brand for the Arts Hub
2. Attract residents and visitors to downtown for safe, welcoming and authentic, immersive experiences; Provide out-of-town visitors: 1) a reason to come to Downtown Oxnard, and 2) a reason to extend their visits by making downtown fun and convenient for tourists
3. Increase the income/patronage of artists, arts organizations, and downtown businesses, and in turn, help strengthen the local economy

Recommendations and Strategies

Informing this marketing and communications plan are the numerous case studies from cities around the country that have successfully invested in and developed their own cultural arts districts.

Recommendation 1 - Invest in the Public Image of the Arts Hub

First impressions are critical in developing brand recognition, loyalty, and continued patronage. Forty-eight percent of consumers report that they are more likely to become loyal to a brand during the first purchase or experience.

Effective branding is how the Oxnard Arts Hub can authentically communicate with consumers and differentiate itself from other cultural districts or attractions in a competitive landscape.

A reliable brand increases awareness and visibility and develops lasting relationships with target audiences. Furthermore, it helps build authority and credibility, which leads to the continued generation of traffic to the Arts Hub.

Strategies

1.1 In conjunction with City's Public Information Office, develop an Arts Hub logo, color scheme, talking points, accompanying graphics, and promotional video for use at every opportunity for branding and visibility purposes.

1.2 Utilize branding throughout downtown to generate visibility and add to the hub's vibrancy and placemaking. Erect Arts Hub banners and signage along main thoroughfares, store windows, and other opportunities.

1.3 Create an OxnardArts.com website to centralize arts-related information, including events and happenings, maps and walking tours, cultural venues, artist/studio, and arts organization directories, as well as current opportunities for artists and nonprofits (grants, exhibitions, etc.). Develop an email subscriber component to communicate announcements to interested parties and expand subscribership by collecting email addresses at Arts Hub events

1.4 Launch social media platforms and campaigns with specific Arts Hub handles. Initiate Arts Hub Hashtag and social media/engagement campaign with rotating selfie opportunity to different downtown locations/events.

Recommendation 2 - Create a Task Force to Oversee Marketing and Promotions

To create general awareness in Oxnard, Ventura County, and the surrounding areas, a suite of representatives from various public, private and government agencies should comprise a task force that can help amplify messaging and promote activities. Jointly, the efforts of a task force can result in increased foot traffic downtown, a change in perception that Downtown Oxnard is a dangerous or undesirable destination, and that it is instead a destination for the enjoyment of the arts.

Strategies

2.1 Capitalize on appropriate city staff and resources. Work with PIO to issue news releases, pitch stories to media outlets and to feature essential events on Collection Marquee. Work closely with Downtown Revitalization Manager and Homelessness Commission and their networks/resources. Involve Branding & Communications Committee for CCS Department. Dedicated pages in Recreation Guide to Arts Hub.

2.2. Collaborate with venues in the Arts Hub. Ensure that patrons of one Arts Hub venue are aware of additional art opportunities in the area (Heritage Square, CAM, The PACC). Co-ordinate events and promotions accordingly. Distribute quarterly schedules of events at these locations.

2.3 Collaborate with Arts Hub artists, nonprofit organizations, business associations, and arts venues to produce and promote programming to attract audiences. Select restaurants in the Arts Hub with which to partner, and develop co-promotions – such as bring in a ticket from an arts event for 10% off a post-event meal.

2.4 Maintain visibility through regional media efforts. Launch aggressive ad campaigns in local papers and radio. Purchase advertising in critical outlets: VC Reporter, VC Star, Social Media, etc. Seek out media sponsors (print, radio) to reduce the cost of advertisements. Submit calendar listings to Tri-County area as appropriate. Promote events through Web sites, including Ventura County Arts Council, the Oxnard Convention and Visitors Bureau, and others.

2.5 Create and distribute collateral. Produce quarterly flyers and calendars announcing Arts Hub events and programs. Create direct mail pieces that can be delivered door-to-door by City Corps.

Recommendation 3 - Execute a tourist-centric approach to marketing

Cultural tourism is based on the mosaic of places, traditions, art forms, celebrations, and experiences that define this nation and its people, reflecting the diversity and character of the United States. This form of tourism has become recognized as a global force for economic development. Tourists and related development, when planned, can positively impact a destination's character and culture.

Strategies

3.1 Cross-promote the Arts Hub with venues and ancillary businesses, such as hotels and restaurants, to ensure that patrons are aware of various arts and entertainment opportunities in the area. Create promotions – and provide materials for guests – specifically for the concierges.

3.2 Work closely with Oxnard Convention & Visitors Bureau, Visit Oxnard, California Welcome Center, and other visitor organizations to ensure that they have materials and information promoting the Arts Hub to out-of-towners in print and online. Extend reach by joining/working with nearby Chambers of Commerce, Tourism Bureaus and their promotional committees and the marketing committees of other groups engaged in community promotions.

3.3 Connect with special events, expositions and conventions in the area (or with a potential draw to the city) to profile the Arts Hub as a venue, satellite location or excursion opportunity. Exhibit at these functions when appropriate, i.e., a Ventura County wedding expo if you want to highlight Arts Hub venues that could be ideal sites for weddings.

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PERFORMANCE MEASUREMENTS

Measuring the success of recommendations throughout this business plan is essential as Oxnard works towards a strategic and intentional strategy of transforming its downtown into a flourishing hub with diverse, vibrant arts, cultural, and entertainment experiences. Some ways of measuring the City's efforts include the collection of qualitative and quantitative data derived from many proven metrics, the observation of which can assist in the development of strategies essential to successful and sustainable placemaking.

If Arts Hub management asks the right questions and listens to the customer (the visitor/tourist), the responses may prove insightful, instructional, and informative. Evaluation begins with identifying the right questions, then selecting the correct methodology and survey instrument to obtain those answers from the desired audience.

Strategies

4.1 Analyze traffic to the Arts Hub by identifying the number of promotional materials distributed, audience size for city arts events, measuring evening/pedestrian foot traffic, and tracking the number of arts events and activities scheduled in downtown. Coding promotional materials, such as direct mail pieces or advertisements, and monitoring the yield from these promotions can help establish the success rate of Hub promotions and events.

4.2 Administer community sentiment surveys, visitor surveys, social media queries, monitor feedback on sites like Yelp, and more.

4.3 To gauge economic changes, management can consider restaurant revenues before and after downtown arts events, receipts from relevant parking garages, periodic economic impact surveys, tracking year-over-year revenue and attendance from Arts Hub facilities, such as the Carnegie Art Museum, etc.

4.4 To monitor the impact from the artist and arts organizations' perspective, creative capacity surveys can be conducted, exhibitor revenue reports from events, ticket sales at performances, sales tax in galleries, increase in the number of galleries, studios or arts venues, etc.

Important Metrics to Consider***Economic Growth***

Increase in Retail

Occupancy Rate

Daytime Population

Taxable Sales

Employment

Restaurant Revenues Before and After Downtown Arts Events

Visitor Surveys

Community Engagement

Strategic Partnerships

Number of Attendees (Programs and Events)

Number of Events

Community Sentiment Surveys

Arts Infrastructure

Number of Artists/Live Workspaces

Number of Artists Commissioned (Public Art)

Number of Arts, Entertainment, and Cultural Businesses

STAFFING AND FUNDING

Arts Staffing

When the Cultural Master Plan was presented to the Oxnard City Council for adoption, one of the recommended actions was to direct staff to return to Council with a recommendation regarding the creation or appointment of a full-time arts coordinator. Staff returned to the City Council on September 25, 2013, and only asked for an appropriation of \$20,000 from the Public Art fund balance to hire a part-time cultural arts assistant. This position was funded at 15-20 hours per week to assist with the cultural arts grant program, seek and apply for arts-related grants and support the Cultural Arts Committee (now Commission). Other duties include the development and maintenance of databases for arts activities, events, venues, organizations, and artists, and assistance in the coordination and promotion of arts events. With a limited number of hours of 15-20 hours per week, realistically, a part-time extra help position is not sufficient to accomplish all the areas of focus intended and outlined in the CMP and the ensuing staff report.

The Cultural and Community Services department was created to bring together like functions within one department. The department is attempting to align strategies and capitalize on limited resources to implement the goals and priorities of the City. As it pertains specifically to the arts, one extra help position, budgeted at 15 – 20 hours per week isn't sufficient to launch the city's efforts. The combination of the Cultural Master Plan, Downtown Vision Plan, and the Arts Hub business plan provides an excellent foundation and structure for furthering the arts in Oxnard. However, the department is limited in its ability and capacity to accomplish the goals and intentions outlined in these plans without additional resources.

A City Arts Administrator is needed to work as part of the Cultural and Community Services team, serve as an organization and community liaison, and the city's in-house expert on arts administration. The incumbent will be responsible for supporting the development, administration, and implementation of the city's public art program and downtown arts hub. These assignments include, but are not limited to permanent and temporary public art installations; community art projects; monitoring ongoing conservation and maintenance work of public art; planning, developing, coordinating, leading, implementing, and evaluating arts programs for various ages and interest groups. This position will also assist with the organization of special events; providing leadership and staff support to the Cultural Arts Commission; collecting and developing information related to various arts initiatives within the community; and engage the community in creative placemaking.

The immediate priority for the position is to begin implementation of Arts Hub business plan. This project includes developing the call for artists for downtown mural projects, implementation of marketing and communication strategies to coordinate branding and messaging, assist with the launch of the creative placemaking mini-grant program, and assist with the implementation and coordination of downtown programs and events. Without a staff member dedicated to recommendations and strategies outlined in the business plan, the intended outcomes will not come to fruition.

Recommendation 1 - Create an Arts Administrator Position

To implement the focus areas in the CMP, the Downtown Vision Plan, and the Arts Hub a full-time Arts Administrator is needed. This position will not replace the work of the existing cultural arts assistant, but instead provides the opportunity for the city to hire an individual with expertise in arts administration and public art to lead the city's arts initiatives.

1.1 Due to the City's current financial outlook, staff recommends that the city hire a 0.5 FTE employee and re-evaluate funding the position full-time when budget circumstances improve. A half-time benefited employee will have some ability to carry out the recommendations in this plan

Ongoing Funding for Downtown Arts Hub

To realize any real change or progress towards the arts hub project, an ongoing source of funding is necessary to fund public art projects, programming and events, and arts education opportunities. Currently, the city supports the arts primarily through its general fund and the Public Art Fund (PAF). General fund dollars are used to support the Oxnard Performing Arts and Convention Center and the Carnegie Art Museum, while the PAF is primarily used to help local arts organizations through a grants process.

One potential source of funding is state and federal grants such as the California Arts Council or the National Endowment for the Arts. However, the City cannot rely upon grants as an ongoing source of funding. Additionally, most grants require a strong history of programming, and it will take some time for to build programming and events in downtown Oxnard.

Another source of funding commonly used in cities throughout the country is a dedicated portion/percentage of Transient Occupancy Tax. Again, cities with well-known arts, cultural, and entertainment experiences generate tourism, thereby increasing the amount of hotel taxes within the city.

As the city works towards creating an arts hub and tangible results begin to happen, private investment and sponsorships become more viable options. However, until such time there is a noticeable transformation of downtown Oxnard, private investment and sponsorships will be more difficult to obtain.

Recommendation 2 - Identify an ongoing source of funding to support arts, culture, and entertainment in downtown Oxnard.

2.1 Explore designating a percentage of transient occupancy tax as an ongoing funding source for Downtown Arts Hub.

2.2. Explore designating a percentage of the Public Art Fund as an ongoing funding source for Downtown Arts Hub.

Recommendation 3 - Seek corporate sponsorships and private investment

3.1 Work with Economic Development Department and Oxnard Convention and Visitors' Bureau to develop a sponsorship package/opportunities for Downtown Arts Hub.

PLANNING PARTICIPANTS

Vince Behrens
Adam Santana
Agatha Munoz
Andi Schoenbaum
Carmen Barba
Jessica Kimble
Lillie Alvarez
Vernelle Edwards

Obtain sign in sheets and list other planning participants

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PROGRAMMING AND EVENTS

	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost	Funding Source *	Leading Entity	Potential Colaborators or Financial Partners
Programs and Events									
Recommendation 1: Creation of a Downtown Arts Season									

Strategies

1.1	Utilize successful programming models and suggestions from the arts community survey and public feedback, to develop and pursue potential programming initiatives.		\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 120,000	Settlement Fund/Measure O	City Staff / Commission/ Volunteers	
1.2	Assess the available downtown resources and catalog potential venues, program ideas and untapped areas of interest, working with City resources to ensure compliance and code requirements.	\$ -	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	Settlement Fund	City Staff/ Commission/ Committee	
1.3	Identify the required staffing, supplies and resources to begin the planning and implementation of a "season" of accessible programs that highlight and utilize the Oxnard downtown area.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	City Staff	
1.4	Develop a realistic budget, taking into account overhead, staffing, potential permitting, rental and insurance requirements.	TBD	TBD	TBD	TBD	TBD	TBD	N/A	City Staff	
		\$ -	\$ 80,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 170,000			

Recommendation 2: Development of a Downtown Arts Festival**Strategies**

2.1	Utilize successful programming models and suggestions from the arts community survey and public feedback, to develop and pursue potential programming initiatives.		\$ 20,000	\$ 15,000	\$ 10,000	\$ 10,000	\$ 55,000	Settlement Fund/Measure O	City Staff/ Commission	
2.2	Assess the available downtown resources and catalog potential venues, program ideas and untapped areas of interest, working with City resources to ensure compliance and code requirements.	\$ -	\$ 15,000	\$ -	\$ -	\$ -	\$ 15,000	Settlement Fund/Measure O	City Staff/ Commission/ Committee	
2.3	Identify the required staffing, supplies and resources to begin the planning and implementation of an accessible festival that highlight and utilize the Oxnard downtown area, with an intersectional focus.	\$ -						N/A		
2.4	Develop a realistic budget, taking into account overhead, staffing, potential permitting, rental and insurance requirements.	\$ -						N/A		
		\$ -	\$ 35,000	\$ 15,000	\$ 10,000	\$ 10,000	\$ 70,000			

PROGRAMMING AND EVENTS

	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost	Funding Source *	Leading Entity	Potential Colaborators or Financial Partners
Recommendation 3: Sponsorship and Community Partnerships									

Strategies

3.1	Assess and engage the Downtown, regional and national Organizations to gauge interest in reciprocal community partnerships.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	City Staff	\$ -
3.2	Identify potential sponsorship opportunities, to include financial and in-kind resources.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	City Staff/ Commission/ Committee	\$ -
3.3	Develop a sustainable sponsorship plan that highlights the tangible and intangible benefits of reciprocal community partnership.	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000	Measure O	City Staff/ Commission/ Committee	
3.4	Identify synergistic opportunities for Downtown businesses to include the arts hub in their budgets and marketing opportunities.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	City Staff	
		\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 5,000.00			

	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost
TOTAL COSTS FOR PROGRAMMING AND EVENTS	\$ -	\$ 115,000	\$ 45,000	\$ 45,000	\$ 40,000	\$ 245,000

**The funding source is a suggestion. Staff will request appropriations through the annual budget process or as a separate item on the Council agenda. Furthermore, the requested appropriation will be dependent upon factors such as available fund balance, potential sponsorships, and other competing city priorities at the time of the request.*

Downtown Arts Hub
Implementation Matrix
BUILT ENVIRONMENT

E.1.b

		FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost	Funding Source	Leading Entity	Potential Colaborators or Financial Partners
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Built Environment

Recommendation 1: Develop, fund, and implement a public art program

Strategies

1.1	Create a downtown Oxnard mural walk and provide annual funding for mural installations	\$ 90,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 290,000	Settlement Fund/Public Art Fund	City Staff / Commission	
1.2	Develop a pilot downtown placemaking mini grant program to enliven public spaces with visual arts		\$ 30,000	\$ 30,000			\$ 60,000	Settlement Fund/Public Art Fund	City Staff/ Commission	
1.3	Develop a conservation and maintainance plan	\$ -	\$ -	\$ -	\$ 8,000		\$ 8,000	Settlement Fund/Public Art Fund	City Staff	
		\$ 90,000	\$ 80,000	\$ 80,000	\$ 58,000	\$ 50,000	\$ 358,000			

Recommendation 2: Enhance Walkability of Downtown

Strategies

2.1	Develop various self-guided walking tours such as a cultural trail, historic walking tour, and others that highlight the heritage and diversity of Oxnard	\$ -	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ 10,000	Measure O	City Staff	Oxnard Downtowners, Cultural
2.2	Encourage use of alley and breezeways as locations for cultural uses such as outdoor performances, murals/public art, and open air art market	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
2.3	Develop a sign improvemet program that provides financial incentives to businesses that restore existing neon signage or purchase new neon signs for installation	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 20,000	Settlement Fund		
		\$ 5,000	\$ -	\$ 15,000	\$ 10,000	\$ 30,000				

Recommendation 3: Develop Regulatory and Financial Incentives

Strategies

3.1	Develop an Oxnard Arts Hub ordinance that codifies financial and regulatory incentives such as fee waivers, rebates, business license reductions, and expedited permit		TBD	TBD	TBD	TBD	TBD	TBD	City Staff	
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	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost
TOTAL COSTS FOR BUILT ENVIRONMENT	\$ 90,000	\$ 85,000	\$ 80,000	\$ 73,000	\$ 60,000	\$ 388,000

**The funding source is a suggestion. Staff will request appropriations through the annual budget process or as a separate item on the Council agenda. Furthermore, the requested appropriation will be dependent upon factors such as available fund balance, potential sponsorships, and other competing city priorities at the time of the request.*

Downtown Arts Hub
Implementation Matrix
ARTS EDUCATION

E.1.b

		FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost	Funding Source	Leading Entity	Potential Colaborators or Financial Partners
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Arts Education

Recommendation 1: Arts Education Collaboration

Strategies

1.1	Utilize Arts Education Steering Committee members to convene a communitywide arts education consortium to communicate and coordinate arts education opportunities.	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 2,500	Public Art Fund	City Staff / Commission	
		\$ 500	\$ 500	\$ 500	\$ 500		\$ 2,500			

Recommendation 2 - Community and Business Partnerships

Strategies

2.1	Identify and create mutually beneficial partnerships to provide or expand arts education programming in City facilities.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		City Staff/ Commission	
2.2	Incorporate youth/student mentorship opportunities into existing arts programs and projects such as after school programs, mural projects, and programming offered by the City and/or community	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		City Staff	Oxnard Downtowners, Cultural
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost
ARTS EDUCATION	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	\$ 2,500

**The funding source is a suggestion. Staff will request appropriations through the annual budget process or as a separate item on the Council agenda. Furthermore, the requested appropriation will be dependent upon factors such as available fund balance, potential sponsorships, and other competing city priorities at the time of the request.*

MARKETING AND COMMUNICATIONS

		FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost	Funding Source	Leading Entity	Potential Colaborators or Financial Partners
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Marketing and Communications

Recommendation 1: Invest in the Public Image of the Arts Hub

Strategies

1.1	Develop Arts Hub logo, graphics, and promotional video	\$ -	\$ -	\$ -	\$ -	\$ -	\$0		City Staff / PIO	
1.2	Erect Arts Hub banners and signage along main thoroughfares, store windows, and other opportunities.	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$20,000	Settlement Fund	City	
1.3	Create an OxnardArts.com website and email list	\$ -	\$ 300	\$ 300	\$ 300	\$ 300	\$ 1,200	Public Art Fund	City	
1.4	Launch social media platforms and campaigns	\$ -	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$20,000	Measure O	City	Convention and Visitors Bureau, Downtown Improvement District
		\$ -	\$ 25,300	\$ 5,300	\$ 5,300	\$ 5,300	\$41,200			

Recommendation 2: Create a Task Force to Oversee Marketing and Promotions

Strategies

2.1	Issue news releases, pitch stories to media outlets and feature important events on Collection Marquee. Create dedicated pages in Recreation Guide to Arts Hub.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		City Staff/ Commission	
2.2	Collaborate and coordinate with venues in the Arts Hub to maximize exposure and communication between key anchor venues (Heritage Square, CAM, The PACC). Distribute quarterly schedules of events at these locations.	\$ -	\$ -	\$ -	\$ -		\$ -		City Staff	Oxnard Downtowners, Oxnard Downtown Improvement District, Cornerstones
2.3	Collaborate with Arts Hub artists, nonprofit organizations, business associations, and arts venues to produce and promote programming to attract audiences (especially on evenings and weekends). Select restaurants in the Arts Hub with which to partner, and develop co-promotions – such as bring in a ticket from an arts event for 10% off a post-event meal.	\$ -	\$ -	\$ -	\$ -		\$ -		City	Oxnard Downtown Improvement District, Oxnard Downtowners, Convention and Visitors Bureau

Downtown Arts Hub
Implementation Matrix

E.1.b

MARKETING AND COMMUNICATIONS

		FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost	Funding Source	Leading Entity	Potential Colaborators or Financial Partners
2.4	Maintain visibility through regional media efforts. Launch aggressive ad campaigns in local papers and radio. Purchase advertising in key outlets: VC Reporter, VC Star, Social Media, etc. Seek out media sponsors (print, radio) to reduce cost of advertisements. Submit calendar listings to Tri-County area as appropriate. Promote events through Web sites, including: Ventura County Arts Council, the Oxnard Convention and Visitors Bureau, and others.	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 40,000	Measure O	City Staff	Oxnard Downtown Improvement District, Oxnard Downtowners, Convention and Visitors Bureau, Ventura County Arts Council
2.3	Produce quarterly flyers and calendars announcing Arts Hub events and programs.	\$ -	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 12,000	Settlement Fund/Public Art Fund	City Staff	
		\$ -	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 52,000			

Recommendation 3: Execute a tourist-centric approach to marketing

Strategies

3.1	Cross-promote the Arts Hub with venues and ancillary businesses, such as hotels and restaurants, to ensure that patrons are aware of multiple arts and entertainment opportunities in the area. Create promotions – and provide materials for guests – specifically for the concierges.	\$ -	\$ -	\$ -	\$ -		\$ -		City Staff/ OBID	
3.2	Work closely with tourism and visitor organizations to ensure materials and information promoting the Arts Hub to out-of-towners are available in print and online.	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 4,000	Measure O	City Staff	Oxnard Convention and Visitors Bureau, Visit Oxnard, California Welcome Center, Chamber of Commerce
3.3	Connect with large events, expositions and conventions in the area (or with potential draw to the area) to profile the Arts Hub as a potential venue, satellite location or excursion opportunity. Exhibit at these functions when appropriate.	\$ -	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 4,000		City Staff	
		\$ -	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 8,000			

Downtown Arts Hub
Implementation Matrix

E.1.b

MARKETING AND COMMUNICATIONS

		FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost	Funding Source	Leading Entity	Potential Colaborators or Financial Partners
Recommendation 4: Build in evaluation metrics to inform refinements										
4.1	To analyze traffic to the Arts Hub, stakeholders can help by identifying the quantity of promotional materials distributed, audience size for city arts events, measuring evening/pedestrian foot traffic, tracking the number of arts events and activities scheduled in downtown, coding promotional materials, such as direct mail pieces or advertisements, and tracking the yield from these promotions etc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		City Staff	
4.2	To survey satisfaction with the Arts Hub experience, management can administer community sentiment surveys, visitor surveys, social media queries, monitor feedback on sites like Yelp, and more.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		City Staff	Oxnard Downtown Improvement District
4.3	To gauge economic changes, management can consider restaurant revenues before and after downtown arts events, receipts from relevant parking garages, periodic economic impact surveys, tracking year-over-year revenue and/or attendance from Arts Hub facilities, such as the Carnegie Art Museum, etc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		City Staff	Oxnard Downtown Improvement District, Artists, Arts Organizations
4.4	To analyze traffic to the Arts Hub, stakeholders can help by identifying the quantity of promotional materials distributed, audience size for city arts events, measuring evening/pedestrian foot traffic, tracking the number of arts events and activities scheduled in downtown, coding promotional materials, such as direct mail pieces or advertisements, and tracking the yield from these promotions etc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		City Staff	Oxnard Downtown Improvement District
		\$0	\$0	\$0	\$0	\$0	\$0			

	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost
TOTAL COSTS FOR MARKETING AND COMMUNICATIONS	\$ -	\$ 40,300	\$ 20,300	\$ 20,300	\$ 20,300	\$ 101,200

**The funding source is a suggestion. Staff will request appropriations through the annual budget process or as a separate item on the Council agenda. Furthermore, the requested appropriation will be dependent upon factors such as available fund balance, potential sponsorships, and other competing city priorities at the time of the request.*

Downtown Arts Hub
Implementation Matrix
STAFFING AND RESOURCES

E.1.b

		FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost	Funding Source	Leading Entity	Potential Colaborators or Financial Partners
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Staffing and Resources

Recommendation 1: Create an Arts Administrator Position

Strategies

1.1	Hire a 0.5 FTE and re-evaluate funding the position as a 1.0 FTE when budget circumstances improve.		\$ 49,000	\$ 49,000	\$ 50,000	\$ 51,000	\$ 199,000	Measure O	City Staff	
		\$ -	\$ 49,000	\$ 49,000	\$ 50,000	\$ 51,000	\$ 199,000			

Recommendation 2: Identify an ongoing source of funding to support arts, culture, and entertainment in the Downtown Arts Hub.

Strategies

2.1	Explore designating a percentage of transient occupancy tax to the arts to provide ongoing funding for the Downtown Arts Hub	TBD	TBD	TBD	TBD	TBD	TBD		Commission	Oxnard Convention and Visitors Bureau
2.2	Explore designating a percentage of the Public Art Fund for the Downtown Arts Hub	TBD	TBD	TBD	TBD	TBD	TBD		City Staff Commission	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			

Recommendation 3: Seek corporate spnsorships and private investment

Strategies

3.1	Work with Economic Development Department and Oxnard Convention and Visitors' Bureau to develop a sponsorship package/opportunities for the Downtown Arts Hub	TBD	TBD	TBD	TBD	TBD	TBD	TBD	City Staff Commission	Oxnard Convention and Visitors Bureau
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	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost
TOTAL COSTS FOR STAFFING AND RESOURCES	\$ -	\$ 49,000	\$ 49,000	\$ 50,000	\$ 51,000	\$ 199,000

**The funding source is a suggestion. Staff will request appropriations through the annual budget process or as a separate item on the Council agenda. Furthermore, the requested appropriation will be dependent upon factors such as available fund balance, potential sponsorships, and other competing city priorities at the time of the request.*

Downtown Arts Hub
Implementation Matrix
TOTAL COSTS PER FOCUS AREA

E.1.b

	FY 17-18	FY 18-19	FY 19-20	FY 20-21	FY 21-22	Total Cost
MARKETING AND COMMUNICATIONS		\$ 40,300	\$ 20,300	\$ 20,300	\$ 20,300	\$ 101,200
BUILT ENVIRONMENT	\$ 90,000	\$ 85,000	\$ 80,000	\$ 73,000	\$ 60,000	\$ 388,000
STAFFING AND RESOURCES	\$ -	\$ 49,000	\$ 49,000	\$ 50,000	\$ 51,000	\$ 199,000
PROGRAMMING AND EVENTS		\$ 115,000	\$ 45,000	\$ 45,000	\$ 40,000	\$ 245,000
ARTS EDUCATION	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 2,500
GRAND TOTAL	\$ 90,500	\$ 289,800	\$ 194,800	\$ 188,800	\$ 171,800	\$ 935,700

REQUEST FOR BUDGET APPROPRIATION

Department: Cultural & Community Ser
Project/Program
Manager: Ingrid Hardy

Date: April 17, 2018
Phone: (805)385-7993

Reason for Appropriation:

To appropriate funds from Downton Improvement Project (481) and Art in Public Place Trust (547) fund balance for three (3) iconic anchor murals installed in Central Business District in support of Downtown Vision Plan

Accounts and Descriptions

AMOUNT

Fund: 481 - CITY DOWNTOWN IMPROVEMENT

Expenditures/Transfers Out

Downtown Arts Hub Murals - (Project 18IN10)

481-8810-804-8209	Contracts & Services/Svcs-Other Prof/Contract	<u>45,000</u>
	Sub-total Expenditures	<u>45,000</u>

Net Change to Fund Balance (45,000)

Fund: 547 - ART IN PUBLIC PLACE TRUST

Expenditures/Transfers Out

Downtown Arts Hub Murals - (Project 18IN10)

547-4270-804.82-09	Contracts & Services/Svcs-Other Prof/Contract	<u>45,000</u>
	Sub-total Expenditures	<u>45,000</u>

Net Change to Fund Balance (45,000)

Net Appropriation Change 90,000

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

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**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Appointment
Item**

AGENDA ITEM NO.: 2

DATE: April 17, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: Public Art Permit Process and Guidelines. (5/5/5)

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, 385-7993

RECOMMENDATION:

That the City Council approve the Public Art Permit Guidelines and Process.

BACKGROUND

Since its inception, the Cultural Arts Commission has requested the creation of a formalized structure and process by which the City, individuals, businesses, and organizations can install public art projects on city property or within the city right of way. Over the years, artists and organizations have become either discouraged or frustrated because there was no clear formalized process.

The creation of the Cultural and Community Services (CCS) Department has provided the Commission with additional knowledge and technical expertise to assist the Commission in attaining some of its goals, including the goal of creating process for public art projects. To that end, CCS staff developed a proposed Public Art Permit Guidelines and Process to assist the Commission in creating a structure that would facilitate future public art projects. Providing a means for artistic expression through public art projects is one way in which the city can support the arts. Public art initiatives contribute to community vitality, enhance community identity and place, and provide a highly visible means for artists to express themselves, while simultaneously allowing the public to enjoy and engage in conversation and show appreciation of art.

On June 12, 2017, staff and an ad hoc committee of the Commission met with the City Council Cultural Arts Committee (Mayor Pro-Tem Carmen Ramirez and Councilmember Oscar Madrigal) to discuss the guidelines and process to permit public art. The Cultural Arts Committee received a draft of the proposed framework and was asked to provide direction and/or desired revisions to staff, particularly as it pertains to approval criteria and City Council involvement in final approval of a project. Both committee members indicated that they believe the development of criteria for approval of projects and the actual approval of the project should rest with the Cultural Arts Commission.

Over the course of the next several months, an ad-hoc committee of the Cultural Arts Commission (Chair Margaret Cortese, Commissioner Heather Behrens, and Commissioner Oneita Hirata), worked on developing and fine tuning the selection criteria for artwork and other elements of the proposed process and guidelines.

The Cultural Arts Commission approved the Public Art Permit and Guidelines at their October 11, 2017 meeting. Following the Arts Commission's approval, the guidelines were presented to the Downtown Design Review Committee on November 9, 2017 and then to the Downtown Improvement Task Force on February 15, 2018. While the DDRC and DITF do not necessarily govern the activities of the Cultural Arts Commission, the Commission felt that it was important to keep these bodies informed of their efforts, as the city is likely to have multiple projects proposed in downtown Oxnard, as a part of arts hub efforts.

In addition to the aforementioned presentations and discussions, the Public Art Permit Guidelines and Process were promulgated through the Cultural Arts Commission mailing list, public participation at various meetings, and staff has received comments via email by Oxnard artists.

The City Council's approval of the proposed agenda item will be the first major step in supporting a process by which the city, individual artists, arts organizations, and private property owners can initiate public art projects and work in concert with the Commission on enhancing community identity and place through public art.

STRATEGIC PRIORITIES

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

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

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

(5Pm Appt) Public Art Permit Process and Guidelines (5/5/5)

April 17, 2018

Page 3

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

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

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

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

FINANCIAL IMPACT

There is no direct fiscal impact to the city by approving this agenda item.

ATTACHMENTS:

Attachment A: Public Art Permit Guidelines and Process

Attachment B: Oxnard Public Art Permit Application - ALL

City of Oxnard

Public Art Permit Guidelines and Process

Purpose

The City of Oxnard City Council and Cultural Arts Commission are committed to increasing quality of life in Oxnard by interweaving arts into the fabric of everyday life. Providing a means for artistic expression through public art projects is one way in which the city supports the arts. Public art initiatives contribute to community vitality, enhance community identity and place, and provide a highly visible means for artists to express themselves, while simultaneously allowing the public to enjoy and engage in conversation and show appreciation of art.

This document is a comprehensive overview of the guidelines, steps, and criteria for developing public art projects that are on private property, city property, or in the city right of way. Potential applicants are encouraged to read the instructions thoroughly prior to the application process.

Eligible Sites and Projects

- Sites that can support dimensional works for general public use including benches, bike racks, and sculptural works
- Utility Boxes
- Murals on City Owned Properties
- Murals on Private Property
- Areas that are not scheduled for public works/construction projects

**Proposed projects located on sites that are potentially eligible for designation as a Cultural Heritage Site (sites assigned a National Register Status Code of 1 – 5 in an adopted survey) shall require issuance of a Certificate of Review by the Oxnard Cultural Heritage Board or support staff. The Board or staff will provide comments and recommendations on the scope of the project, proposed placement, scale of artwork, and impact to the character of the eligible Cultural Heritage Site.*

Eligible Applicants

- Individual artists (must be registered on City artist registry). Minors require parent authorization.
- Arts organizations (must be registered on City artist registry)
- Businesses

Ineligible Projects or Applicants include:

- Murals on private single family residences/property.
- Murals which are not clearly visible/accessible to the public from the public right-of-way.
- Property owners who will not provide a signed Oxnard Waiver for Artwork Placed Upon Private Property Form
- Artwork that serves as commercial signage or commercial activity taking place inside a building or within the vicinity of the artwork
- Artists who are not registered on the Oxnard artist registry
- Applicants who are City staff, City consultants or who serve on the selection panel for the Cultural Arts Commission.
- Projects located on or in front of (sidewalk) a designated historical landmark.

APPLICANT GUIDELINES

General

- The project must have a realistic timeline, schedule, budget, and within the fiscal capacity of the applicant.
- Develop projects within your capacity, including working within a realistic timeline and scale.
- The applicant is responsible for any additional costs that may arise as part of the permit, including special signage, insurance, mailings, etc.
- Thoroughly document the artwork and provide images to the City upon completion.
- Designs must be an original work of art, thoughtful, creative and meet the City's public art goals.
- Murals and utility box art must be exhibited for a minimum period of one year. Anything beyond two years requires an examination by the city to ensure it is still in good condition.
- If painting a mural or utility box, the approved art must remain in place without alteration for the entire installation period.

Artists and Copyright

- The Commission strongly recommends that all projects have an open call process.
- Obtain permission for all artwork and imagery, including a waiver from each artist to the Visual Artist's Rights Act (VARA) and the California Art Preservation Act. This includes permission to use photos of people, all copy written material and text, and images of artwork.
- Obtain permission from each artist for the City to use images of their artwork in brochures, on websites, etc.
- Proposed artists must be registered in the City's artist registry.

Community Involvement

- Notify the community of your project. Examples to involve the community can include community meetings; posting in the City's neighborhood newsletter, social media, and all other communications and forms of community engagement are highly encouraged.
- Notify adjacent property owners through visits to nearby homes and businesses.

Maintenance

- All ongoing maintenance of the art work is the ***sole responsibility of the applicant***. This includes touch-ups, graffiti removal, repainting, or repairs due to street maintenance and general risks of art being in the public realm.
- Removal of the artwork if needed, for any reason.

Materials and Clean-up

- Comply with all State and Federal regulations and according to manufacturer's specifications.
- Be cautious of the materials, equipment, and safety procedures used when working with youth.
- Be mindful while applying paint and other chemical substances while working on site, apply materials in a qualitative manner and cleaning up accidental spills, drips, and messy edges.
- Clean up and dispose of all materials and equipment on site. (No paint, chemicals, or contaminated water may be poured into City sewers or waste containers.)
- Remove all materials and equipment from the site after the installation is complete.

Public Safety

- All projects will be reviewed comprehensively for safety issues.
- A building permit will be required for any sign, two dimensional, or three dimensional projects at the cost of the applicant.
- When needed, applicants must obtain all permits to close streets, develop a traffic management plan and obtain an approval for the plan from the City. *
- Under some circumstances, an off -duty police officer may need to be hired (at the expense of the applicant) to manage traffic during installation.
- Artists should work on site during periods of low traffic activity, such as weekdays, 9am to 3pm, weekends and holidays.
- Projects may not block any street for more than 24 hours. Applicants and artists are to educate participants about necessary safety precautions, particularly youth.

**See page six (6) for additional details on encroachment permits.*

CRITERIA FOR APPROVAL OF ARTWORK

General criteria for the Cultural Arts Commission or Applicant to consider in selecting artwork for public or private projects shall include:

- Artwork that demonstrates originality, artistic excellence and craftsmanship in execution.
- Artwork of all schools, styles, and tastes shall be considered.
- Response to site artwork and art places shall be appropriate in scale, material, form, content, and value for the immediate, general, social, and physical environments with which they are to relate.
- Durability consideration shall be given to structural and surface integrity, permanence and protection against theft, vandalism, weathering and excessive maintenance and repair costs. Materials selected shall be suitable for the coastal environment.
- Elements of design shall consider that public art, in addition to meeting aesthetic requirements, may also serve to establish focal points, terminate areas and modify, enhance, or define specific spaces.
- Artwork and site selection shall be examined for unsafe conditions or factors that may create a public liability.
- Strive for diversity of style, scale, media, artists, community values, forms of expression, and distribution of artworks throughout the City.

Selection Criteria for Artists

General criteria for the Cultural Arts Commission or Applicant to consider in selecting artists for public or private projects shall include:

- The aesthetic quality, technical ability, craftsmanship and originality of the artist's previous work as evidenced by digital images and other supporting materials.
- Any artist that meets special requirements, skill levels and technical ability as established by the Cultural Arts Commission.
- The artist's previous experience with public art projects of a similar scale and scope.
- The artist's demonstrated ability to execute and complete a project in a timely and professional manner.
- The appropriateness of the artist's proposal to the particular project and its probability of successful completion.
- Recognize the uniqueness of a project, the community and its history, and design (create) accordingly.
- Work within a given budget and a designated timeframe.
- Create artwork that survives time, weather and human contact.

APPLICATION PROCESS

Before submitting an application, applicants need to determine whether desired locations are City property or within the right of way. Desired locations could also be on private property. Either way, all projects are reviewed first by the Oxnard Cultural Arts Commission.

Step 1 – Arts Commission Public Art Permit Application

1. Complete Public Art Permit Application Form and submit to the Cultural Arts Commission staff to determine if the project meets the program's criteria and application requirements.
2. Images
 - For each location (one page per location), submit a final and legible design in full color, formatted to 8.5 x 11". Written on the page, include the dimensions (for scale), names of nearby streets (for orientation), and the name of the artist(s).
 - At least two scale renderings of the design(s) in context of the surrounding streetscape/landscape/architecture. The Arts Commission will use these renderings to consider how the proposed design connects visually to the surrounding environment.
 - Early Design Review: The City will accept proposals for review that are still developing designs or have not selected an artist. (Note: early design review is discouraged, be aware the Commission may return an application requesting that more of the information in the application form be provided, which would result in postponing final review. If the artist is selected and the applicants and artists have experience in developing public art projects of a similar scale and quality, in lieu of final designs, submit images of those previous artworks by both the applicant and the artist. If the artist has not been selected, please provide information on the process and the criteria that will be used to select the artist, as well as any concept or themes the organization is asking the artist to address (please provide detailed information about this in the Application Form).
3. Letter(s) of Support
4. Resumes of each artist
5. Waiver(s) signed by each artist of their rights under the Visual Artists Rights Act (VARA) and California Art Preservation Act
6. Previous permits for art: For applicants who have previous art permits, submit for each artwork, one electronic photo, date-stamped, documenting the condition of all sides of the artwork.
7. For two and three dimensional projects that include and/or require structures, attachments and footings: Applicants may need to submit a structural review and/or signed engineering drawings.

Step 2 – Oxnard Cultural Heritage Board Review (If Applicable)

Public art projects proposed to be located on sites that are potentially eligible for designation as a Cultural Heritage Site (sites that have been assigned a National Register Status Code of 1 through 5 in an adopted survey) shall require the issuance of a Certificate of Review (COR) by the Oxnard Cultural Heritage Board or support staff, at the expense of the applicant. The COR includes comments and recommendations on the scope of the project, proposed placement, scale of work of art, and impact to the character of the eligible Cultural Heritage Site.

Step 3 – Encroachment Permit Application (If Applicable)

After you have approval from the Arts Commission, CCS staff will notify traffic staff that you are ready to apply for your permit. An encroachment permit gives the permit-holder permission to use a specific portion of the right of way until such time as that portion of the right of way is needed by the City for public purposes. Encroachment permits are revocable at any time in the interest of public safety or lack of maintenance. The following information must be submitted to Development Services Engineering Division:

1. A completed encroachment permit application and a check for the required amount
2. A certificate of insurance as proof of general liability
3. Art Consent Forms signed by all abutting property owners
4. Other permits as conditioned

City of Oxnard Public Art Permit Application

Title of Project: _____ Date Submitted: _____

Applicant Name: _____ Address: _____

Phone: _____ City/State/Zip: _____

Email address: _____

Organization: _____

Artist: _____

Email: _____

Short Description of Project:

A. Artist Selection:

Was there an open call to the public for artists? If not, please explain why.
How was/were the artist/artists selected for your project?

B. Design Development:

What was the process for developing the design(s)?
What are the themes and ideas represented in the design(s)?
How do these themes relate to the site, design of adjacent sites, and the community?

C. Connection between Designs and Locations:

What artistic connections are being made between locations and designs?
If this is a utility box project, how do the individual boxes connect to their individual surroundings? If any of the boxes are near existing works of public art (including murals), how are the selected designs sensitive to those works of art, both in content and aesthetics?

D. Timeline:

Please detail your timeline.

E. Maintenance:

Describe how you plan to maintain the artwork.

F. Traffic Management *(if applicable)*

G. Project Budget:

(Note: The City requires a budget submittal as a demonstration that the applicant has the capacity to implement the project, has raised the necessary funds and has budgeted for artist fees, insurance and ongoing maintenance.)

What is your project budget?

Include the following information, and include in-kind contributions for key required items.

Artist/ Vendor Fees:

Materials/Fabrication (paint, brushes, tarps, graffiti coating, etc):

Installation (Labor, City Permits, Equipment, Traffic Barriers):

Liability Insurance (Auto, General, Workers' Compensation

Equipment Rental (scaffolding, scissor lift, truck, etc)

Other:

H. Attachments:

Include required forms and attachments listed below with your application. You must combine them in **one PDF document**.

- Images of the final design
- Resumes of participating artists
- Letter of support (such as neighborhood council(s), surrounding property owners, schools, etc)
- For applicants with previous permits: Photos documenting current condition of the artwork(s)
- VARA Waiver signed by each artist

I. Information Agreement

I/We understand that the materials we submit are public information under the California Public Records Act and may be shared by the City of Oxnard with members of the public or the media for informational purposes or as otherwise required. Accordingly, I/we hereby grant a non-exclusive license to the City of Oxnard to make and distribute a limited number of copies of the submitted materials for the purposes of information and/or evaluation of the Project.

X _____
Signature of Applicant

Date

CITY OF OXNARD

Artist Waiver for Artwork Placed Upon Private Property

Artist has designed a unique artwork for the Property Owner to be installed from at:

Address/Location: _____

The Property Owner has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, with prior notification and approval from City staff.

If the Property Owner modifies the Artwork without the Artist's consent in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with the Visual Artists Rights Act 17 U.S.C. § 106A (a) (2).

Artist bears the sole responsibility for providing the City with any changes to the Artist's Address for Notice. Notice of changes must be mailed to the City of Oxnard, 305 West Third Street, Oxnard, CA 93030 and to the Property Owner.

Artist and Property Owner understand the terms of this waiver and hereby acknowledge the rights described herein with respect to the artwork.

By Artist:

Name (Signature): _____

Name (Print): _____ Date: _____

Phone: _____ Email _____

By Property Owner:

Name (Signature): _____

Name (Print): _____ Date: _____

Phone: _____ Email _____

Waiver of Rights

Pursuant to the Visual Artists Rights Act (VARA) and the California Art Preservation Act (CAPA)

I, _____ (“Artist”), have prepared designs for the following art work (“the Work”):

DESCRIPTION: [type, mural, medium]:

TITLE, DATE: _____

DIMENSIONS: _____

ADDRESS/LOCATION: _____

In consideration of the City of Oxnard’s (“City”) approval of Artist’s design of the Work, Artist agrees to waive and does hereby waive voluntarily any and all rights of attribution and integrity with respect to the Work and any and all claims as may arise under the Visual Artists Rights Act of 1990, 17 U.S.C. §§106A and 113(d) (“VARA”), the California Art Preservation Act (Cal. Civ. Code §§987 et seq.) (“CAPA”), or any other local, state, foreign or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights (“Moral Rights Laws”), with respect to the Work, its display, removal from display, exhibition, installation, conservation, storage, study, alteration and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. If the Work is incorporated into a building such that the Work cannot be removed from the building without physical defacement, mutilation, alteration, distortion, destruction, or other modification (collectively, “Modification”) of the Work, Artist waives any and all such claims under any Moral Rights Laws arising out of or against any current or future owners of the site, and its agents, officers and employees, for Modification of the Work.

The City has the absolute right to change, modify, destroy, remove, relocate, move, replace, transport, repair or restore the Work, in whole or in part, in the City’s sole discretion.

The City has no obligation to pursue claims against third parties for modifications or damage to the Work done without the City’s authorization. However, the City may pursue claims against third parties for modifications or damage or to restore the Work if the work has been modified without the City’s authorization. In the event that the City pursues such a claim, it shall notify the Artist, and Artist shall cooperate with the City’s efforts to prosecute such claims.

If the City modifies the Artwork without the Artist’s consent in a manner that is prejudicial to Artist’s reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with 17 U.S.C. § 106A (a) (2).

Artist understands the effect of this waiver and hereby acknowledges the rights described herein with respect to the Work.

Name: _____

Address: _____

Email: _____

Phone: _____

Signature: _____

Date: ____/____/____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: April 17, 2018

TO: City Council

FROM: Stephen Fischer
City Attorney

A handwritten signature in cursive script, appearing to read "S. Fischer".

SUBJECT: Conflict of Interest Code Amendment.

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

RECOMMENDATION:

That City Council adopt a resolution repealing Resolution No. 14,898 and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act.

BACKGROUND

The Political Reform Act of 1974 (Government Code, §§ 81000 et seq.) (the "Act") requires all public agencies to adopt and maintain a conflict of interest code. The Act further requires that agencies regularly review and update their conflict of interest codes as necessary as directed by the code-reviewing body or when change is necessitated by changed circumstances. (Gov. Code, §§ 87306, 87306.5.) The City Council is the code-reviewing body.

The Office of the City Attorney, in consultation with City staff, has reviewed the City's Conflict of Interest Code and has determined that updates and amendments to the Code are necessary. Attached is a clean version and a legislative (redline) draft of the proposed amended Conflict of Interest Code. In addition to updating regulatory citations, the proposed revisions are based on the establishment and recognition of new positions that must be designated and the deletion of titles that have been eliminated.

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.

Conflict of Interest Code Amendment
April 17, 2018
Page 2

FINANCIAL IMPACT

None.

ATTACHMENTS:

Attachment A: Amended Conflict of Interest Code Resolution - Clean Version

Attachment B: Amended Conflict of Interest Code - Legislative Draft

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING RESOLUTION NO. 14,898 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Oxnard (“City”) and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the “Code”), which was amended on February 23, 2016 in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City’s Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief, which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on April 17, 2018 at which all present were given an opportunity to be heard on the proposed amended Code.

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

SECTION 1. The City Council hereby repeals Resolution No. 14,898.

SECTION 2. The City Council hereby adopts the proposed amended Conflict of Interest Code, attached hereto as Exhibit A.

SECTION 3. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

PASSED AND ADOPTED THIS 17th day of April, 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



CITY OF OXNARD CONFLICT OF INTEREST CODE

MARCH 2018

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD

CONFLICT OF INTEREST CODE

INCORPORATION PAGE

The Political Reform Act (Gov. Code, §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) (“**Section 18730**”) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the Fair Political Practices Commission may amend Section 18730 to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to Section 18730 that the Fair Political Practices Commission adopts are hereby incorporated by reference. This incorporation page, Section 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the City of Oxnard (the “**City**”) Conflict of Interest Code.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City’s Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code, § 81008.)

APPENDIX

CITY OF OXNARD

CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined in section 18700.3(b) of title 2 of the California Code of Regulations, are **not** subject to the City of Oxnard Conflict of Interest Code but must file disclosure statements under Government Code section 87200 et seq. (Cal. Code Regs., tit. 2, § 18730, subd. (b)(3).)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The City has determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only:

Chief Financial Officer

Assistant City Treasurer

Housing Financial Officer

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

(GOVERNED BY THE CITY OF OXNARD CONFLICT OF INTEREST CODE)

DESIGNATED POSITIONS

DISCLOSURE CATEGORIES

ASSIGNED

City Attorney's Office

Assistant City Attorney	1, 2
Deputy City Attorney	1, 2
Law Office Manager	5

City Clerk's Office

City Clerk	5
Assistant City Clerk	5

City Manager's Office

Assistant City Manager	1, 2
Facilities Maintenance Supervisor	5
Fleet Services Operations Manager	5
Fleet Services Mechanic Supervisor	5
Fleet Manager	5
Geographic Information Systems Coordinator	5
Information Technology Director	5
Information Technology Systems Administrator	5
Legislative Affairs Manager	1, 2
Maintenance Services Manager	2, 3, 5

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORIES ASSIGNED</u>
Management Analyst II/III	2, 3, 5
Network Services Coordinator	5
Parks Maintenance Supervisor	5
Parks Manager	2, 3, 5
Project Manager	2, 3, 4
Media & Community Relations Manager	1, 2
Systems Administrator	5
<u>Community Development Department</u>	
Economic Development Director	1, 2
Management Analyst II	2, 3
Project Manager	2, 3
<u>Development Services Department</u>	
Development Services Director	1, 2
Development Services Manager	1, 2
Planning and Environmental Services Manager	1, 2
Management Analyst II	5
Code Compliance Manager	5, 6
Plan Check Engineer	3, 5, 6
Assistant Plan Check Engineer	3, 5, 6
Junior Plan Check Engineer	3, 5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Supervising Civil Engineer	3, 5, 6
Civil Engineer	3, 5, 6
Junior Civil Engineer	3, 5, 6
Supervising Building Inspector	3, 5, 6
Deputy Building Official	3, 5, 6
Principal Planner	2, 3, 5, 6
Associate Planner	2, 3, 5, 6
Assistant Planner	2, 3, 5, 6
Junior Planner	2, 3, 5, 6
Project Manager	2, 3, 5, 6
Permit Coordinator	2, 3, 5, 6

Finance Department

Budget Manager	5
Accounting Manager (Purchasing)	4
Assistant Chief Financial Officer	4
Buyer	4
Controller	5

Fire Department

Fire Chief	1, 2
Assistant Fire Chief	1, 2
Battalion Chief	5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

CUPA Coordinator	5, 6
EMS Coordinator	5
Emergency Services Manager	5
Fire Environmental Specialist I/II	6

Housing Department

Housing Director	1, 2
Accounting Manager	1
Grants Coordinator	5
Housing Contract Administrator	4
Housing Program Manager	6
Housing Program Supervisor	6
Housing Maintenance Supervisor	5
Housing Modernization Superintendent	5
Housing Rehabilitation Program Manager	2, 3
Housing Engineer	3, 5
Homeless Assistance Program Coordinator	5, 6
Compliance Services Manager	1, 2
Management Analyst I/II/III	3

Human Resources Department

Human Resources Director	1, 2
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<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORIES</u>
	<u>ASSIGNED</u>
Assistant Director of Human Resources	5
Human Resources Manager	5
Workers' Compensation Manager	5
<u>Cultural and Community Services Department</u>	
Cultural & Community Services Director	1, 2
City Librarian	1, 5
Library Services Supervisor	5
Library Circulation Supervisor	5
Library Systems Analyst	5
Library Management Analyst I	5
Recreation Supervisor	5, 6
Community Services Manager	1, 2, 5, 6
Management Analyst I/II	5, 6
Performing Arts Center Manager	5
Cultural Arts Supervisor	5
<u>Police Department</u>	
Police Chief	1, 2
Assistant Police Chief	1, 2
Police Commander	5, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Police Financial Manager	5
Community Affairs Manager	5
Police Records Manager	5
Public Safety Communications Manager	5

Public Works Department

Public Works Director	1, 2
Assistant Public Works Director	1, 2
City Engineer	1, 2
Transportation Services Manager	1, 2
Traffic Engineer	1, 2
Management Analyst II/III	5
Water Programs Manager	5
Water Resources Manager	2, 5, 6
Environmental Resources/MRF Manager	2, 5, 6
Environmental Resources Supervisor – Supervisor Maintenance	5
Environmental Resources Supervisor – Health & Safety	5
Environmental Resources Supervisor – Zero Waste/Recycling	5
Environmental Resources Supervisor- Collections	5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Construction & Maintenance Engineer	1, 2
Recycling Manager	5
Streets Manager	5
Chief Operator	5
Wastewater Operations Manager	5
Wastewater Maintenance Manager	5
Technical Services Manager/Water Quality Manager	6
Utilities Director	1, 2
Utilities Finance Officer	5
Water Division Manager	2, 5, 6
Wastewater Division Manager	2, 5, 6

Members of Boards, Committees & Commissioners

Downtown Design Review Committee Member	1, 2
Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Mobilehome Park Rent Review Board Member	2, 6
Performing Arts Center Corporation Board of Directors Member	5, 6
Measure "O" Citizen Oversight Committee Member	1, 2
Parks, Recreation and Community Services Commissioner	1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Cultural Arts Commission Commissioner	1, 2
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Senior Services Commission Commissioner	1, 2
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Library Board Member	1, 2
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Miscellaneous

Consultants and New Positions ²	1, 2
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Acting Positions	Subject to the same disclosure as position performed
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Interim Positions	Subject to the same disclosure as position performed
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² Individuals providing services as a “consultant,” as that term is defined in section 18700.3 of title 2 of the California Code of Regulations, or in a new position created since this Conflict of Interest Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code, § 82019; Cal Code Regs., tit. 2, §§ 18219, 18734.) The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code, § 81008.)

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are located in, do business in, or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are engaged in development, construction, appraisal, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Cal. Code Regs., tit. 2, § 18730.1)

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING RESOLUTION NO. 14,898 AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the City of Oxnard ("City") and requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council adopted a Conflict of Interest Code (the "Code"), which was amended on February 23, 2016 in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief, which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the City Council on April 17, 2018 at which all present were given an opportunity to be heard on the proposed amended Code.

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

SECTION 1. The City Council hereby repeals Resolution No. 14,898.

SECTION 2. The City Council hereby adopts the proposed amended Conflict of Interest Code, attached hereto as Exhibit A.

SECTION 3. The amended Conflict of Interest Code shall be on file with the City Clerk and available to the public for inspection and copying.

PASSED AND ADOPTED THIS 17th day of April, 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



CITY OF OXNARD CONFLICT OF INTEREST CODE

~~FEBRUARY 2016~~ MARCH 2018

300 West Third Street
Oxnard, California 93030

CITY OF OXNARD CONFLICT OF INTEREST CODE

INCORPORATION PAGE

The Political Reform Act (Gov. Code, §§ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (Cal. Code Regs., tit. 2, § 18730) (“**Section 18730**”) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the Fair Political Practices Commission may amend Section 18730 to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 and any amendments to Section 18730 that the Fair Political Practices Commission adopts are hereby incorporated by reference. This incorporation page, Section 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the City of Oxnard (the “**City**”) Conflict of Interest Code.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **City Clerk** as the City’s Filing Officer. The **City Clerk** shall make and retain a copy of all statements filed by the Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, and forward the originals of such statements to the Fair Political Practices Commission. The **City Clerk** shall retain the originals of the statements filed by all other officials and designated positions and make all statements available for public inspection and reproduction during regular business hours. (Gov. Code, § 81008.)

APPENDIX

CITY OF OXNARD

CONFLICT OF INTEREST CODE

OFFICER AND EMPLOYEE DESIGNATIONS

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments, as defined in section 18700.3(b) of title 2 of the California Code of Regulations, are not subject to the City of Oxnard Conflict of Interest Code but must file disclosure statements under Government Code section 87200 et seq. (Cal. Code Regs., tit. 2, § 18730, subd. (b)(3).)

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The City has determined that the positions listed below are Other City Officials who manage public investments.¹ These positions are listed here for informational purposes only:

Chief Financial Officer

~~Financial Services Manager~~

Assistant City Treasurer

Housing Financial Officer

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code section 87200.

DESIGNATED POSITIONS

(GOVERNED BY THE CITY OF OXNARD CONFLICT OF INTEREST CODE)

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORIES</u>
	<u>ASSIGNED</u>
<u>City Attorney's Office</u>	
Assistant City Attorney	1, 2
Deputy City Attorney	1, 2
Law Office Manager	5
<u>City Clerk's Office</u>	
City Clerk	5
Assistant City Clerk	5
<u>City Manager's Office</u>	
Assistant City Manager	1, 2
Deputy City Manager	1, 2
Facilities Maintenance Supervisor	5
Fleet Services Operations Manager	5
Fleet Services Mechanic Supervisor	5
Fleet Manager	5
Geographic Information Systems Coordinator	5
Information Technology Director	5
Information Technology Systems Administrator	5
Legislative Affairs Manager	1, 2
Maintenance Services Manager	2, 3, 5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Management Analyst <u>II/III</u>	2, 3, 5
Network Services Coordinator	5
Parks Maintenance Supervisor	5
Parks Manager	2, 3, 5
Project Manager	2, 3, 4
Public Relations & Community Affairs Manager	1, 2
Media & Community Relations Manager	1, 2
Systems Administrator	5

Community Development Department

Economic Development Director	1, 2
Management Analyst II	2, 3
Project Manager	2, 3

Development Services Department

Development Services Director	1, 2
Development Services Manager	1, 2
Planning and Environmental Services Manager	1, 2
Management Analyst II	5
Code Compliance Manager	5, 6
Plan Check Engineer	3, 5, 6
Assistant Plan Check Engineer	3, 5, 6
Junior Plan Check Engineer	3, 5, 6

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DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Supervising Civil Engineer	3, 5, 6
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<u>Civil Engineer</u>	<u>3, 5, 6</u>
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Junior Civil Engineer	3, 5, 6
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Supervising Building Inspector	3, 5, 6
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Deputy Building Official	3, 5, 6
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Principal Planner	2, 3, 5, 6
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Associate Planner	2, 3, 5, 6
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Assistant Planner	2, 3, 5, 6
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Junior Planner	2, 3, 5, 6
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Project Manager	2, 3, 5, 6
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<u>Permit Coordinator</u>	<u>2, 3, 5, 6</u>
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Finance Department

Budget Manager	5
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Accounting Manager (Purchasing)	4
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Assistant Chief Financial Officer	4
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Buyer	4
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Controller	5
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Fire Department

Fire Chief	1, 2
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Assistant Fire Chief	1, 2
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Battalion Chief	5, 6
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DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

CUPA Coordinator 5, 6

EMS Coordinator 5

~~Disaster Preparedness Coordinator 5~~~~Emergency Services Manager 5~~~~Fire Environmental Specialist I/II 6~~**Housing Department**

Housing Director 1, 2

Accounting Manager 1

Grants Coordinator 5

Housing Contract Administrator 4

Housing Program Manager 6

Housing Program Supervisor 6

Housing Maintenance Supervisor 5

Housing Modernization Superintendent 5

Housing Rehabilitation Program Manager 2, 3

Housing Engineer 3, 5

Homeless Assistance Program Coordinator 5, 6

Compliance Services Manager 1, 2

Management Analyst I/II/III 3

Human Resources Department

Human Resources Director 1, 2

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Assistant Director of Human Resources	5
Human Resources Manager	5
Workers' Compensation Manager	5

Cultural and Community Services Department**Library Department**

Cultural & Community Services Director	1, 2
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Library Director	1
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City Librarian	1, 5
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Library Services Supervisor	5
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Library Circulation Supervisor	5
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Library Systems Analyst	5
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<u>Library</u> Management Analyst I	5
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Recreation and Community Services Department

Leisure & Recreation Superintendent	1, 2
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Management Analyst III	5, 6
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Recreation Supervisor	5, 6
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Community Services Manager	<u>1, 2</u> , 5, 6
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Management Analyst I/II	5, 6
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<u>Performing Arts Center Manager</u>	<u>5</u>
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<u>Cultural Arts Supervisor</u>	<u>5</u>
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<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORIES</u>
	<u>ASSIGNED</u>
<u>Police Department</u>	
Police Chief	1, 2
Assistant Police Chief	1, 2
Police Commander	5, 6
Police Financial Manager	5
Code Compliance Manager	5, 6
Community Affairs Manager	5
Police Records Manager	5
Public Safety Information Technology Manager	5
Public Safety Communications Manager	5
<u>Public Works Department</u>	
Public Works Director	1, 2
Assistant Public Works Director	1, 2
City Engineer	1, 2
Transportation Services Manager	1, 2
Design and Construction Services Manager	1, 2
Traffic Engineer	1, 2
Management Analyst II/ IIII	5
Water Programs Manager	5
Water Resources Manager	2, 5, 6
Environmental Resources/MRF Manager	2, 5, 6
Environmental Resources Supervisor –	5

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES
ASSIGNED**

Supervisor Maintenance	
Environmental Resources Supervisor – Health & Safety	5
Environmental Resources Supervisor – Zero Waste/Recycling	5
Environmental Resources Supervisor- Collections	5
Construction & Maintenance Engineer	1, 2
Recycling Manager	5
Streets Manager	5
Chief Operator	5
Wastewater Operations Manager	5
Wastewater Maintenance Manager	5
Technical Services Manager/Water Quality Manager	6
Utilities Director	1, 2
Utilities Finance Officer	5
Water Division Manager	2, 5, 6
Wastewater Division Manager	2, 5, 6

Members of Boards, Committees & Commissioners

Downtown Design Review Committee Member	1, 2
Finance Authority Board Member	1, 2
Housing Authority Commissioner	1, 2
Mobilehome Park Rent Review Board Member	2, 6

DESIGNATED POSITIONS**DISCLOSURE CATEGORIES****ASSIGNED**

Performing Arts Center Corporation Board of 5, 6

Directors Member

Measure “O” Citizen Oversight Committee 1, 2
Member

Parks, Recreation and Community Services 1, 2
Commissioner

Cultural Arts Commission Commissioner 1, 2

Senior Services Commission Commissioner 1, 2

Library Board Member 1, 2

Miscellaneous

~~Performing Arts Center Manager 5~~

Consultants and New Positions² 1, 2

Acting Positions Subject to the same disclosure as
position performed

Interim Positions Subject to the same disclosure as
position performed

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² Individuals providing services as a “consultant,” as that term is defined in section 18700.3 of title 2 of the California Code of Regulations, or in a new position created since this Conflict of Interest Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code, § 82019; Cal Code Regs., tit. 2, §§ 18219, 18734.) The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code, § 81008.)

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³

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Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are engaged in development, construction, appraisal, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type utilized by the City.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, from business entities that are subject to the regulatory, permit, or licensing authority of the designated position's department, unit, or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside the City's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Cal. Code Regs., tit. 2, § 18730.1)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: April 17, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in blue ink, appearing to read "S. Whitney".

FROM: Jesus Nava
Assistant City Mgr

SUBJECT: Adoption of Ordinance No. 2940 - PEG Fee Reauthorization Ordinance.

CONTACT: Jesus Nava, Assistant City Mgr
Jesus.Nava@oxnard.org, 385-7497

RECOMMENDATION:

That City Council adopt Ordinance No. 2940 (read by title only, waiving further reading) reauthorizing the City's Public, Educational, and Government ("PEG") Access Support Fee.

BACKGROUND

This agenda item is for the adoption of the ordinance reauthorizing the City's public, educational, and governmental access support fee that was introduced by the City Council at the meeting of April 10, 2018. At that meeting the City Council approved the introduction and first reading by title only of the ordinance.

FINANCIAL IMPACT

Adoption of the PEG Reauthorization Ordinance and Urgency Reauthorization Ordinance maintains the 1% fee on the gross revenues from video service providers in Oxnard. The annual collection for FY 2017-18 is budgeted at \$383,520 of which \$187,674 is collected as of February 28, 2018. It is anticipated that the remaining amount will be collected by June 30, 2018.

Adoption of Ordinance 2940 - PEG Fee Reauthorization
April 17, 2018
Page 2

ATTACHMENTS:

Attachment A: PEG FEE ORDINANCE 2018

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 2940

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
REAUTHORIZING THE CITY'S PUBLIC, EDUCATIONAL, AND
GOVERNMENTAL ACCESS SUPPORT FEE

WHEREAS, Section 5870(n) of the Public Utilities Code ("PUC"), which was enacted as part of the Digital Infrastructure and Video Competition Act of 2006 ("DIVCA"), authorized the City to adopt an ordinance establishing a fee on state-franchised video service providers to support public, educational, and governmental access channel facilities ("PEG"); and

WHEREAS, DIVCA provides that state video franchises are issued by the California Public Utilities Commission ("CPUC") and have a stated term of 10 years;

WHEREAS, the City adopted Ordinance 2782 establishing such a fee, which is codified in Section 23-44 of the Oxnard City Code; and

WHEREAS, Section 5870(n) of the Public Utilities Code states that such an ordinance shall expire, and may be reauthorized, upon the expiration of a state franchise; and

WHEREAS, the City Council deems it to be in the best interest of the City to expressly reauthorize the PEG fee codified in Section 23-44 of the Oxnard City Code, which fee shall remain unchanged and in full effect as to all state franchised video service providers operating within the City, and to further provide for automatic reauthorization of the PEG fee upon the expiration of future video franchises held by state-franchised video service providers operating within the City.

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

PART 1. Reauthorization. The City's PEG fee imposed in Section 23-44 of the Oxnard City Code is re-authorized to the extent required by California Public Utilities Code Section 5870(n). All state-franchised video service providers operating within the City, shall continue to be subject to the PEG fee required by Section 23-44 of the Oxnard City Code, which fee shall remain unchanged and in full effect as to all state-franchised video service providers operating within the City.

PART 2. Automatic Reauthorization. Section 23-44 subsection (A), "PEG fee established," of the Oxnard City Code is hereby amended to add the following language as Section 23-44 subsection (A)(3):

"SEC. 23-44. STATE VIDEO FRANCHISEES.

(A) *PEG fee established*

(3) Commencing from, and after, _____, 2018, the City's PEG fee set forth in this Section shall continue to apply to any new or existing franchisee operating in the City and shall automatically be reauthorized upon the expiration of any existing or future state video franchise(s) held by any state-franchised video service provider operating within the City. This fee shall so renew until such time that the City Council takes formal affirmative action to cease the renewals."

PART 4. 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 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. 2940 was first read on _____, and finally adopted on _____, 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
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 3

DATE: April 17, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Award Contract for On-Call Channel Maintenance and Repair Services for Waterways Assessment District 1 and 2 SD 18-42.

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That City Council:

1. Award and authorize the Mayor to execute a three year agreement with Harbor Offshores, Inc. in the amount of \$400,000 for the On-Call Channel Maintenance and Repair Services Project for Waterways Assessment Districts 1 and 2 (SD 18-42) when the agreement is finalized; and
2. Approve \$40,000 as contingency for the On-Call Channel Maintenance and Repair Services Project for Waterways Assessment Districts 1 and 2.

BACKGROUND

The Project

Mandalay Bay's waterways were built in the early 1970's. The eastern portion of the development has two main storm drain systems that outflow into the channels at the corner of Victoria Avenue and Channel Islands Boulevard and at the corner of Victoria Avenue and Hemlock Street. Mandalay Bay has 3.6 miles of waterways. Harbor Island was completed and made part of Mandalay Bay Assessment District in 1988. The waterways were created by lining the channel with riprap around the perimeter of the Island. Harbor Island is included in the 3.6

Award Contract for On-Call Channel Maintenance and Repair Services for Waterways
 Assessment District
 April 17, 2018
 Page 2

miles of Mandalay Bay. Westport's waterways were created by a combination of seawalls, rip rap and mud slopes consisting of 5,180 feet of waterway. The Seabridge waterways were created with a combination of seawall and riprap.

The City maintains the inland waterways in Mandalay Bay, Harbor Island, Westport, and Seabridge, including the removal of debris and maintenance of debris booms. All four communities are in the boundary of Victoria Avenue, Wooley Road, Harbor Boulevard, and Channel Islands Boulevard. The Project Manager will work closely with the contractor to establish an effective schedule of activities to accomplish the purpose of this contract and perform customer service support for the work.

This work includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on-call maintenance and repairs to the debris screen separating the inland waterways from the power plant cooling channel. The contract will be for \$400,000 for a three year term. The work areas are shown on the attached map.

The Prequalification and Bid Process

Due to the unique skills needed for this work, staff prequalified bidders. The prequalification notice was advertised on December 28, 2017, and the questionnaire and documents were due back by January 18, 2018. Five potential bidders submitted prequalification applications, and of those, three met the prequalification requirements. The notice inviting formal bids (NIFB) on the Project was distributed to the three (3) prequalified bidders on February 22, 2018, and all bids were due on March 12, 2018. The City received one bid from Harbor Offshore, Inc. Harbor Offshore bid \$11,530 as a monthly fee and also provided an hourly rate of \$160 for additional repair or maintenance work. The other two companies that prequalified did not bid; they indicated to staff that they are not interested in the small maintenance contract but rather in larger repair or construction projects.

Harbor Offshore's bid is responsive to the City's NIFB. Staff reviewed all documentation received from Harbor Offshores and verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that the contractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Additionally, Harbor Offshore provided similar services under a prior contract, and staff found the company to be professional and responsible. Thus, staff recommends that the City Council award the contract for this Project to Harbor Offshore, Inc.

STRATEGIC PRIORITIES

This item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to establish, preserve and improve the City's

Award Contract for On-Call Channel Maintenance and Repair Services for Waterways
Assessment District
April 17, 2018
Page 3

infrastructure and natural resources through effective planning, prioritization, and efficient use of available funding. This item supports the following goals and objectives:

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

FINANCIAL IMPACT

This agreement will be funded by the three districts within the waterways: Waterways Assessment District, Westport CFD 2 and Seabridge CFD 4. Funding for the two remaining months of the fiscal year is available within the current adopted FY 2017-18 budget.

ATTACHMENTS:

Attachment A: A-8063 Harbor Offshore SD 18-42

Attachment B: Waterways Cleaning Map

Attachment C: On-Call Debris Removal SD 18-42 BID Packet

**CITY OF OXNARD CONTRACT FOR
THE ON-CALL CHANNEL MAINTENANCE AND REPAIR SERVICES PROJECT FOR
WATERWAYS ASSESSMENT DISTRICTS 1 AND 2
SPECIFICATION NO. SD 18-42**

THIS CONTRACT ("Contract") is made and entered this 1st day of May, 2018 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and HARBOR OFFSHORE, INC. ("Contractor"). Contractor's license number is 742617.

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

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as The On-Call Channel Maintenance and Repair Services Project for Waterways Assessment Districts 1 and 2 Specification No. SD 18-42 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, which in any case shall not exceed four hundred thousand dollars (\$400,000).
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

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

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

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

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

(signatures continue on following page)

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

CITY OF OXNARD**HARBOR OFFSHORE, INC.**

Tim Flynn, Mayor

Date

David Hutchinson, CFO

Date

Jeff Terai, President

Date

ATTEST:

Michelle Ascencion, City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer,
City Attorney

Date

APPROVED AS TO CONTENT:

Jeri Cooper, Project Manager

Date

Rosemarie Gaglione,
Public Works Director

Date

APPROVED AS TO AMOUNT:

Scott Whitney,
Interim City Manager

Date

Jesus Nava,
Assistant City Manager

Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

Date

The City requires the following for any contract:

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

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

PLEASE DO NOT
REMOVE THIS BOX

Exhibit INS-D

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

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

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;"

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

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. Policy shall include an endorsement providing Jones Act and U.S. Longshore and Harbor Coverage (USL&H). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

City of Oxnard
Insurance Compliance
Reference No. SD 18-42
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

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

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

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

Agreement No. A-8063

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

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

4/18

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER **B****COVERAGES**

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

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

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

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No SD 18-42
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")						SUBMIT IN DUPLICATE	
				ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)		
PRODUCER Telephone: NAMED INSURED				POLICY INFORMATION:			
				Insurance Company: Policy No.: Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits			
TYPE OF INSURANCE				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			
GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE				OTHER PROVISIONS			
☐ Claims Made Retroactive Date _____ ☐ Occurrence							
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$					
		EACH OCCURRENCE	AGGREGATE				
☐ GENERAL ☐ PRODUCTS/COMPLETED OPERATIONS ☐ PERSONAL & ADVERTISING INJURY ☐ FIRE DAMAGE ☐ ☐				Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: (_____) _____			
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.							
ENDORSEMENT HOLDER							
CITY OF OXNARD Attn: Insurance Compliance Reference No SD 18-42 P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____				

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER _____

POLICY INFORMATION:

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____

(to) _____

LOSS ADJUSTMENT EXPENSE _____

☐ Included in Limits☐ In Addition to Limits

Telephone: _____

☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____

with an Aggregate of \$ _____ applies to _____

coverage. ☐ Per Occurrence ☐ Per Claim _____ (which) _____

NAMED INSURED _____

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

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

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

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Insurance Compliance**

Reference No. _____

P.O. Box 100085 – OX**Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****AUTHORIZED REPRESENTATIVE**☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

Agreement No. A-8063

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

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

(Name and address of Contractor) ("Principal")

a contract (the “Contract”) for the Work described as The On-Call Channel Maintenance and Repair Services Project for Waterways Assessment Districts 1 and 2 Specification No. SD 18-42 (the “Project”).

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

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

(Name and address of Surety)

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

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

The Project shall be considered “accepted” for the purposes of triggering Bond deadlines at the Contractor’s final completion of all Tasks, the City’s acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California

Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

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

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

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

____ (“Principal”)

(Name and address of Contractor)

a contract (the “Contract”) for the Work described as The On-Call Channel Maintenance and Repair Services Project for Waterways Assessment Districts 1 and 2 Specification No. SD 18-42 (the “Project”).

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

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

(Name and address of Surety)

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

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

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

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

addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

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

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

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

Wooley Road Channel Debris Screen

Screen is visible from the trail off of Chesapeake Drive



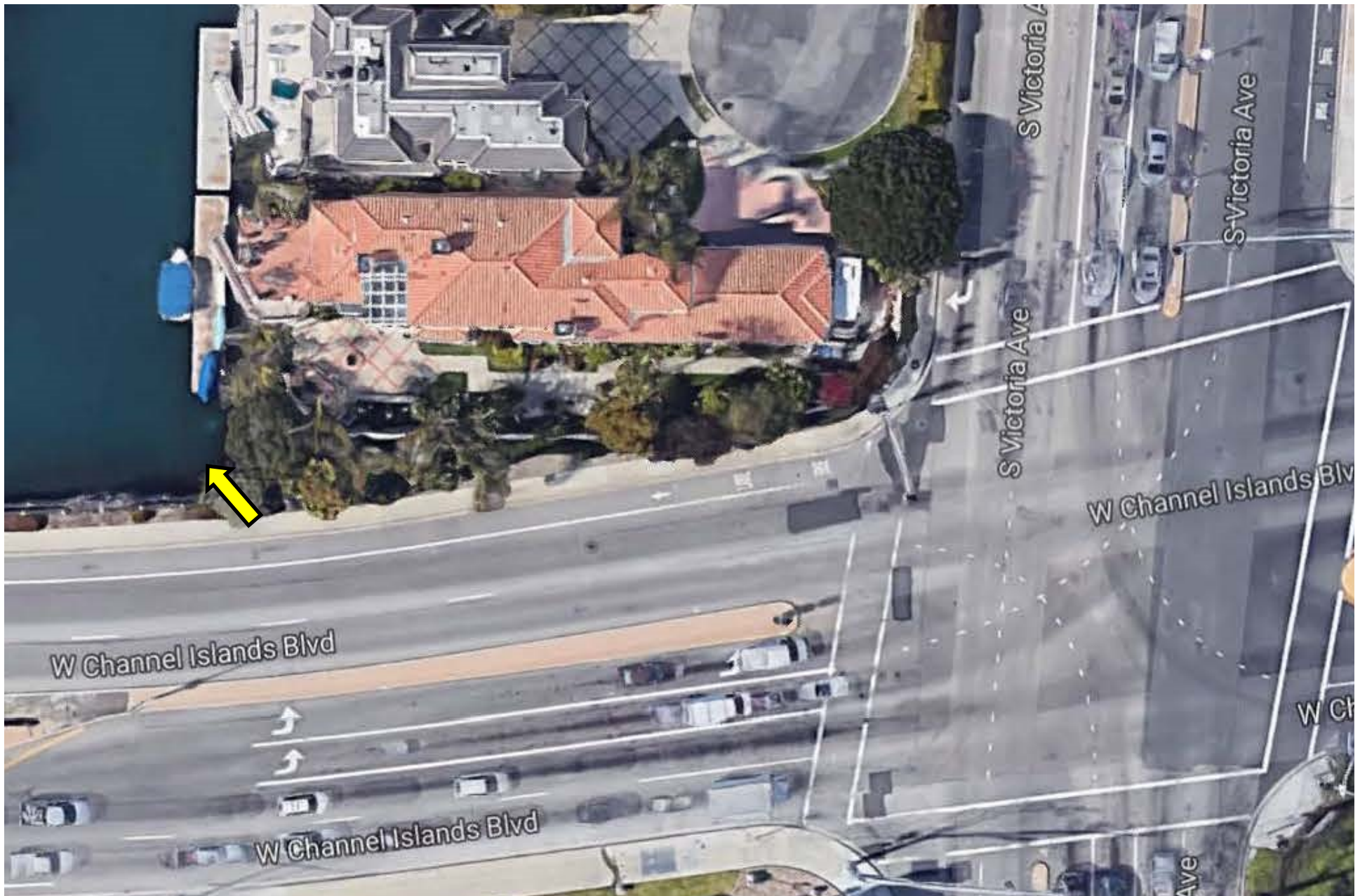
Hemlock Road Debris Boom

Boom is located off the Victoria Ave side road and Hemlock Street



Channel Islands Debris Boom

Channel Islands Debris Boom is located on W. Channel Islands Blvd. west of S. Victoria Road





Harbor Offshore, Inc.

4411 Dupont Court, Suite 130
Ventura, CA 93003
805.639.2205 phone
805.639.2207 fax

LETTER OF TRANSMITTAL

DATE 3/12/2018	JOB NO.
ATTENTION CITY CLERK CITY OF OXNARD	
RE: Bid Packet for Specification No. SD 18-42	

WE ARE SENDING YOU: **X Attached** ☐ Under Separate Cover The Following Item(s):

METHOD OF DELIVERY: ☐ US MAIL ☐ FAX **X HAND DELIVERED**

☐ Shop Drawings ☐ Prints ☐ Plans ☐ Samples
☐ Specifications ☐ Change Order ☐ Documents ☐ _____

COPIES	DATE	NO.	DESCRIPTION
1			Bid Packet
1			Addendum No. 1
1			Addendum No. 2
1			Questionnaire - notarized
1			References Form
1			Designation of Subcontractors
1			Industrial Safety Record Form
1			Bid Bond
1			Noncollusion Declaration - notarized
1			Copy of Oxnard City License
1			Copy of CA State License
1			Corporate Minutes authorizing officers to sign bids & contracts

THESE ARE TRANSMITTED as checked below:

☐ For Approval ☐ For Your Use ☐ As Requested ☐ For Review
☐ _____

Remarks:

Signed: _____

David L. Hutchinson

Copy To:

BID PACKET



FOR

ON-CALL CHANNEL MAINTENANCE AND REPAIR SERVICES PROJECT FOR WATERWAYS ASSESSMENT DISTRICTS 1 AND 2 SPECIFICATION NO. SD 18-42

Submitted by:

Contractor's Name: HARBOR OFFSHORE INC.

Address: 4411 DUPONT COURT, SUITE 130

City: VENTURA State: CA Zip Code: 93003

Contact Person: DAVID HUTCHINSON Phone: (805) 639-2205

Email: dhutchinson@harboroffshoreinc.com Date: 3/12/2018

**BID FOR THE ON-CALL CHANNEL MAINTENANCE AND REPAIR SERVICES PROJECT
FOR WATERWAYS ASSESSMENT DISTRICTS 1 AND 2
SPECIFICATION NO. SD 18-42**

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and any other information provided regarding The On-Call Channel Maintenance and Repair Services Project for Waterways Assessment Districts 1 and 2 No. SPECIFICATION NO. SD 18-42 ("Project") and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated, to the greatest extent possible, the surface, subsurface and other conditions affecting the Work, including also the possible groundwater conditions, transportation, the disposal, handling and storage of materials, and the possible availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of any Task site or of the Contract Documents' requirements.
2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond)—each in the amount of one hundred percent (100%) of the Contract Price—within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform all Tasks comprising the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/12/2018 [date], at VENTURA [city], CA [state].

Bidder's Name (Company): HARBOR OFFSHORE INC.

Signature: 
Print: DAVID HUTCHINSON

Title: CFO
Date: 3/12/2018

CITY OF OXNARD

**BID SHEETS FOR THE ON-CALL CHANNEL MAINTENANCE AND REPAIR SERVICES
PROJECT FOR WATERWAYS ASSESSMENT DISTRICTS 1 AND 2
SPECIFICATION NO. SD 18-42 [PROJECT]**

Bidder's Name: HARBOR OFFSHORE INC.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

WATERWAY ASSESSMENT DISTRICT 1

ITEM NO.	DESCRIPTION	UNIT	Total
1	Cleaning Services Two Times Per Week and Weekly Reports	Lump Sum Monthly Rate	\$ 11,050 ⁰⁰ /mo
2	On Call Cleaning and Debris Removal Services	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ 160 ⁰⁰ /HR
3	On Call Maintenance Repair Services	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ 160 ⁰⁰ /HR
4	On Call Transportation for City Staff in the Waterways	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ 160 ⁰⁰ /HR
TOTAL DISTRICT 1:			\$ 11,050 ⁰⁰ /mo

AS PER ADDENDUM NO. 1,
DISREGARD DISTRICT 2 BID SECTION

WATERWAY ASSESSMENT DISTRICT 2

ITEM NO.	DESCRIPTION	UNIT	Total
1	Cleaning Services Two Times Per Week and Weekly Reports	Lump Sum Monthly Rate	
2	On Call Cleaning and Debris Removal Services	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ /HR
3	On Call Maintenance Repair Services	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ /HR
4	On Call Transportation for City Staff in the Waterways	Hourly Rate Monday-Friday 8:00am - 5:00pm	\$ /HR
TOTAL DISTRICT 2:			\$

TOTAL DISTRICTS 1 AND 2:	\$ 11,050 ⁰⁰ /mo
---------------------------------	-----------------------------

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = TOTAL OF ALL ITEMS IN WATERWAYS ASSESSMENT DISTRICTS 1 AND 2

BID PRICE IN DIGITS: \$ 11,050⁰⁰ PER MONTH FOR ITEM 1

BID PRICE IN WORDS: ELEVEN THOUSAND FIFTY DOLLARS PER MONTH FOR ITEM 1

\$ 160⁰⁰ PER HOUR FOR ITEMS 2-4
ONE HUNDRED SIXTY DOLLARS PER HOUR FOR ITEMS 2-4

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>3/2/18</u>	#05	_____
#02	<u>3/8/18</u>	#06	_____
#03	_____	#07	_____
#04	_____	#08	_____

Bidder's Name (Company): HARBOR OFFSHORE INC.

Signature:  Title: CFO

Print: DAVID HUTCHINSON Date: 3/12/18


JEFF TELAN, PRESIDENT, 3/12/18

SCHEDULE OF RATES – HARBOR OFFSHORE INC

City of Oxnard On-Call Services (Spec No. SD 18-42)

The bid sheet monthly rate (Bid Item 1) for cleaning services includes one person, a vessel, and related costs. Likewise, Bid Items 2-4 for hourly on call cleaning, maintenance, and transportation includes one person, a vessel and related costs. For work requiring additional labor and equipment, the following schedule of fees shall be used.

<u>Labor Dayrate Schedule:</u>	<u>8 Hour ST Shift</u>	<u>Overtime Hour</u>	<u>Double Time Hour</u>
Diver	\$1,540.00	\$275.00	\$356.00
Standby Diver	\$ 885.00	\$152.00	\$192.00
Tender	\$ 871.00	\$149.00	\$189.00
Pilebuck	\$ 827.00	\$141.00	\$178.00
Shop Labor	\$ 45.00/hr.		
Administrative Services	\$ 85.00/hr.		

A 2% increase per year is to be applied to the above rates.

Equipment Dayrate Schedule:

Dive Construction Support Vessel	\$470.00
Dive Equipment Package	\$185.00
Jet Pump or High Pressure Washer	\$ 60.00
Eductor / Handjet	\$ 45.00
Fire Hose (50' section)	\$ 10.00
Hydraulic Power Pack	\$ 50.00
Hydraulic Jack Hammer	\$ 90.00
Hydraulic Chain Saw	\$ 90.00
Rock Drill	\$ 45.00
CP Air Hoses (50' section)	\$ 7.00
U/W Video System	\$350.00
U/W Digital Camera	\$ 75.00

Additional equipment rates will be provided upon request.

Materials, Consumables, and Third Party charges @ Cost + 15%

Public Works Department
 305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



March 2, 2018

ADDENDUM NO. 1

**The On-Call Channel Maintenance and Repair Services Project
 for Waterways Assessment Districts 1 and 2
 Specification No. SD 18-42**

SCHEDULED BID DUE DATE: 12:00 p.m. on March 12, 2018

TO ALL BIDDERS:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum is two (2) pages and forms a part of the Contract Documents. The following items are clarifications and modifications to the Contract Documents:

Bid Sheets. Bidders are to disregard the Bid Sheet titled Waterway Assessment District 2 and use only the bid sheet titled Waterway Assessment District 1 in response to this bid.

Questions and Responses regarding the Scope of Work and Bid Sheets:

Question 1: Please clarify the scope of work intended under Waterway Assessment District 1, Item 1 Cleaning Services.

Answer 1: Removal of debris floating on the surface, partially submerged, sunken to the bottom of the channels, or in rip rap. Weekly visual inspections of debris booms and debris screen.

Question 2: Waterway Assessment District 1, Item 1 Cleaning Services calls for cleaning services 2x per week. How many hours per day or per week are expected for cleaning District 1?

Answer 2: 2x per week is a minimum, hours per day are contingent on the work required to clean debris from the channels. For the purpose of bidding assume an 8 hour shift, 2x per week with the waterways of Mandalay Bay, Seabridge, and Westport cleaned each shift while removing floatable debris.

Question 3: Please clarify the scope of work intended under Waterway Assessment District 2, Item 1 Cleaning Services.

Answer 3: Same as Answer 1.

Question 4: Waterway Assessment District 2, Item 1 Cleaning Services calls for cleaning services 2x per week. How many hours per day or per week are expected for cleaning District 2?

Answer 4: Same as Answer 2.

The On-Call Channel Maintenance and Repair Services Project
for Waterways Assessment Districts 1 and 2
Addendum No. 1

Question 5: Waterway Assessment District 1, Items 2-4 cover an indefinite type and quantity of work. Repair and debris removal work, for instance, may require equipment, trade of labor (laborer, diver, pilebuck), and crew sizes (possible need for more than one person) beyond that required under Item 1. Please clarify what the hourly rate is intended to cover since it cannot contain all cost elements required to complete undefined repair and debris removal work. In previous contracts, this was handled by submitting a rate sheet.

Answer 5: When this activity requires more than the typical approach, the Contractor will provide a cost proposal for the specific project based on the Contractor's rates. Please submit your company's rate sheet as part of the bid.

Question 6: Waterway Assessment District 2, Items 2-4 cover an indefinite type and quantity of work. Repair and debris removal work, for instance, may require equipment, trade of labor (laborer, diver, pilebuck), and crew sizes (possible need for more than one person) beyond that required under Item 1. Please clarify what the hourly rate is intended to cover since it cannot contain all cost elements required to complete undefined repair and debris removal work. In previous contracts, this was handled by submitting a rate sheet.

Answer 6: Same as Answer 5.

Question 7: Request that the withholding of retention be waived considering two factors: the scope of work is service related rather than construction related and the City is already protected by the Contractor's Performance and Payment Bonds.

Answer 7: No retention will be held on this contract.

Clarification regarding Scope of Work:

Contractor shall provide all equipment, labor, and material required to execute the Work.

Addendum No.1 Received: Date: 3/2/2018

HARBOR OFFSHORE INC.
Contractor's Name

4411 DUPONT CT #130
Address

[Signature]
Authorized Signature
DAVID MCKENSON
CFO

VENICE CA 93003
City State Zip Code

(505) 639-2205
Telephone Number, Including Area Code

Name and Title

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



March 8, 2018

ADDENDUM NO. 2

**The On-Call Channel Maintenance and Repair Services Project
 for Waterways Assessment Districts 1 and 2
 Specification No. SD 18-42**

SCHEDULED BID DUE DATE: 12:00 p.m. on March 12, 2018

TO ALL BIDDERS:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum is one (1) page and forms a part of the Contract Documents. The following item provides clarifications and modifications to the Contract Documents:

Insurance. All insurance requirements for this Project shall be those listed in the City's document titled INS-D.

The INS-D form has been revised to include an endorsement providing Jones Act and U.S. Longshore and Harbor Coverage (USL&H).

The INS-D form in the Contract Documents is to be removed in its entirety and replaced with the attached INS-D Revised form.

Addendum No.2 Received: Date: 3/8/18

HARBOR OFFSHORE INC.

Contractor's Name

[Signature]

Authorized Signature

DAVID HERTZBERG
CEO

Name and Title

4411 DUANE COURT #130

Address

VENTURA CA 93003

City State Zip Code

(805) 639-2205

Telephone Number, Including Area Code

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

- (1) Bidder's Name: HARBOR OFFSHORE INC
- (2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?

* If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.

- (3) Business Address: 4411 DUPONT COURT SUITE 130
VENTURA CA 93003

Phone 1: (805) 639-2205 Phone 2: _____

Email: dhutchinson@harboroffshoreinc.com

- (4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): S-CORP

Organized under the laws of the State of: CALIFORNIA

- (5) California State Contractor's License Number and Class: 742617 CLASS A

Original Date Issued: 11/13/1997 Expiration Date: 11/30/19

- (6) DIR Contractor Registration Number: 1000030945

- (7) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: YES NO

- (8) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid:

JEFF TERAI (PRESIDENT, SEC) 4411 DUPONT CT #130 VENTURA CA (805) 639-2205

DAVID HUTCHINSON (CFO) 4411 DUPONT CT #130 VENTURA CA (805) 639-2205

- (9) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:

N/A

- (10) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

N/A

- (11) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Bidder or any principal with an interest in this Bid has been involved with in the past five (5) years:

a. List the names, addresses and phone numbers of the parties' contact persons:

N/A

b. Briefly summarize the parties' claims and defenses:

N/A

c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

N/A

- (12) If the Bidder or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

N/A

- (13) If the Bidder or any principal having an interest in this Bid ever failed to complete a project, explain below:

N/A

- (14) If the Bidder or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

N/A

For the final questions, the word "you" and "your" shall refer to the Bidder and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

- (15) For projects that the Bidder or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

- a. By you against the owner? Circle one: Yes ☐ No ☒
- b. By the owner against you? Circle one: Yes ☐ No ☒
- c. By any agency or individual for labor compliance? Circle one: Yes ☐ No ☒
- d. By Subcontractors? Circle one: Yes ☐ No ☒
- e. Are any such claims/actions unresolved/outstanding? Circle one: Yes ☐ No ☒

If your answer is "yes" to any part or parts of this question, explain.

- (16) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. OXNARD CONTRACT 8129-17-PW
2. OXNARD AGREEMENT NO. A-7736
3. OXNARD AGREEMENT NO. A-7449

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature:  Title: CFO Date: 3/5/18

This Questionnaire Form must be notarized below.

State of California)
 County of _____) ss
 City of _____)

Notarized

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

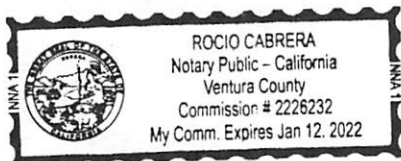
State of California)

County of Ventura)On 3/15/2018 before me, Rocio Cabrera Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared David L Hutchinsun
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Questionnaire FormDocument Date: 3/15/18 Number of Pages: B/7 - B/10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

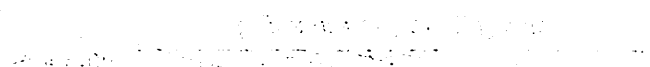
- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

[illegible]

5. The following table shows the number of people who have been convicted of a crime in the United States since 1970, by race and sex. The data are from the U.S. Department of Justice, Bureau of the Census, and the U.S. Department of Education, Office of Education Statistics.

79. 2010年12月15日，中国银监会发布《中国银监会关于鼓励和引导民间资本进入银行业的实施意见》，鼓励和引导民间资本进入银行业，对于促进民间金融健康发展，对于完善金融体系，对于支持实体经济，对于深化金融改革，对于维护金融稳定，都具有十分重要的意义。民间资本进入银行业，对于促进民间金融健康发展，对于完善金融体系，对于支持实体经济，对于深化金融改革，对于维护金融稳定，都具有十分重要的意义。

On _____ before me, _____
 (insert name and title of the officer) personally appeared _____,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
 is/are subscribed to the within instrument and acknowledged to me that he/she/they executed
 the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
 instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that
 the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____

(Seal)

REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If all of this information does not fit on this page, attach another page listing all information for all other work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: <u>On call services for Mandalay Bay, Harbor Island, and Seabridge</u>	
Construction Dates	From: <u>12/17/2017</u> To: <u>3/16/2018</u>
Agency Name: <u>City of Oxnard</u>	
Project Manager: <u>Raymond Williams</u>	Telephone: <u>805-385-7909</u>
Original Contract Amount: \$ <u>25,000</u>	Final Contract Amount: \$ <u>24,672</u>
Did you file any claims against the Agency? Circle one: Yes	<u>No</u>
Did the Agency file any claims against you? Circle one: Yes	<u>No</u>

Project 2 Description: <u>On call services for Mandalay Bay, Harbor Island, Westport + Seabridge</u>	
Construction Dates	From: <u>12/16/2014</u> To: <u>12/16/2017</u>
Agency Name: <u>City of Oxnard</u>	
Project Manager: <u>Raymond Williams</u>	Telephone: <u>805-385-7909</u>
Original Contract Amount: \$ <u>750,000 -</u>	Final Contract Amount: \$ <u>367,754 367,754</u>
Did you file any claims against the Agency? Circle one: Yes	<u>No</u>
Did the Agency file any claims against you? Circle one: Yes	<u>No</u>

Project 3 Description: Santa Felicia Dam Intake Tower Trash Rack Access

Construction Dates From: 9/5/2017 To: 9/10/2017

Agency Name: United Water Conservation District

Project Manager: Kaili Taniguchi Telephone: (805) 525-4431

Original Contract Amount: \$ 12,000 Final Contract Amount: \$ 11,978

Did you file any claims against the Agency? Circle one: Yes ☒ No

Did the Agency file any claims against you? Circle one: Yes ☒ No

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

Bidder's Name: HARBOR OFFSHORE INC.

Signature:  Title: CFO Date: 3/12/18

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will likely perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, will likely specially fabricate and install a portion of the Work or improvement according to detailed drawings contained in the Plans, Specifications and Task Orders. If all Subcontractors do not fit on this page, photocopy it onto blue paper and attach that additional page or those additional pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work on any Task. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Highest Possible Percentage of Work (e.g., 10%)
		NONE			

Bidder's Name: HARBOR OFFSHORE W.C. Signature: [Signature] Title: CFU Date: 3/12/18

* If Subcontractor X may perform 4% of one item on the Bid Sheets, 6% of another item and 9% of a third item, list only 9%. This percentage shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

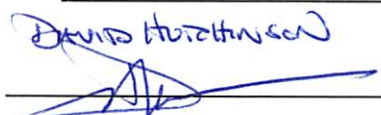
INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2018 (so far)	2017	2016	2015	2014	2013	Total
Number of contracts	7	22	32	31	33	38	163
Total dollar amount of contracts (in thousands)	257	14,064	8,662	9,640	9,528	11,276	53,427
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	1	1	2
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: HARBOR OFFSHORE INC.

Signature:  Title: CFO Date: 3/12/2018

Bond No. n/a**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has issued an invitation for bids for the Work described as The On-Call Channel Maintenance and Repair Services Project for Waterways Assessment Districts 1 and 2 No. SPECIFICATION NO. SD 18-42.

WHEREAS Harbor Offshore, Inc. - 4411 Dupont Court, Suite 130, Ventura CA 93003

(Name and address of Bidder)

("Principal"), desires to submit a Bid to Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

NOW, THEREFORE, we, the undersigned Principal, and Western Surety Company

1000 Wilshire Blvd., Suite 1800, 18th Floor, Los Angeles, CA 90017

(Name and address of Surety)

a corporation organized and existing under the laws of the State of South Dakota ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of Ten Percent of Total Amount Bid -----

Dollars (\$ 10% of Bid----), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, executors, administrators, successors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Agency and, within the time and in the manner required by the Contract Documents, enters into the written form of Contract, furnishes the required Payment and Performance Bonds (and a photocopy of each Bond), furnishes a copy of the Bidder's City business license, and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further shall pay all court costs incurred by the Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives Civil Code Section 2845.

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

Dated: March 6, 2018

"Principal"

Harbor Offshore, Inc.

By: 

Its: DAVID HURST
CFO

By: _____

Its: _____

"Surety"

Western Surety Company

By: 

Rebecca Haas-Bates

Its: Attorney-in-Fact

By: _____

Its: _____

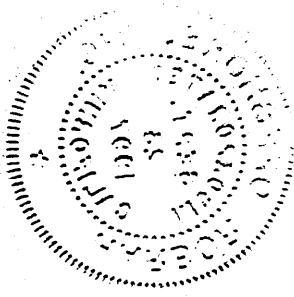


(Seal)



(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)On 03/06/2018 before me, A. MacFarlane, Notary Public,

Date

Here Insert Name and Title of the Officer

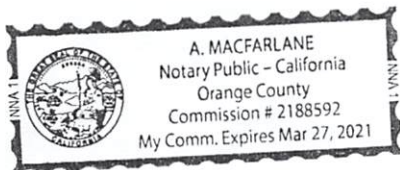
personally appeared Rebecca Haas-Bates

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 03/06/2018Number of Pages: Two (2) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Western Surety Company

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Owen Brown, Richard Adair, William Syrkin, Sergio D Bechara, Margaret Gilmore, Rebecca Haas-Bates, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat

Paul T. Brufat, Vice President

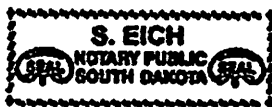
State of South Dakota }
County of Minnehaha }

ss

On this 9th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of March, 2018.



WESTERN SURETY COMPANY

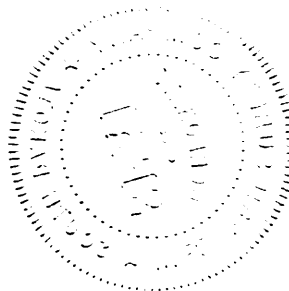
L. Nelson

L. Nelson, Assistant Secretary

Authorizing By-Law**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



Nº 3472

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

AMENDED
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

WESTERN SURETY COMPANY

of SIOUX FALLS, SOUTH DAKOTA, organized under the
laws of SOUTH DAKOTA, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance:

SURETY and LIABILITY

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21ST day
of MARCH, 1975, I have hereunto set
my hand and caused my official seal to be affixed this 21ST
day of MARCH, 1975.

Fee

Rec. No.

Filed

By

WESLEY J. KINDER
Insurance Commissioner

William M. Hales
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

I/we am/are the CHIEF FINANCIAL OFFICER of HARBOR OFFSHORE INC.,
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, corporation or s-corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, s-corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of the Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this declaration is executed on 3/13/18 [date], at Ventura [city], CA [state].

Bidder's Name: HARBOR OFFSHORE INC.
DAVID HUTCHINSON

Signature: 

Title: CFO

Date: 3/15/18

This Noncollusion Declaration must be notarized on the following page.

(Continuation of Noncollusion Declaration)

State of California)

County of _____) ss

City of _____)

On _____ before me,

_____(insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature _____

(Seal

NOTARY
ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

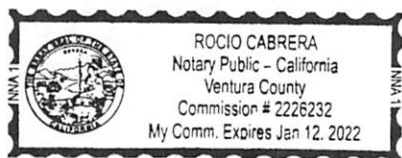
State of California)

County of Ventura)On 3/5/2018 before me, Reinold Adrem Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared David L. Hutchinson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Noncollusion Declaration to Be Executed by Bidder
Document Date: 3/5/2018 Number of Pages: 5/17 Submitted with Bid.
Signer(s) Other Than Named Above: 3 invoices per

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

OFFICE OF THE ATTORNEY GENERAL
STATE OF CALIFORNIA

IN RE: [Name] [Address] [City] [County] [State] [Zip]

STATE OF CALIFORNIA

IN RE: [Name] [Address] [City] [County] [State] [Zip]

STATE OF CALIFORNIA

IN RE: [Name] [Address] [City] [County] [State] [Zip]

STATE OF CALIFORNIA

IN RE: [Name] [Address] [City] [County] [State] [Zip]

STATE OF CALIFORNIA

IN RE: [Name] [Address] [City] [County] [State] [Zip]

STATE OF CALIFORNIA

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STATE OF CALIFORNIA

IN RE: [Name] [Address] [City] [County] [State] [Zip]

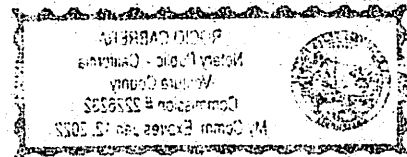
STATE OF CALIFORNIA

IN RE: [Name] [Address] [City] [County] [State] [Zip]

STATE OF CALIFORNIA

IN RE: [Name] [Address] [City] [County] [State] [Zip]

STATE OF CALIFORNIA



STATE OF CALIFORNIA

SMALL LOCAL BUSINESS PURCHASING PREFERENCE REQUEST

The City offers a bidding preference for small local businesses. A small local business is defined as a business entity that meets all of the following criteria:

1. Has for at least 36 months immediately preceding submittal of its Bid held a current City business license;
2. Has maintained within the City of Oxnard's boundaries its principal business office, which is defined as the place where the principal officers or owners generally transact business, to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business;
3. Has average annual gross receipts of \$20 million or less over the 36 months immediately preceding submittal of its bid; and
4. Employs fewer than 100 employees.

Additionally, a small local business must certify one of the following:

5. At least 50 percent of its employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
6. For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder submits with its Bid a certification confirming it has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Contractor's Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Please note that under City Code Section 4-2, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Section. You will be subject to penalties for falsely claiming to be a Small Local Business under the Section. More information is available at City Code Section 4-2.

If you wish to certify as a small local business, please submit the certification on the next page with the rest of your Bid.

N/A

**SMALL LOCAL BUSINESS PURCHASING PREFERENCE:
BIDDER'S CERTIFICATION**

Please refer to Oxnard City Code Section 4-2 to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

The undersigned hereby certifies under penalty of perjury that:

- ☐ At least 50 percent of the Bidder's employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
- ☐ For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Any person(s) executing this certification on behalf of the Bidder hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

*NOT
APPLICABLE*

By: _____

Title: _____

Bidder: _____

Date: _____

By: _____

Title: _____

Bidder: _____

Date: _____

*If the Bidder is not requesting a Small Local Business Purchasing Preference, this form is not required to be completed and submitted with Bid.

Please note: The Small Local Business Purchasing Preference is not applicable for projects funded by grants or programs outside the City's General Fund, such as federal or State grants.

IMPORTANT

Any certificate issued upon the payment by check shall be void unless the amount due is actually received by the City. The certificant is responsible for complying with City, County, State and Federal requirements including local zoning laws. Payment of the business tax is not an endorsement of the business or verification of competency or reliability.

OCC sec 11-5 - Multiple business tax certificates; branch establishments.

- (a) A person shall obtain a separate business tax certificate for each separate type of business conducted at the same or different locations.
- (b) Notwithstanding subsection (A) of this section, any person conducting two or more types of businesses at the same location or at different locations...shall obtain a business tax certificate for each branch establishment or location.
- (c) A person shall obtain a business tax certificate for each branch establishment of the same business.
- (d) A person shall conduct only the business for which a business tax certificate is obtained at the location and in the manner stated in such business tax certificate.

OCC sec 11-18 - Nontransferability. No business tax certificate issued...shall be transferable. If a business is transferred by sale or otherwise to another person, the transferee shall apply for a new business tax certificate and shall not be entitled to operate the business pursuant to the business tax certificate issued to the transferor.

OCC sec 11-19 - Duplicate Business tax certificates. If a certificant files a sworn statement that a business tax certificate has been lost or destroyed, and pays the duplicate business tax certificate fee, the collector may issue a duplicate business tax certificate.

OCC sec 11-20- Posting and carrying business tax certificate.

- (a) Any certificant conducting business at a fixed place of business in the city shall post the business tax certificate in a conspicuous public location at the place of business.
- (b) Any certificant conducting business, but not operating at a fixed place of business in the city, shall keep the business tax certificate on his or her person at all times while conducting business.

OCC sec 11-21 - Time for payment.

- (a) Except as otherwise provided in this chapter, annual business taxes shall be due and payable in advance on the first day of the anniversary month of each year.
- (b) Except as otherwise provided in this chapter, business taxes, other than annual, shall be due and payable...in advance on the first day of business...

OCC sec 11-22 - Delinquency; penalties; installment payments.

- (a) If a person fails to pay a business tax when due, the collector shall add a penalty of ten dollars (\$10) or ten percent (10%) per month of the delinquent amount of business tax, whichever is greater. The penalty shall be assessed on the first day of each month after the due date of the business tax, up to a maximum of 50% of the amount of the business tax due.

OCC sec 11-22 - No refund on cessation of business.

- (a) A certificant shall not be entitled a refund of any portion of any business tax or fee paid BY:

The City will mail a renewal notice to the mailing address on file however, it is your responsibility as the business owner to pay the business taxes when due to avoid penalties. Penalties are assessed for delinquent accounts, regardless of whether you receive a renewal notice or not. If you do not receive a renewal notice by the expiration date of the tax certificate, please contact Licensing Services immediately.

CITY OF OXNARD - LICENSE SERVICES
214 South C Street, Oxnard, California 93030
(805) 385-7817 • Fax (805) 385-7836

BUSINESS TAX CERTIFICATE
NON TRANSFERRABLE OR ASSIGNABLE

Classification Code No: 8201-29

Certificate No: 19-00044456

Control No: 52459

Date Issued: 11/08/17

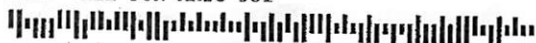
Expiration Date: 11/30/18

Classification Code Description: CONTRACTOR LOC OUTSIDE CITY

Owner's Name: HARBOR OFFSHORE, INC

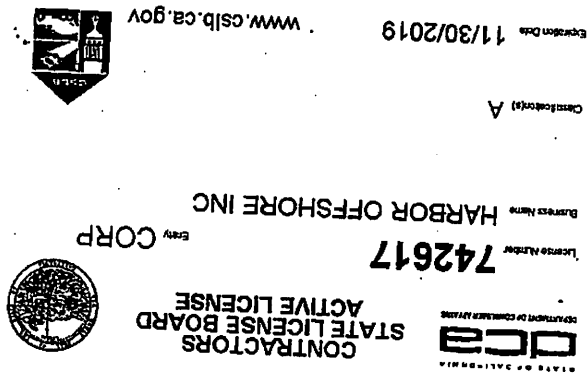
Business Address: OUTSIDE OF OXNARD

OXT1109A *** 7000000232 00.0003.0027 225/1
AUTO ALL FOR AADC 931



HARBOR OFFSHORE, INC
4411 DUPONT CT STE 130
VENTURA CA 93003-7758

POST IN A CONSPICUOUS PLACE
This Business Tax Certificate is issued as an acknowledgment for the payment of a business tax



**ACTION BY JOINT UNANIMOUS WRITTEN CONSENT
IN LIEU OF THE 2017 ANNUAL MEETING
OF THE
BOARD OF DIRECTORS AND SHAREHOLDERS
OF HARBOR OFFSHORE, INC.
(a California corporation)**

The undersigned, being the Directors and Sole Shareholder of Harbor Offshore, Inc., a California corporation (the “*Corporation*”), hereby consents in writing pursuant to sections 307(b) and 603 of the General Corporation Law of the State of California and the Bylaws of the Corporation, to the adoption of the following resolutions:

WAIVER OF NOTICE

RESOLVED, that notice and holding of the Annual Meeting of the Board of Directors and Shareholders are hereby waived as provided in the Bylaws of the Corporation.

ELECTION OF DIRECTOR

RESOLVED, that the following persons are hereby elected as the Directors of the Corporation to serve until their successors are duly elected and qualified, their earlier resignation or removal, or their offices are declared vacant as provided in the Bylaws of the Corporation:

Jeffrey B. Terai

ELECTION OF OFFICERS

RESOLVED, that the following persons are declared elected as officers of the Corporation to serve until their successors are duly elected and qualified, their earlier resignation or removal, or their offices are declared vacant as provided in the Bylaws of the Corporation:

Jeffrey B. Terai – President
David L. Hutchinson – Chief Financial Officer
Jeffrey B. Terai – Secretary

RATIFICATION OF PAST ACTIONS

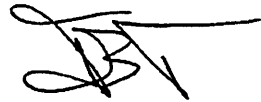
RESOLVED, that, having been reviewed by the Sole Director and Sole Shareholder, all the actions taken by the Board of Directors and officers for the preceding year, be, and the hereby are, ratified, confirmed, and approved as the acts and deeds of the Corporation.

RESOLVED FURTHER, that the officers of the Corporation are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as said officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed, and approved as the acts and deeds of the Corporation.

This Joint Written Consent shall be filed in the Minute Book and become a part of the records of the Corporation.

Dated as of February 18, 2017.



Jeffrey B. Terai, as the Sole Director



Trustee
Jeffrey B. Terai, Trustee of the Terai
Family Trust dated March 17, 2005
as the Sole Shareholder

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: April 17, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Budget Appropriation for Apportionments Within Assessment District 2000-1.
(Oxnard Boulevard/Highway 101 Interchange)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That City Council approve a budget appropriation in the amount of \$7,000 to cover unexpected charges associated with two apportionments in Assessment District 2000-1 (Oxnard Boulevard/Highway 101 Interchange).

BACKGROUND

The City of Oxnard established Assessment District No. 2000-1 (the “District”) and issued bonds to finance the construction of an interchange on U.S. Highway 101 at Oxnard Boulevard. The District was part of a coordinated financing solution to provide approximately \$113.5 million of infrastructure improvements known as the Vineyard Avenue-Johnson Drive Freeway Improvement Project. The improvements consisted of the following four major components: (a) a new 12-lane bridge on Highway 101 over the Santa Clara River; (b) extra lanes to Highway 101 between Vineyard Avenue and Montalvo railroad spur crossing; (c) an elevated rail grade crossing at Johnson Drive; and (d) a freeway interchange at Oxnard Boulevard.

In 2017, two developers requested several parcel changes requiring two separate apportionments. An apportionment takes the assessment lien from an existing parcel or lot that is being split, and respreads it to newly created parcels or lots, when the existing parcel lies within a 1915 Act

Budget Appropriation for Apportionments Within Assessment District 2000-1 (Oxnard
Boulevard/Highway
April 17, 2018
Page 2

Assessment District. Apportionments must be performed because they are required by law. Parts 10 and 10.5 of Division 10 of the California Streets and Highways Code require an apportionment of an assessment lien every time a subdivision, lot line adjustment or other re-configuration of land occurs to a property within a 1915 Act Assessment District.

The City has retained the services of NBS Government Finance Group to handle apportionments and this item is the result of their services. Apportionments are not typically a budgeted item; therefore these services are outside of the current Fiscal Year 2017-18 adopted budget.

This is a pass through item, as the City collects the fees from the developer for the apportionment and then pays NBS for their services.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact to the City's General Fund associated with this action. All funds will be disbursed from Fund 513 surplus fund balance. The estimated unaudited undesignated unreserved fund balance for FY 2017-18 after this appropriation will be approximately \$677K.

ATTACHMENTS:

Attachment A - Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Finance
 Project/Program _____
 Manager: Sandra Burkhart

Date: April 17, 2018
 Phone: (805) 385-7496

Reason for Appropriation:

To transfer funds from surplus fund balance to pay for charges associated with unexpected apportionments to the Oxnard Boulevard/Highway 101 Interchange Assessment District not included in the FY 2017-18 adopted budget.

Accounts and Descriptions**AMOUNT**

Fund: 513 - Assessment Dist. 2000-1

Expenditures/Transfers Out

513-1901-871-8209 Contracts and Services/Svcs-Other Prof/Contract 7,000

Sub-total Expenditures 7,000

Net Change to Fund Balance (7,000)

Net Appropriation Change (7,000)

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: April 17, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: La Colonia Neighborhood Street Improvement Project.

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

RECOMMENDATION:

That City Council approve a budget appropriation in the amount of \$160,000 for additional design services, inspections, project management and public outreach for the La Colonia Resurfacing Project No. 143116 (Public Works Specification No. PW15-03).

BACKGROUND

In the La Colonia Neighborhood Street Improvement Project Phase I, the scope of work included new sidewalks, American Disability Act (ADA) compliant ramps, new street signs, asphalt resurfacing, slurry and striping. The seven streets included within the La Colonia Neighborhood were between Camino Del Sol and Colonia Road, they are: Hayes Avenue, Garfield Avenue, Roosevelt Avenue, McKinley Avenue, Bonita Avenue, Anita Avenue and Juanita Avenue.

On January 10, 2017, City Council approved plans and specifications and authorized staff to solicit bids for the Phase I La Colonia Street Resurfacing Project PW 15-03 (Project).

On September 19, 2017, City Council approved Agreement A-7999 with Toro Enterprises, Inc., in the amount of \$1,116,575 for the Project. Council also approved a contingency of \$120,000 for a total construction cost of \$1,236,575.

La Colonia Neighborhood Street Improvement Project

April 17, 2018

Page 2

The approved budget for this Project did not include funding for design services, inspection services, soil testing, and project management during construction, which is typically approximately ten percent of the contract amount. Additionally, staff held five neighborhood outreach meetings, which resulted in multiple revisions to the plans and specifications, including changes to the widths of the sidewalk and streets, adding and removing parkways, and modifications to the ADA ramps at street corners. So, while staff only spent \$34,583 on the initial design services, inspection services, soil testing, and project management, the revisions and outreach meetings resulted in an additional unexpected expenditure of \$125,417. Thus, an additional \$160,000 is required to fund these services.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

Approval of this action would require an appropriation of \$160,000 from Street Maintenance Fund 105 reserves for design, redesign, outreach services, inspection services, soil testing, and project management related to La Colonia Resurfacing Project 143116 (Account No. 105-3015-826.84-51). With the inclusion of this appropriation, the FY17-18 estimated fund balance for Street Maintenance Fund would be \$8.9 million.

ATTACHMENTS:

Attachment A - Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Ralph Alamillo

Date: April 17, 2018
Phone: x8341

Reason for Appropriation:

Project 143116- La Colonia Street Resurfacing Phase I requires additional funds (estimated \$160,000) for additional internal engineering services, inspections, outreach and project management.

Accounts and Descriptions

AMOUNT

Fund: 105- Street Maintenance Fund

Expenditures/Transfers Out

Project 143116- La Colonia Street Resurfacing Phase I

105-3015-826.84-51	OTHER SERVICES / SERVICES FROM OTHER PROG	160,000
--------------------	---	---------

Sub-total Expenditures	160,000
------------------------	---------

Net Change to Fund Balance	(160,000)
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Net Appropriation Change	160,000
---------------------------------	----------------

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Rev# _____

Packet Pg. 171

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent
AGENDA ITEM NO.: 6

DATE: April 17, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Fifth Amendment to the Encroachment Protection Agreement Between the Department of the Navy, the Nature Conservancy, the Trust for Public Land, and the City of Oxnard.

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a Fifth Amendment to the Encroachment Protection Agreement between the United States Department of the Navy, The Nature Conservancy, the Trust for Public Land and the City of Oxnard (A-7734) to add Ventura Land Trust as a partner to the Agreement.

BACKGROUND

In 2011, the Navy entered into an Encroachment Protection Agreement (Agreement) with the Nature Conservancy (TNC) and the Trust for Public Land (TPL) for the purpose of acquiring long-term interests in lands within the vicinity of, or ecologically related to, Naval Base Ventura County (NBVC). On November 25, 2014, the City Council approved joining the Agreement. This partnership seeks to obtain easements or other interests in land that preserve critical buffer areas to limit incompatible development and protect valuable habitat through the Department of Defense's Readiness and Environmental Protection Integration (REPI) Program.

As part of the City's Groundwater Recovery Enhancement and Treatment (GREAT) Program, the City is pursuing acquiring property adjacent to the Advanced Water Purification Facility

(AWPF) on Hueneme Road. The property would be used for facilities including: finished water storage, storm water treatment, and wetland restoration, which complement efforts by the TNC and the California Coastal Conservancy to restore wetlands at Ormond Beach. The property could also be used as another entrance to the existing wetlands which is known as Gateway Park.

The Agreement defines the procedures for the purchase of easements by the Navy from the City as an encroachment protection partner. The Agreement does not commit the Navy or City to any specific action, but allows for the pursuit of partnership opportunities that will enhance the environment neighboring the AWPF.

The original Agreement between the Navy, TPL, and TNC was signed in 2011. Amendment One obligated additional federal funding to the Agreement. Amendment Two added the City of Oxnard to the Agreement to establish the City as an eligible entity for encroachment protection projects. Amendment Three also obligated additional federal funds toward the Agreement, but was approved prior to finalization of the City's entry to the Agreement. Amendment Four extended the term of the Agreement for an additional five (5) years beyond its September 30, 2016 expiration and allowed the Navy to unilaterally amend the Agreement only for the purpose of adding funding. The Navy has requested the City's consent to proposed this Fifth Amendment, which would add the Ventura Land Trust as a partner to the Agreement.

STRATEGIC PRIORITIES

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

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

There is no immediate financial impact for this item. If the City and the Navy partner on a project, the Navy will provide funding for purchase of an easement, which has not yet been defined or assigned a value. The purchase of qualifying easements by the Navy, if any, would be brought back to City Council for consideration.

ATTACHMENTS:

5Th Amendment to the Encroachment Protection Agreement with the Department of the Navy
April 17, 2018
Page 3

Attachment A - Fifth Amendment to Encroachment Protection Agreement No. A-7734

Attachment B - Fourth Amendment to Encroachment Protection Agreement No. A-7734

Attachment C - Third Amendment to Encroachment Protection Agreement No. A-7734

Attachment D - Second Amendment to Encroachment Protection Agreement No. A-7734

Attachment E - First Amendment to Encroachment Protection Agreement No. A-7734

Attachment F - Original Encroachment Protection Agreement No. A-7734

**MODIFICATION FIVE (5) TO
ENCROACHMENT PROTECTION AGREEMENT**

BETWEEN

**THE UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY**

AND

AND THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

AND

THE CITY OF OXNARD

1. This Modification Five (5) modifies the agreement as follows:

In accordance with Article V, Section 504(b) titled "Successors and Assigns", the Parties agree to the addition of the Ventura Land Trust, as a partner to this agreement. The Parties further agree that all other parts of the agreement remain unchanged.

Executed this _____ day of _____, 2018

FOR THE DEPARTMENT OF THE NAVY

By:

DAVID B. BIXLER
Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest
San Diego, California

Executed this _____ day of _____, 2018

FOR THE NATURE CONSERVANCY

By: _____
Sarah Newkirk, Project Director

Executed this _____ day of _____, 2018

FOR THE TRUST FOR PUBLIC LANDS

By:

Tily Shue, Senior Counsel and Legal Director

Page 3 of 5

COUNCIL APPROVAL
DATE: _____ AGENDA# _____

Executed this _____ day of _____, 2018

FOR THE CITY OF OXNARD, CALIFORNIA

By:

TIM FLYNN
Mayor

ATTEST:

MICHELLE ASCENSION
City Clerk

APPROVED AS TO FORM:



STEPHEN FISCHER
City Attorney

Executed this _____ day of _____, 2018

FOR THE VENTURA LAND TRUST

By:

Derek Poultney, Executive Director

ENCROACHMENT PROTECTION
· AGREEMENT
N6247311RP00229

BETWEEN

THE UNITED STATES OF AMERICA
DEPARTMENT OF NAVY

AND

THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

AND

THE CITY OF OXNARD

AMENDMENT ONE – JULY 2012
AMENDMENT TWO – JULY 2015
AMENDMENT THREE- MARCH 2015
AMENDMENT FOUR – JUNE 2016



**Encroachment Protection Agreement
N6247311RP00229
Amendment Four (4)**

Encroachment Protection Agreement N6247311RP00229 ("Agreement") between the United States of America, acting by and through the Department of the Navy ("Navy") and The Nature Conservancy ("TNC") and The Trust for Public Land ("TPL") and the City of Oxnard, hereinafter collectively referred to as the "Parties" was executed by the Parties on September 30, 2011. The Agreement is hereby amended as follows:

1. Article V – "General Provisions," Section 501 Term is amended to extend the term of the Agreement by inserting the following therein:

"c. The term of the Agreement is extended for a period of five (5) years beginning on September 30, 2016 and ending on September 29, 2021, unless sooner terminated as provided herein, or unless renewed or extended by mutual agreement of the Parties prior to the expiration of the term of this Agreement."

2. Article V – "General Provisions," Section 502 Modification is hereby amended by inserting the following therein:

"Notwithstanding the foregoing, the NAVY may unilaterally amend the Agreement to document the Navy's obligation of additional funding to the Agreement."

3. All other terms and conditions remain in full force and effect.

Encroachment Protection Agreement
N6247311RP00229
Amendment Four (4)

Executed this 15TH day of SEPT 2016

FOR THE NAVY

BY: 

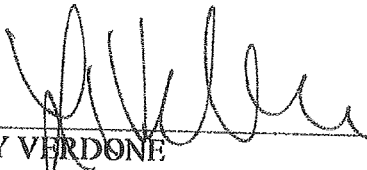
DAVID B. BIXLER, Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest

**Encroachment Protection Agreement
N6247311RP00229
Amendment Four (4)**

Executed this 10th day of June 2016

FOR THE NATURE CONSERVANCY

BY: _____


LILY VERDONE
Project Director

Encroachment Protection Agreement
N6247311RP00229
Amendment Four (4)

Executed this 17th day of AUGUST 2016

FOR THE TRUST FOR PUBLIC LAND

BY:

~~GINA FROMER~~
~~California State Director~~

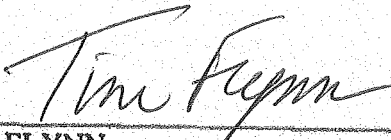

TILY SKUE
SENIOR COUNSEL &
LEGAL DIRECTOR

Encroachment Protection Agreement
N6247311RP00229
Amendment Four (4)

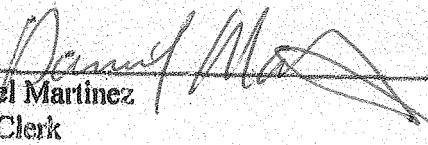
Executed this 19th day of July 2016

FOR THE CITY OF OXNARD

BY:


TIM FLYNN
Mayor

ATTEST:


Daniel Martinez
City Clerk

APPROVED AS TO FORM:


STEPHEN M. FISCHER
City Attorney

**ENCROACHMENT PROTECTION AGREEMENT
N6247311RP00229**

BETWEEN

THE UNITED STATES OF AMERICA

DEPARTMENT OF THE NAVY

AND

THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

AMENDMENT THREE (3)

AMENDMENT ONE: - JULY 2012

AMENDMENT TWO: - PENDING

AMENDMENT THREE: - MARCH 2015

**Encroachment Protection Agreement
N6247311RP00229
Amendment Three (3)**

Encroachment Protection Agreement N6247311RP002329 ("Agreement") between the United States of America, acting by and through the Department of the Navy ("Navy") and The Nature Conservancy ("TNC"), and The Trust For Public Land ("TPL"), hereinafter collectively referred to as the "Parties" was executed by the Parties on July 25, 2012.

This Modification Three (3) modifies the Agreement as follows:

1. Article III – "Funding", Section 301, Funding Limitation is amended by inserting the following therein:
 - c. This clause memorializes that the Navy obligated additional funds in the amount of approximately One Million Two Hundred Thirty Seven Thousand Two Hundred and Fifty Dollars (\$1,237,250.00) into escrow toward the cost of the Navy acquiring Easements or Property Interests within the vicinity of Naval Base Ventura County on July 30, 2014.
 - d. The Navy will obligate additional funds in the amount of approximately Two Million Dollars (\$2,000,000.00) toward the cost of the Navy acquiring Easements or Property Interests within the vicinity of Naval Base Ventura County upon signature of this Amendment Three (3).
2. All other terms and conditions remain in full force and effect.

Executed this 7th day of June, 2015

FOR THE DEPARTMENT OF THE NAVY

By: 
 DAVID B. BIXLER
 Real Estate Contracting Officer
 Naval Facilities Engineering Command Southwest
 San Diego, California

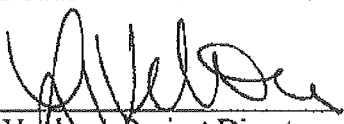
ACCOUNTING CLASSIFICATION TO BE CHARGED (DISBURSEMENT)										
A. ACRN	B. APPROPRIATION	C. SUB HEAD	D. OBJ. CLASS	E. BU- CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT
AD	9714140100	KFES	0252	62470	A	068732	2D	AD000Q	AD011RP00235	\$1,237,250
AE	9715150100	KFES	0323	62470	A	068732	2D	AE000Q	AE011RP00235	\$2,000,000

**Encroachment Protection Agreement
N6247311RP00229
Amendment Three (3)**

Executed this 10th day of April, 2015

FOR THE NATURE CONSERVANCY

By:



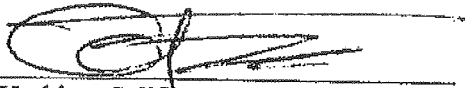
Lily Verdone, Project Director

Encroachment Protection Agreement
N6247311RP00229
Amendment Three (3)

Executed this 11 day of MARCH, 2015

FOR THE TRUST FOR PUBLIC LANDS

By:



~~Sam Hodder~~, California State Director

GINA FROMKE



**MODIFICATION TWO (2) TO
ENCROACHMENT PROTECTION AGREEMENT**

BETWEEN

**THE UNITED STATES OF AMERICA
DEPARTMENT OF THE NAVY**

AND

AND THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

EXECUTED JULY 25, 2012

1. This Modification Two (2) modifies the agreement as follows:

In accordance with Article V, Section 504(b) titled "Successors and Assigns", the Parties agree to the addition of the City of Oxnard, California, a political subdivision of the State of California, as a partner to this agreement. The Parties further agree that all other parts of the agreement remain unchanged.

Executed this 9TH day of JULY, 2015

FOR THE DEPARTMENT OF THE NAVY

By:



DAVID B. BIXLER
Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest
San Diego, California

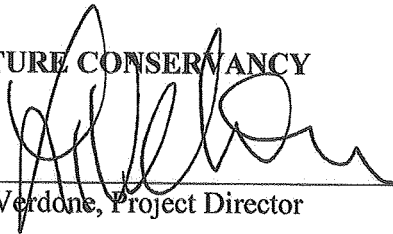
COUNCIL APPROVAL
DATE: _____ AGENDA# _____

Naval Facilities Engineering Command Southwest
Contract: N6247311RP00229

Executed this 5th day of June, 2015

FOR THE NATURE CONSERVANCY

By:


Lily Verdone, Project Director

Naval Facilities Engineering Command Southwest
Contract: N6247311RP00229

Executed this 23 day of June, 2015

FOR THE TRUST FOR PUBLIC LANDS

By:

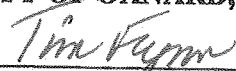

Gina Fromer, California State Director

Naval Facilities Engineering Command Southwest
Contract: N6247311RP00229

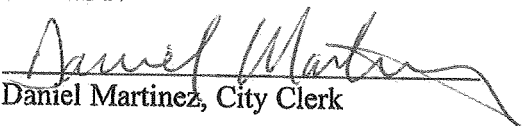
Executed this 25 day of November, 2014

FOR THE CITY OF OXNARD, CALIFORNIA

By:

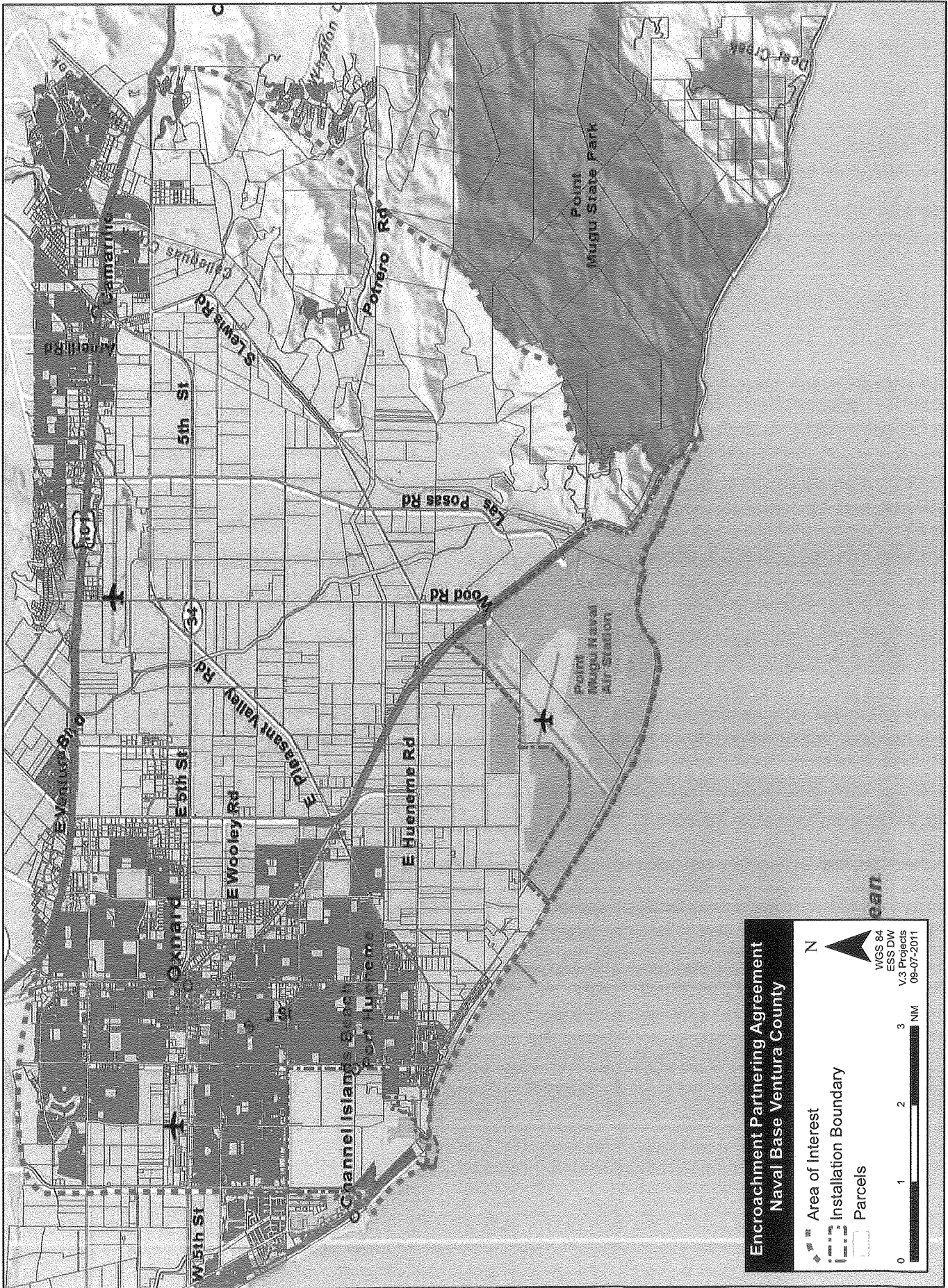

Tim Flynn, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, Interim City Attorney



Attachment A

**ENCROACHMENT PROTECTION
AGREEMENT**

BETWEEN

**THE UNITED STATES OF AMERICA
DEPARTMENT OF NAVY**

AND

THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

Amendment 1 – July 2012

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ARTICLE I - SCOPE, PURPOSE AND AUTHORITY

Section 101 General

a. This is a multiple-year Encroachment Protection Agreement ("**Agreement**") between The United States of America, acting by and through The Department of the Navy ("**Navy**"), The Nature Conservancy ("**TNC**"), and The Trust for Public Land ("**TPL**"), hereinafter collectively referred to as the Parties, concerning the identification and purchase of long-term interests in multiple parcels of land in furtherance of the objectives of this Agreement. The Parties have entered into this Agreement to establish the terms and conditions applicable to the contribution of Federal and non-Federal funds for acquisition of long-term interests in parcels of land in the vicinity of, or ecologically related to, Naval Base Ventura County and its Area of Interest ("**NBVC**") in California, in accordance with the provisions of Title 10 of the United States Code, §2684a.

b. This Agreement, including Attachment "A" (map) and "B" (Draft Restrictive Use Easement), includes the basic terms and conditions related to Navy's contribution of funds for the above-stated purpose. Attachments "A" and "B" are attached hereto and made an integral part of this Agreement.

c. Title 10 of the United States Code, §2684a (hereinafter, "**10 U.S.C. §2684a**") provides authority for the Navy to enter into agreements with eligible entities to share acquisition costs of real property in the vicinity of military installations for the purpose of preserving property that supports compatible land use in a manner that relieves or eliminates restrictions that inhibit military testing, operations or training, and/or limits development in the vicinity of military installations. As provided in 10 U.S.C. §2684a, the Navy intends to acquire Restrictive Use Easement(s) ("**Easement**") (or other mutually acceptable appropriate realty interests) in substantially the same form as contained in Attachment "B" to ensure that the property concerned is not developed and is used in a manner appropriate for the purposes of that section.

d. TNC and TPL are private entities that have, as their stated principal organizational purposes or goals, the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal, and meet the requirements of a section 501(c) charitable organization. Under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. TNC and TPL are hereinafter collectively referred to as "**Conservation Entities**," and each individually as a "**Conservation Entity**."

e. The Parties desire to acquire certain real property interests in multiple parcels of land (each a "**Property Interest**" or collectively "**Property Interests**") within the vicinity of NBVC for purposes that are consistent with their land and natural resources conservation objectives, preservation goals and the prevention of incompatible land development. Each acquisition would be accomplished with a transaction involving one or more Conservation Entity(ies) and the Navy and parcels of land acceptable and appropriate to the Navy and the Conservation Entity(ies) engaged in the particular transaction (in each case, the "**Transacting Conservation Entity**").

The Navy is willing to contribute Federal funds to assist in this acquisition initiative in accordance with 10 U.S.C. §2684a and applicable laws, regulations and guidance. It is anticipated that third parties, that are acceptable to the Parties, may provide to the Conservation Entities funds for the acquisitions described in this Agreement and acquire real property interests in the Properties identified in Attachment "A".

Section 102 Scope

The scope of this Agreement is to establish terms and conditions applicable to the contribution of funds to assist in the acquisition of Property Interests in various parcels of land as shown on Attachment "A" (each a "**Property**" or collectively the "**Properties**") in the vicinity of NBVC. Federal funds will be contributed in accordance with 10 U.S.C. §2684a and other applicable Federal laws, regulations and guidance. The contribution of Federal funds for acquisitions made pursuant to this Agreement is subject to the express written approval of the Secretary of Navy. The contribution of TNC and TPL funds for Property Interest acquisitions is in each case subject to the express written approval of TNC or TPL, in accordance with each organization's policies and procedures.

END - ARTICLE I

ARTICLE II - OBLIGATIONS OF THE PARTIES

Section 201 General

a. The Parties intend to collaborate to limit land development that is incompatible with the current and future mission of NBVC and its use, and to preserve ecological and open space values by acquiring Property Interests. This Agreement in no manner restricts the Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

b. The Parties agree that it is mutually beneficial to develop procedures and criteria for acquisition of Easements or Property Interests, in conjunction with a viable program for acquisition of certain property rights which will serve the interests of the Parties by encouraging patterns of community growth in areas, and in a manner, that will not encroach upon the operations and mission of military uses of NBVC and will preserve ecological, and open space values.

c. Neither Conservation Entity will transfer to Navy, nor will Navy accept, responsibilities for land stewardship for any Property Interests acquired pursuant to this Agreement. However, as discussed in Section 203(i), the Parties may elect to discuss the sharing of costs and expenses for stewardship and/or monitoring of easements.

d. In accordance with the terms of the Easement or Property Interests of the Navy, either Conservation Entity shall have the right to transfer any Property Interest it acquires pursuant to this Agreement to the State or a political subdivision of the State, or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal. The transfer of any remaining Property Interests shall be subject to the Easement (or other mutually acceptable appropriate realty interests) in the property granted to the United States of America.

e. Neither Conservation Entity is in any manner an agent of the Federal Government. The Conservation Entities are each independent entities which may freely negotiate real estate actions and do so at their own risk. In transactions with the Navy, neither Conservation Entity shall incur any liability or responsibility for payment of any relocation or other benefits under the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646).

f. Any Party may elect to not consummate an acquisition contemplated under this Agreement if it determines at its sole discretion that there is a problem with the condition of title, hazardous materials or some other risk factor that renders an acquisition inconsistent with the Party's interests, mission or the law.

Section 202 Obligations of the Parties

a. The Conservation Entities will each work with the Navy and third parties to assist the Navy with its acquisition of Easements or Property Interests in accordance with the terms of this Agreement. In the event additional non-federal funds are available for the acquisition, and these funds require approval by the non-federal funder prior to any transfer of an interest in an acquired Property, the Transacting Conservation Entity will provide written approval from such non-federal funder of such transfer to Navy in form and substance satisfactory to Navy.

b. The Parties shall provide sufficient funds to pay their share of allowable costs incurred in performance of this Agreement according to the terms and conditions for payment under Article IV and pursuant to Section 202(a) above.

c. Except for provisions of this Agreement that provide for approvals or determinations by any Party in its sole discretion, whenever the terms of this Agreement provide for coordination and/or approval by any of the Parties, the Parties will not unreasonably withhold such coordination and/or approval. Any request for action by any of the Parties shall be considered and acted upon in a timely fashion.

d. Payment obligations of the Navy are subject to the availability of Federal funds for any given purchase. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341, or other applicable Federal law.

e. The obligations of the Conservation Entities are subject to each of the following conditions, and there shall be no obligation on the part of a Conservation Entity for a specific transaction until each of these conditions is met:

1. The Transacting Conservation Entity shall have authorized and approved, in its sole discretion, this Agreement and each of the proposed transactions the Transacting Conservation Entity may participate in under this Agreement:

2. The Transacting Conservation Entity and the Navy shall have identified and agreed in writing upon the acquisition of a specific Property Interest and the specific terms upon which the Navy will purchase the Easement or Property Interest:

3. All funds required for acquisition of a particular Property Interest shall be available:

4. The Transacting Conservation Entity shall have reviewed and approved, in the Transacting Conservation Entity's sole discretion, the environmental, hazardous materials, title and other conditions of each Property Interest to be acquired or conveyed under this Agreement, and:

5. The landowner under the relevant Purchase Agreement (as defined below) between the Transacting Conservation Entity and such landowner shall have performed his/her obligations and the Transacting Conservation Entity shall have acquired the relevant Property Interest from such landowner.

Section 203 Acquisition Process

a. The Navy shall examine Properties with each of the Conservation Entities and assign a selection priority to transactions that provide the greatest protection against encroachment for NBVC and protection of ecologically important areas. The primary focus will be lands within the Area of Interest of NBVC, as noted in Attachment "A".

b. Steps of Acquisition.

1. The Parties understand and agree that: (i) the Conservation Entities will each work as an independent entity in the acquisition of Property Interests and not as an agent or contractor of the Navy, and (ii) no Party has any financial or pecuniary liability to any other Party prior to receipt of necessary approvals and funding for the purchase and conveyance of the Property Interests described in this Agreement.

2. The Conservation Entities will separately endeavor to reach agreement on the terms and conditions of each purchase agreement or for the acquisition of certain Property Interests (in each case, a "Purchase Agreement"). Should one of the Conservation Entities decide to acquire a Property Interest, the Transacting Conservation Entity will separately conduct any and all negotiations with the landowner to develop and finalize the terms and conditions of the acquisition. If a Conservation Entity enters into a Purchase Agreement, or an arrangement by any other name to purchase a Property Interest, it shall provide copies of the fully executed Purchase Agreement (including terms of the purchase price) and any amendments to the Navy.

3. The relevant Transacting Conservation Entity shall ensure that each Purchase Agreement allows a period of at least 90 days for due diligence review that will allow for the completion of the transaction reviews by the Navy, preparation of deeds, easement(s) and/or any other conveyance documents, and the receipt of the Navy's written approval of the particular purchase by appropriate authority ("**Due Diligence Period**"). Upon the Transacting Conservation Entity's receipt of approval from its Board of Directors or other appropriate internal officer or body with the authority to approve the transaction, as applicable, the Navy and the Transacting Conservation Entity will proceed with the acquisition of the Easement or Property Interest. The Navy shall be the Grantee of an Easement or Property Interest when Navy funds are expended for such interest.

4. During the Due Diligence Period, the Transacting Conservation Entity and the Navy shall endeavor to reach agreement on the specific terms of the easement(s) and/or any other conveyance documents or related instruments the Navy and the Transacting Conservation Entity may need to acquire the applicable Property Interest and grant an Easement to the Navy. If the Navy and the Transacting Conservation Entity elect to proceed with an acquisition, then prior to the end of the Due Diligence Period, the Navy and the Transacting Conservation Entity shall execute a mutually acceptable conveyance agreement between the Navy and the Transacting Conservation Entity and proceed with the acquisition of the Property Interest and conveyance of an Easement or other Property Interest to the Navy.

5. The Parties acknowledge that a Conservation Entity may pursue (i) funding from a variety of sources, including foundations, landowners, individuals and corporations, or, (ii) State, local or Federal funding, as available. Subject to the prior written approval of the Navy, the precise terms of any particular Easement or other Property Interest may be modified to satisfy the requirements of any such third party funding sources.

c. Acquisition of a Property Interest pursuant to this Agreement may only be accomplished with the voluntary consent of the landowner to the transaction.

d. Title to Property Interests acquired must be in an acceptable form and quality to the Navy and the Transacting Conservation Entity. Title to an Easement or Property Interest acquired by the Navy shall comply with the current version of the "United States Department of Justice Title Standards" to be acceptable to the Navy.

e. As described below, with each transaction the Navy and the Transacting Conservation Entity shall provide each other such real estate due diligence documentation as is developed by or for the Navy or the Transacting Conservation Entity with respect to the Transacting Conservation Entity's acquisition of the Property Interest from landowner and the transfer of an Easement to the Navy, including: real property surveys (if applicable), environmental site assessment(s) (if applicable and as defined below), the fee simple appraisal (as defined below) title reports and copies of underlying exceptions.

f. The amount of the Navy's contribution toward an acquisition shall be as permitted under the provisions of 10 U.S.C. §2684a, as it may be amended from time to time, and the lesser of the following:

(1) Seventy-five percent (75%) of the fair market value of a Property Interest less than fee simple acquired by the Transacting Conservation Entity as determined in an Appraisal; or

(2) the amount equal to the fair market value of an Easement to be transferred to the Navy; or

(3) the actual purchase price described in a Purchase Agreement between the Transacting Conservation Entity and a landowner for the acquisition of a Property Interest from the landowner.

The Navy or the Transacting Conservation Entity may elect to not proceed with any particular acquisition if it concludes, at its sole and absolute discretion, that the contribution it would have to make would be inconsistent with its goals and objectives.

g. The Transacting Conservation Entity shall pay for the costs and expenses for document preparation, transfer and recording fees and other closing costs associated with a landowner's conveyance of a Property Interest to the Transacting Conservation Entity. The Navy shall pay for the costs and closing costs for document preparation, transfer and recording fees and other expenses associated with the Transacting Conservation Entity's conveyance of an Easement or Property Interest to the Navy. Costs or expenses borne by the Navy and the Transacting Conservation Entity not otherwise provided for in this Agreement will be borne by the Party incurring same and will not form the basis for claim, compensation, or reimbursement between the Navy and the Transacting Conservation Entity. The Navy shall neither pay nor reimburse any third party for city, town, or county property taxes and/or assessments.

h. The Parties agree that the Easement or Property Interest acquired by the Navy shall be appropriately conveyed so as to run with the land in perpetuity.

i. The Navy and a Transacting Conservation Entity may elect to discuss the potential to share costs and expenses for items such as title reports; environmental assessments, if required; stewardship costs, and/or monitoring of easement costs. Nothing in this agreement shall be construed to obligate the Navy, TNC, or TPL to share any of these costs as a result of this Agreement

j. The Parties agree to designate and contract for title and escrow services with one firm acceptable to both the Navy and the Conservation Entities.

k. Relocation assistance.

l. Pursuant to statutory authority, acquisition of any Property Interest under this Agreement must be with the voluntary consent of the landowner. The Navy is not required to provide relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1907 (42 U.S.C. Section 4601 et seq.) where (a) a landowner sells his

or her land voluntarily, or: (b) where such an acquisition is conducted by a non-governmental party without eminent domain powers using Federal funding assistance.

2. The Navy shall have no obligation to pay or reimburse any relocation assistance which may be required to be paid under state law.

1. Each of the Parties agrees to obtain approval from the other Parties before issuing press releases, advertisements or other statements to the public in connection with this Agreement.

Section 204 Real Estate Appraisals

a. The Transacting Conservation Entity may provide the Navy an appraisal for the relevant Property Interests during each Due Diligence Period (each an "Appraisal"). The Appraisal may include, as appropriate, the fair market value of the fee simple estate of the Property, unencumbered by the proposed restrictions, and the fair market value of the Property Interest and/or Easement to be acquired by the Navy and the Transacting Conservation Entity.

b. The Navy will contribute 50% of the cost of any such Appraisal agreed to by participating Parties in advance.

c. Navy has no obligation under this Agreement to perform any appraisals or to use the Transacting Conservation Entity's appraisal(s) but reserves the right to do so.

Section 205 Land Surveys

a. The Navy and the Transacting Conservation Entity shall have the right, but not the obligation, to obtain a real property survey of any or all of the Property Interests at its sole expense. The survey shall be completed within the applicable due diligence deadlines agreed upon by the Navy and the Transacting Conservation Entity. The survey will be completed in accordance with State of California land survey recordation requirements based on a scope of work satisfactory to both the Navy and the Transacting Conservation Entity. The survey shall be sufficient to enable the Title Insurer to delete all standard exceptions to coverage under the Title Policy with respect to surveys.

b. The survey shall determine the exact acreage and location of parcels and identify and locate all existing encroachments and rights-of-way affecting the parcels. The survey will show all parcels of land to be purchased, including the area(s) to be encumbered by the Easement or Property Interests. The survey shall have a corresponding legal description containing all metes and bounds reflected on the survey plat.

c. The Navy requires any such survey to be certified by the California Public Land Surveyor who conducts the survey.

Section 206 Preliminary Title Reports and Title Insurance

a. Navy will pay for and obtain preliminary title reports for the Property Interests. Navy shall share with the Transacting Conservation Entity all title information at the time it is received or obtained.

b. The Navy and the Transacting Conservation Entity shall each be responsible for acquiring its own Title Insurance at its own expense. If either the Navy's or the Transacting Conservation Entity's reviewing attorneys' title examination reveals any exception to the Property Interests being acquired that is objectionable and that Party is not willing to waive such defect in title, the Transacting Conservation Entity will notify the landowner of such title defects. Upon notification, the landowner will have forty-five (45) calendar days to cure, or to cause to be cured, the title defects. If the landowner cannot cure or cause to be cured any title defect(s) within forty-five (45) calendar days (or a longer period to which the Navy and the Transacting Conservation Entity agree), then either the Navy or the Transacting Conservation Entity may abandon the acquisition pursuant to this Agreement.

c. Upon Navy's payment of the acquisition cost, in accordance with this Agreement, an Easement or Property Interest shall be conveyed to the Navy and duly recorded.

Section 207 Phase One Reports and Property Assessments

a. The Transacting Conservation Entity may obtain a Phase I Environmental Site Assessment ("Phase I") for the Property Interest to be acquired during each Due Diligence Period. The Transacting Conservation Entity shall share the Phase I with the Navy and the Phase I shall be subject to the acceptance of both the Navy and the Transacting Conservation Entity, which acceptance may be withheld or provided at each Party's sole and absolute discretion. The Navy and the Transacting Conservation Entity shall prepare and approve a scope of work and a budget in advance of entering into a contract with the environmental professional who will complete the Phase I. The Navy will contribute 50% of the cost of any such Phase I agreed to in advance by the participating Parties.

b. If a preliminary title report describes any condition that may affect the intended acquisition of the Property interest, including but not necessarily limited to mineral rights assessments, the Navy and the Transacting Conservation Entity may agree to obtain assessments necessary to evaluate the acquisition of the relevant Property Interest during the Due Diligence Period. The Transacting Conservation Entity shall obtain and share any such assessment with the Navy and the assessment shall be subject to the acceptance of the Navy and the Transacting Conservation Entity, which acceptance may be withheld or provided at each Party's sole and absolute discretion. The Navy and the Transacting Conservation Entity shall prepare and approve a scope of work and a budget in advance of entering into a contract with the third party who will complete the assessment. The Navy will contribute 50% of the cost of any such assessment agreed to in advance by the participating Parties.

Section 208 Sharing of Due Diligence Materials

Prior to the end of the Due Diligence Period pursuant to this Agreement (or upon acquisition of the relevant documents if the documents are acquired after the end of the Due Diligence Period), the Navy and the Transacting Conservation Entity shall share with each other any, preliminary title reports, Phase I's, mineral interest assessments or surveys each may have with respect to whether to proceed with the applicable transaction.

END - ARTICLE II

ARTICLE III – FUNDING

Section 301 Funding Limitation

a. The Navy will obligate funds in the amount of approximately \$ \$4.650.000 (four million six hundred fifty thousand dollars) toward the cost of the Navy acquiring Easements or Property Interests within the Area of Interest upon signature of this Agreement. The Navy's funds shall be deposited in one or more escrow accounts to be managed by Navy's designated Escrow Agent. Funds shall be distributed to the Transacting Conservation Entity as required for each closing of the acquisition of an Easement or Property Interest in a property subject to this Agreement. Additional funding, if any, under this Agreement shall be accomplished by a written modification of this Agreement.

b. The Navy shall notify both Conservation Entities when additional funds are deposited in escrow and available for expenditure under this Agreement. Such funding by the Navy is subject to the availability of appropriated funds. The Navy is under no obligation to deposit additional funds in escrow.

Section 302 Limitation on the Availability of Navy Funds for Obligation

Other than the use of funds for acquiring Property Interests and allowable costs incurred by the Parties in performance of this Agreement, the Parties intend that the Navy shall have no other financial obligations under the terms of this Agreement. No relocation costs or other incidental expenses shall be due the landowner from Navy for any such payments to a third-party unless expressly agreed to by subsequent written agreement of the Parties.

Section 303 Prohibitions on Interest Payments by Federal Agency

The Navy shall not pay either Conservation Entity any interest incurred or foregone by the Conservation Entity as a result of its participation in land acquisition transactions.

END - ARTICLE III

ARTICLE IV - PAYMENT

Section 401 Payment by Navy

a. Navy will make available to the Transacting Conservation Entity the Navy's share of allowable costs and acquisition funds from escrow pursuant to this Agreement in a timely manner upon the Navy's Real Estate Contracting Officer ("RECO") authorization.

b. The funds provided by Navy are to be used solely by the Conservation Entities for the items of allowable costs incurred in the performance of this Agreement.

c. The Parties acknowledge that the properties subject to this Agreement, if acceptable to the Navy and the Transacting Conservation Entity, and successfully negotiated for acquisition by the Transacting Conservation Entity, cannot be acquired until the acquisition funds are received from the Navy and the Navy has authorized the expenditure of such funds.

d. The Transacting Conservation Entity through the Navy's designated local real estate representative, shall promptly deliver to the RECO, Naval Facilities Engineering Command Southwest, San Diego, California ("NAVFAC SW"), an accounting of funding and disbursements to be made under this Agreement for each Property Interest acquisition. The accounting shall be in the form of a closing statement or statements for each Property Interest acquisition for which Navy funds are to be expended. Appropriate payment documents, such as vouchers or closing statements, for allowable costs shall be submitted to Navy at least twenty one (21) calendar days prior to the closing scheduled for each Property Interest.

e. The Parties shall make records and accounts pertaining to this Agreement available for inspection by Federal auditors and other authorized Federal government officials as may be required by the RECO.

Section 402 Direct Federal Payment of Other Parties' Obligations

In no event, shall Navy make direct payment to any Conservation Entity's agent, contractor, employee, contractor employee, or vendor for any costs incurred by the Conservation Entity under this Agreement, except for such payments as may be made to or through the escrow company designated by the Navy.

END - ARTICLE IV

ARTICLE V - GENERAL PROVISIONS

Section 501 Term of Agreement

a. This Agreement will remain in effect until five years from the date of execution of this Agreement unless sooner terminated as provided herein, or unless renewed, amended or extended by mutual agreement of the Parties prior to the expiration of the term of this Agreement.

b. This Agreement may be terminated: (1) at any time by mutual agreement of the Parties, or: (2) by any Party with thirty (30) calendar days advance written notice to the other Parties.

Section 502 Modification

This Agreement may be modified only by a written instrument signed by the all Parties hereto.

Section 503 Sole Benefit

This Agreement is intended for the sole benefit of the Navy and the Conservation Entities and is not intended to create any other beneficiaries.

Section 504 Successors and Assigns

a. This Agreement may not be assigned by a Party without the express written consent of the other Parties. All covenants made under this Agreement shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

b. This Agreement may be modified from time to time to include additional parties. Such modification(s) shall conform with the requirements of 10 U.S.C. §2684a and shall require the express written consent of the original Parties. All covenants made under this Agreement by the Conservation Entities shall be binding on, and acknowledged by, any future party to this Agreement.

Section 505 Entire Agreement

This Agreement forms the entire agreement between the Parties as to scope and subject matter. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

Section 506 Severability

If any provision of this Agreement is judicially held invalid by a Court of competent jurisdiction, the remainder of this Agreement shall continue in force and effect to the extent not inconsistent with such holding.

Section 507 Waiver of Breach

If a Party waives enforcement of any provision of this Agreement upon any event of breach by another Party, the waiver shall not automatically extend to any additional or future occurrences of breach. The Parties' respective right to the future performance of any such provision(s) and their obligations in respect to such future performance shall continue in full force and effect.

Section 508 Administration

Except as otherwise provided for under this Agreement, the RECO of NAVFAC SW shall have complete charge of the administration of this Agreement on behalf of the Navy, including granting any consents, modifications, and/or approvals hereunder, and shall exercise full supervision and general direction thereof insofar as the interests of the Navy are affected.

Section 509 Notices

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the relevant Party at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated and such notice shall be effective upon date of receipt:

For the Navy

Commanding Officer
Naval Facilities Engineering Command Southwest
1220 Pacific Highway
San Diego, CA 92132-5190
Attn: Director, Real Estate Services

For TNC

The Nature Conservancy
California Regional Office
201 Mission St., 4th Floor
San Francisco, CA 94105
Attn: Legal Department

For TPL

The Trust for Public Land
101 Montgomery Street, Suite 1100
San Francisco, CA 94104
Attn: Legal Department

Section 510 Execution

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 511 Conflict of Interest

The Parties shall ensure that their employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 512 Access to and Retention of Records

a. Each Conservation Entity shall afford any authorized representative of the Navy, the Department of Defense, or the United States Comptroller General access to and the right to examine, audit, or reproduce all closing statements and escrow instructions relating to the acquisition of a Property Interest by the Conservation Entity. For each acquisition for which the Conservation Entity was the Transacting Conservation Entity, it shall retain all such records of each acquisition intact, in a legible, certified true form, if not original documents, until three (3) years after the date of each acquisition to which such records pertain.

b. The Parties shall make available records relating to appeals under Article VIII (Enforcement of Claims, Disputes Resolution, and Appeals) of this Agreement or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

Section 513 Change of Circumstances

Each Party shall promptly notify the other Parties of any change of circumstances, pending litigation, or any other event or condition that may adversely affect the Party's ability to carry out any of its obligations under this Agreement.

Section 514 Liability and Indemnity

Nothing in this Agreement shall be construed as an indemnification by one Party of another Party for liabilities of a Party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Agreement, or arising from any other action that may arise as a result of this Agreement. Any claims or any liabilities or claims for property loss or damage or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable Federal law. (Also see Section 601 of this Agreement.)

Section 515 Reports

In addition to any financial or other reports required by the terms of this Agreement, the Navy may require either Conservation Entity, and either Conservation Entity may require the Navy, to prepare reports or provide information relating to this Agreement. TNC, TPL or the Navy, as the case may be, agree to provide the reports within a reasonable time of request and in such reasonable detail as may be required by the requesting Party. A "reasonable time" for purposes of this Section 515 shall be a period not to exceed forty-five (45) days, unless a longer period of time is granted by the requesting Party in writing.

Section 516 Negotiations

Negotiations with the owners of all parcels will be conducted by the Transacting Conservation Entity, or its authorized representative, in a manner that will assure the most favorable price and terms are obtained for the participating Parties.

END - ARTICLE V

ARTICLE VI - REPRESENTATIONS AND CERTIFICATIONS

The Parties are required to insert the provisions of Article VI in all contracts issued under this Agreement which are funded with federal funds.

Section 601 Applicable Law

This Agreement is incidental to the implementation of a Federal program. Accordingly, this Agreement shall be governed by and construed according to applicable Federal law.

Section 602 Nondiscrimination

The Parties agree that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Parties' performance under this Agreement, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Parties agree to comply with the following:

a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DoD regulations (32 CFR Part 300) issued hereunder:

b. Executive Order 11246 and Department of Labor regulations issued hereunder (41 CFR Part 60):

c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DoD Regulations issued hereunder (32 CFR Part 56): and.

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued pursuant to the Age Discrimination Act. (See 45 CFR Part 90).

Section 603 Lobbying

a. The Parties agree that they will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference.

Section 604 Drug-Free Work Place

a. The Parties agree that they will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Parties covenant and agree to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 605 Equal Employment Opportunity

The Parties agree to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

END - ARTICLE VI

ARTICLE VII - LEGAL AUTHORITY

Section 701 Legal Authority

No Party is under any existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this Agreement. The Parties shall promptly notify each other of any legal impediment that arises during the term of this Agreement that may prevent or hinder its fulfillment of its obligations under this Agreement.

END - ARTICLE VII

ARTICLE VIII - ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION AND APPEALS

Section 801 Enforcement

The Parties may take such actions to enforce the terms of this Agreement as may be authorized by Federal law.

Section 802 Claims, Disputes Resolution and Appeals

a. Any claim against the Navy made by TNC or TPL arising out of this Agreement shall be presented in writing to the RECO. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.

b. Any claim by any Party shall be made within sixty (60) calendar days after the basis of the claim is known or should have been known, whichever is earlier. It is each Party's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the RECO shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within sixty (60) calendar days of the date of the receipt of a claim. The determination shall be final unless appealed by TNC or TPL pursuant to the provisions of this section.

d. Alternative Dispute Resolution (ADR).

1. Policy. It is Navy policy to try to resolve all issues concerning this Agreement at the RECO's level. RECOs are encouraged to use ADR procedures to the maximum extent practicable.

2. Procedures. If TNC or TPL decides to appeal a RECO's decision, the RECO shall encourage TNC or TPL to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the Parties determine to employ them.

e. Appeals.

1. Appeal Authority. The Navy shall designate an Appeal Authority at the time of receipt of appeal.

2. Right of Appeal. TNC or TPL has the right to appeal a RECO's decision to the Appeal Authority.

3. Appeal Procedures.

(a) Notice of appeal. TNC or TPL may appeal a decision of the RECO within ninety (90) calendar days of receiving that decision, by filing a written notice of appeal to the Appeal Authority and to the RECO.

(b) Appeal file. Within thirty (30) calendar days of receiving the notice of appeal, the RECO shall forward to the Appeal Authority and TNC or TPL the appeal file, which shall include copies of all documents relevant to the appeal.

(c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Appeal Authority deems appropriate.

(d) Nothing in this section is intended to limit TNC's, TPL's, or the Navy's right to any remedy under Federal law or in equity in an appropriate Federal forum.

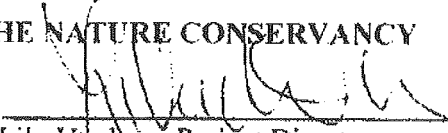
Executed this 25th day of July, 2012

FOR THE NAVY

BY: Karen P. Ringel
Karen P. Ringel, Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest

Executed this 17th day of July, 2012

FOR THE NATURE CONSERVANCY

BY: 

Lily Verdone, Project Director

Executed this 1 day of July, 2017

FOR THE TRUST FOR PUBLIC LAND

BY: Sam Hodder

Sam Hodder, California State Director

END - ARTICLE VIII

**ENCROACHMENT PROTECTION
AGREEMENT**

BETWEEN

**THE UNITED STATES OF AMERICA
DEPARTMENT OF NAVY**

AND

THE NATURE CONSERVANCY

AND

THE TRUST FOR PUBLIC LAND

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ARTICLE I - SCOPE, PURPOSE AND AUTHORITY

Section 101 General

a. This is a multiple-year Encroachment Protection Agreement (“Agreement”) between The United States of America, acting by and through The Department of the Navy (“Navy”), The Nature Conservancy (“TNC”), and The Trust for Public Land (“TPL”), hereinafter collectively referred to as the Parties, concerning the identification and purchase of long-term interests in multiple parcels of land in furtherance of the objectives of this Agreement. The Parties have entered into this Agreement to establish the terms and conditions applicable to the contribution of Federal and non-Federal funds for acquisition of long-term interests in parcels of land in the vicinity of, or ecologically related to, Naval Base Ventura County and its Area of Interest (“NBVC”) in California, in accordance with the provisions of Title 10 of the United States Code, §2684a.

b. This Agreement, including Attachment “A” (map) and “B” (Draft Restrictive Use Easement), includes the basic terms and conditions related to Navy’s contribution of funds for the above-stated purpose. Attachments “A” and “B” are attached hereto and made an integral part of this Agreement.

c. Title 10 of the United States Code, §2684a (hereinafter, “10 U.S.C. §2684a”) provides authority for the Navy to enter into agreements with eligible entities to share acquisition costs of real property in the vicinity of military installations for the purpose of preserving property that supports compatible land use in a manner that relieves or eliminates restrictions that inhibit military testing, operations or training, and/or limits development in the vicinity of military installations. As provided in 10 U.S.C. §2684a, the Navy intends to acquire Restrictive Use Easement(s) (“Easement”) (or other mutually acceptable appropriate realty interests) in substantially the same form as contained in Attachment “B” to ensure that the property concerned is not developed and is used in a manner appropriate for the purposes of that section.

d. TNC and TPL are private entities that have, as their stated principal organizational purposes or goals, the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal, and meet the requirements of a section 501(c) charitable organization. Under section 501(c)(3) of the Internal Revenue Code, an organization must be organized and operated exclusively for purposes set forth in section 501(c)(3), and none of its earnings may inure to any private shareholder or individual. TNC and TPL are hereinafter collectively referred to as “Conservation Entities,” and each individually as a “Conservation Entity.”

e. The Parties desire to acquire certain real property interests in multiple parcels of land (each a “Property Interest” or collectively “Property Interests”) within the vicinity of NBVC for purposes that are consistent with their land and natural resources conservation objectives, preservation goals and the prevention of incompatible land development. Each acquisition would be accomplished with a transaction involving one or more Conservation Entity(ies) and the Navy and parcels of land acceptable and appropriate to the Navy and the Conservation Entity(ies) engaged in the particular transaction (in each case, the “Transacting Conservation Entity”).

The Navy is willing to contribute Federal funds to assist in this acquisition initiative in accordance with 10 U.S.C. §2684a and applicable laws, regulations and guidance. It is anticipated that third parties, that are acceptable to the Parties, may provide to the Conservation Entities funds for the acquisitions described in this Agreement and acquire real property interests in the Properties identified in Attachment "A".

Section 102 Scope

The scope of this Agreement is to establish terms and conditions applicable to the contribution of funds to assist in the acquisition of Property Interests in various parcels of land as shown on Attachment "A" (each a "Property" or collectively the "Properties") in the vicinity of NBVC. Federal funds will be contributed in accordance with 10 U.S.C. §2684a and other applicable Federal laws, regulations and guidance. The contribution of Federal funds for acquisitions made pursuant to this Agreement is subject to the express written approval of the Secretary of Navy. The contribution of TNC and TPL funds for Property Interest acquisitions is in each case subject to the express written approval of TNC or TPL, in accordance with each organization's policies and procedures.

END - ARTICLE I

ARTICLE II - OBLIGATIONS OF THE PARTIES

Section 201 General

a. The Parties intend to collaborate to limit land development that is incompatible with the current and future mission of NBVC and its use, and to preserve ecological and open space values by acquiring Property Interests. This Agreement in no manner restricts the Parties from participating in similar activities with other public or private agencies, organizations, or individuals.

b. The Parties agree that it is mutually beneficial to develop procedures and criteria for acquisition of Easements or Property Interests, in conjunction with a viable program for acquisition of certain property rights which will serve the interests of the Parties by encouraging patterns of community growth in areas, and in a manner, that will not encroach upon the operations and mission of military uses of NBVC and will preserve ecological, and open space values.

c. Neither Conservation Entity will transfer to Navy, nor will Navy accept, responsibilities for land stewardship for any Property Interests acquired pursuant to this Agreement. However, as discussed in Section 203(i), the Parties may elect to discuss the sharing of costs and expenses for stewardship and/or monitoring of easements.

d. In accordance with the terms of the Easement or Property Interests of the Navy, either Conservation Entity shall have the right to transfer any Property Interest it acquires pursuant to this Agreement to the State or a political subdivision of the State, or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal. The transfer of any remaining Property Interests shall be subject to the Easement (or other mutually acceptable appropriate realty interests) in the property granted to the United States of America.

e. Neither Conservation Entity is in any manner an agent of the Federal Government. The Conservation Entities are each independent entities which may freely negotiate real estate actions and do so at their own risk. In transactions with the Navy, neither Conservation Entity shall incur any liability or responsibility for payment of any relocation or other benefits under the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970 (Public Law 91-646).

f. Any Party may elect to not consummate an acquisition contemplated under this Agreement if it determines at its sole discretion that there is a problem with the condition of title, hazardous materials or some other risk factor that renders an acquisition inconsistent with the Party's interests, mission or the law.

Section 202 Obligations of the Parties

a. The Conservation Entities will each work with the Navy and third parties to assist the Navy with its acquisition of Easements or Property Interests in accordance with the terms of this Agreement. In the event additional non-federal funds are available for the acquisition, and these funds require approval by the non-federal funder prior to any transfer of an interest in an acquired Property, the Transacting Conservation Entity will provide written approval from such non-federal funder of such transfer to Navy in form and substance satisfactory to Navy.

b. The Parties shall provide sufficient funds to pay their share of allowable costs incurred in performance of this Agreement according to the terms and conditions for payment under Article IV and pursuant to Section 202(a) above.

c. Except for provisions of this Agreement that provide for approvals or determinations by any Party in its sole discretion, whenever the terms of this Agreement provide for coordination and/or approval by any of the Parties, the Parties will not unreasonably withhold such coordination and/or approval. Any request for action by any of the Parties shall be considered and acted upon in a timely fashion.

d. Payment obligations of the Navy are subject to the availability of Federal funds for any given purchase. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341, or other applicable Federal law.

e. The obligations of the Conservation Entities are subject to each of the following conditions, and there shall be no obligation on the part of a Conservation Entity for a specific transaction until each of these conditions is met:

1. The Transacting Conservation Entity shall have authorized and approved, in its sole discretion, this Agreement and each of the proposed transactions the Transacting Conservation Entity may participate in under this Agreement;

2. The Transacting Conservation Entity and the Navy shall have identified and agreed in writing upon the acquisition of a specific Property Interest and the specific terms upon which the Navy will purchase the Easement or Property Interest;

3. All funds required for acquisition of a particular Property Interest shall be available;

4. The Transacting Conservation Entity shall have reviewed and approved, in the Transacting Conservation Entity's sole discretion, the environmental, hazardous materials, title and other conditions of each Property Interest to be acquired or conveyed under this Agreement, and;

5. The landowner under the relevant Purchase Agreement (as defined below) between the Transacting Conservation Entity and such landowner shall have performed his/her obligations and the Transacting Conservation Entity shall have acquired the relevant Property Interest from such landowner.

Section 203 Acquisition Process

a. The Navy shall examine Properties with each of the Conservation Entities and assign a selection priority to transactions that provide the greatest protection against encroachment for NBVC and protection of ecologically important areas. The primary focus will be lands within the Area of Interest of NBVC, as noted in Attachment "A".

b. Steps of Acquisition.

1. The Parties understand and agree that: (i) the Conservation Entities will each work as an independent entity in the acquisition of Property Interests and not as an agent or contractor of the Navy, and (ii) no Party has any financial or pecuniary liability to any other Party prior to receipt of necessary approvals and funding for the purchase and conveyance of the Property Interests described in this Agreement.

2. The Conservation Entities will separately endeavor to reach agreement on the terms and conditions of each purchase agreement or for the acquisition of certain Property Interests (in each case, a "Purchase Agreement"). Should one of the Conservation Entities decide to acquire a Property Interest, the Transacting Conservation Entity will separately conduct any and all negotiations with the landowner to develop and finalize the terms and conditions of the acquisition. If a Conservation Entity enters into a Purchase Agreement, or an arrangement by any other name to purchase a Property Interest, it shall provide copies of the fully executed Purchase Agreement (including terms of the purchase price) and any amendments to the Navy.

3. The relevant Transacting Conservation Entity shall ensure that each Purchase Agreement allows a period of at least 90 days for due diligence review that will allow for the completion of the transaction reviews by the Navy, preparation of deeds, easement(s) and/or any other conveyance documents, and the receipt of the Navy's written approval of the particular purchase by appropriate authority ("Due Diligence Period"). Upon the Transacting Conservation Entity's receipt of approval from its Board of Directors or other appropriate internal officer or body with the authority to approve the transaction, as applicable, the Navy and the Transacting Conservation Entity will proceed with the acquisition of the Easement or Property Interest. The Navy shall be the Grantee of an Easement or Property Interest when Navy funds are expended for such interest.

4. During the Due Diligence Period, the Transacting Conservation Entity and the Navy shall endeavor to reach agreement on the specific terms of the easement(s) and/or any other conveyance documents or related instruments the Navy and the Transacting Conservation Entity may need to acquire the applicable Property Interest and grant an Easement to the Navy. If the Navy and the Transacting Conservation Entity elect to proceed with an acquisition, then prior to the end of the Due Diligence Period, the Navy and the Transacting Conservation Entity shall execute a mutually acceptable conveyance agreement between the Navy and the Transacting Conservation Entity and proceed with the acquisition of the Property Interest and conveyance of an Easement or other Property Interest to the Navy.

5. The Parties acknowledge that a Conservation Entity may pursue (i) funding from a variety of sources, including foundations, landowners, individuals and corporations, or, (ii) State, local or Federal funding, as available. Subject to the prior written approval of the Navy, the precise terms of any particular Easement or other Property Interest may be modified to satisfy the requirements of any such third party funding sources.

c. Acquisition of a Property Interest pursuant to this Agreement may only be accomplished with the voluntary consent of the landowner to the transaction.

d. Title to Property Interests acquired must be in an acceptable form and quality to the Navy and the Transacting Conservation Entity. Title to an Easement or Property Interest acquired by the Navy shall comply with the current version of the "United States Department of Justice Title Standards" to be acceptable to the Navy.

e. As described below, with each transaction the Navy and the Transacting Conservation Entity shall provide each other such real estate due diligence documentation as is developed by or for the Navy or the Transacting Conservation Entity with respect to the Transacting Conservation Entity's acquisition of the Property Interest from landowner and the transfer of an Easement to the Navy, including: real property surveys (if applicable), environmental site assessment(s) (if applicable and as defined below), the fee simple appraisal (as defined below) title reports and copies of underlying exceptions.

f. The amount of the Navy's contribution toward an acquisition shall be as permitted under the provisions of 10 U.S.C. §2684a, as it may be amended from time to time, and the lesser of the following:

(1) Seventy-five percent (75%) of the fair market value of a Property Interest less than fee simple acquired by the Transacting Conservation Entity as determined in an Appraisal; or

(2) the amount equal to the fair market value of an Easement to be transferred to the Navy; or

(3) the actual purchase price described in a Purchase Agreement between the Transacting Conservation Entity and a landowner for the acquisition of a Property Interest from the landowner.

The Navy or the Transacting Conservation Entity may elect to not proceed with any particular acquisition if it concludes, at its sole and absolute discretion, that the contribution it would have to make would be inconsistent with its goals and objectives.

g. The Transacting Conservation Entity shall pay for the costs and expenses for document preparation, transfer and recording fees and other closing costs associated with a landowner's conveyance of a Property Interest to the Transacting Conservation Entity. The Navy shall pay for the costs and closing costs for document preparation, transfer and recording fees and other expenses associated with the Transacting Conservation Entity's conveyance of an Easement or Property Interest to the Navy. Costs or expenses borne by the Navy and the Transacting Conservation Entity not otherwise provided for in this Agreement will be borne by the Party incurring same and will not form the basis for claim, compensation, or reimbursement between the Navy and the Transacting Conservation Entity. The Navy shall neither pay nor reimburse any third party for city, town, or county property taxes and/or assessments.

h. The Parties agree that the Easement or Property Interest acquired by the Navy shall be appropriately conveyed so as to run with the land in perpetuity.

i. The Navy and a Transacting Conservation Entity may elect to discuss the potential to share costs and expenses for items such as title reports; environmental assessments, if required; stewardship costs, and/or monitoring of easement costs. Nothing in this agreement shall be construed to obligate the Navy, TNC, or TPL to share any of these costs as a result of this Agreement

j. The Parties agree to designate and contract for title and escrow services with one firm acceptable to both the Navy and the Conservation Entities.

k. Relocation assistance.

1. Pursuant to statutory authority, acquisition of any Property Interest under this Agreement must be with the voluntary consent of the landowner. The Navy is not required to provide relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1907 (42 U.S.C. Section 4601 et seq.) where (a) a landowner sells his

or her land voluntarily, or; (b) where such an acquisition is conducted by a non-governmental party without eminent domain powers using Federal funding assistance.

2. The Navy shall have no obligation to pay or reimburse any relocation assistance which may be required to be paid under state law.

1. Each of the Parties agrees to obtain approval from the other Parties before issuing press releases, advertisements or other statements to the public in connection with this Agreement.

Section 204 Real Estate Appraisals

a. The Transacting Conservation Entity may provide the Navy an appraisal for the relevant Property Interests during each Due Diligence Period (each an "Appraisal"). The Appraisal may include, as appropriate, the fair market value of the fee simple estate of the Property, unencumbered by the proposed restrictions, and the fair market value of the Property Interest and/or Easement to be acquired by the Navy and the Transacting Conservation Entity.

b. The Navy will contribute 50% of the cost of any such Appraisal agreed to by participating Parties in advance.

c. Navy has no obligation under this Agreement to perform any appraisals or to use the Transacting Conservation Entity's appraisal(s) but reserves the right to do so.

Section 205 Land Surveys

a. The Navy and the Transacting Conservation Entity shall have the right, but not the obligation, to obtain a real property survey of any or all of the Property Interests at its sole expense. The survey shall be completed within the applicable due diligence deadlines agreed upon by the Navy and the Transacting Conservation Entity. The survey will be completed in accordance with State of California land survey recordation requirements based on a scope of work satisfactory to both the Navy and the Transacting Conservation Entity. The survey shall be sufficient to enable the Title Insurer to delete all standard exceptions to coverage under the Title Policy with respect to surveys.

b. The survey shall determine the exact acreage and location of parcels and identify and locate all existing encroachments and rights-of-way affecting the parcels. The survey will show all parcels of land to be purchased, including the area(s) to be encumbered by the Easement or Property Interests. The survey shall have a corresponding legal description containing all metes and bounds reflected on the survey plat.

c. The Navy requires any such survey to be certified by the California Public Land Surveyor who conducts the survey.

Section 206 Preliminary Title Reports and Title Insurance

a. Navy will pay for and obtain preliminary title reports for the Property Interests. Navy shall share with the Transacting Conservation Entity all title information at the time it is received or obtained.

b. The Navy and the Transacting Conservation Entity shall each be responsible for acquiring its own Title Insurance at its own expense. If either the Navy's or the Transacting Conservation Entity's reviewing attorneys' title examination reveals any exception to the Property Interests being acquired that is objectionable and that Party is not willing to waive such defect in title, the Transacting Conservation Entity will notify the landowner of such title defects. Upon notification, the landowner will have forty-five (45) calendar days to cure, or to cause to be cured, the title defects. If the landowner cannot cure or cause to be cured any title defect(s) within forty-five (45) calendar days (or a longer period to which the Navy and the Transacting Conservation Entity agree), then either the Navy or the Transacting Conservation Entity may abandon the acquisition pursuant to this Agreement.

c. Upon Navy's payment of the acquisition cost, in accordance with this Agreement, an Easement or Property Interest shall be conveyed to the Navy and duly recorded.

Section 207 Phase One Reports and Property Assessments

a. The Transacting Conservation Entity may obtain a Phase I Environmental Site Assessment ("Phase I") for the Property Interest to be acquired during each Due Diligence Period. The Transacting Conservation Entity shall share the Phase I with the Navy and the Phase I shall be subject to the acceptance of both the Navy and the Transacting Conservation Entity, which acceptance may be withheld or provided at each Party's sole and absolute discretion. The Navy and the Transacting Conservation Entity shall prepare and approve a scope of work and a budget in advance of entering into a contract with the environmental professional who will complete the Phase I. The Navy will contribute 50% of the cost of any such Phase I agreed to in advance by the participating Parties.

b. If a preliminary title report describes any condition that may affect the intended acquisition of the Property interest, including but not necessarily limited to mineral rights assessments, the Navy and the Transacting Conservation Entity may agree to obtain assessments necessary to evaluate the acquisition of the relevant Property Interest during the Due Diligence Period. The Transacting Conservation Entity shall obtain and share any such assessment with the Navy and the assessment shall be subject to the acceptance of the Navy and the Transacting Conservation Entity, which acceptance may be withheld or provided at each Party's sole and absolute discretion. The Navy and the Transacting Conservation Entity shall prepare and approve a scope of work and a budget in advance of entering into a contract with the third party who will complete the assessment. The Navy will contribute 50% of the cost of any such assessment agreed to in advance by the participating Parties.

Section 208 Sharing of Due Diligence Materials

Prior to the end of the Due Diligence Period pursuant to this Agreement (or upon acquisition of the relevant documents if the documents are acquired after the end of the Due Diligence Period), the Navy and the Transacting Conservation Entity shall share with each other any, preliminary title reports, Phase I's, mineral interest assessments or surveys each may have with respect to whether to proceed with the applicable transaction.

END - ARTICLE II

ARTICLE III – FUNDING

Section 301 Funding Limitation

a. The Navy will obligate funds in the amount of approximately \$3,150,000 (three million one hundred fifty thousand dollars) toward the cost of the Navy acquiring Easements or Property Interests within the Area of Interest upon signature of this Agreement. The Navy's funds shall be deposited in one or more escrow accounts to be managed by Navy's designated Escrow Agent. Funds shall be distributed to the Transacting Conservation Entity as required for each closing of the acquisition of an Easement or Property Interest in a property subject to this Agreement. Additional funding, if any, under this Agreement shall be accomplished by a written modification of this Agreement.

b. The Navy shall notify both Conservation Entities when additional funds are deposited in escrow and available for expenditure under this Agreement. Such funding by the Navy is subject to the availability of appropriated funds. The Navy is under no obligation to deposit additional funds in escrow.

Section 302 Limitation on the Availability of Navy Funds for Obligation

Other than the use of funds for acquiring Property Interests and allowable costs incurred by the Parties in performance of this Agreement, the Parties intend that the Navy shall have no other financial obligations under the terms of this Agreement. No relocation costs or other incidental expenses shall be due the landowner from Navy for any such payments to a third-party unless expressly agreed to by subsequent written agreement of the Parties.

Section 303 Prohibitions on Interest Payments by Federal Agency

The Navy shall not pay either Conservation Entity any interest incurred or foregone by the Conservation Entity as a result of its participation in land acquisition transactions.

END - ARTICLE III

ARTICLE IV - PAYMENT

Section 401 Payment by Navy

a. Navy will make available to the Transacting Conservation Entity the Navy's share of allowable costs and acquisition funds from escrow pursuant to this Agreement in a timely manner upon the Navy's Real Estate Contracting Officer ("RECO") authorization.

b. The funds provided by Navy are to be used solely by the Conservation Entities for the items of allowable costs incurred in the performance of this Agreement.

c. The Parties acknowledge that the properties subject to this Agreement, if acceptable to the Navy and the Transacting Conservation Entity, and successfully negotiated for acquisition by the Transacting Conservation Entity, cannot be acquired until the acquisition funds are received from the Navy and the Navy has authorized the expenditure of such funds.

d. The Transacting Conservation Entity through the Navy's designated local real estate representative, shall promptly deliver to the RECO, Naval Facilities Engineering Command Southwest, San Diego, California ("NAVFAC SW"), an accounting of funding and disbursements to be made under this Agreement for each Property Interest acquisition. The accounting shall be in the form of a closing statement or statements for each Property Interest acquisition for which Navy funds are to be expended. Appropriate payment documents, such as vouchers or closing statements, for allowable costs shall be submitted to Navy at least twenty one (21) calendar days prior to the closing scheduled for each Property Interest.

e. The Parties shall make records and accounts pertaining to this Agreement available for inspection by Federal auditors and other authorized Federal government officials as may be required by the RECO.

Section 402 Direct Federal Payment of Other Parties' Obligations

In no event, shall Navy make direct payment to any Conservation Entity's agent, contractor, employee, contractor employee, or vendor for any costs incurred by the Conservation Entity under this Agreement, except for such payments as may be made to or through the escrow company designated by the Navy.

END - ARTICLE IV

ARTICLE V - GENERAL PROVISIONS

Section 501 Term of Agreement

a. This Agreement will remain in effect until five years from the date of execution of this Agreement unless sooner terminated as provided herein, or unless renewed, amended or extended by mutual agreement of the Parties prior to the expiration of the term of this Agreement.

b. This Agreement may be terminated: (1) at any time by mutual agreement of the Parties, or; (2) by any Party with thirty (30) calendar days advance written notice to the other Parties.

Section 502 Modification

This Agreement may be modified only by a written instrument signed by the all Parties hereto.

Section 503 Sole Benefit

This Agreement is intended for the sole benefit of the Navy and the Conservation Entities and is not intended to create any other beneficiaries.

Section 504 Successors and Assigns

a. This Agreement may not be assigned by a Party without the express written consent of the other Parties. All covenants made under this Agreement shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.

b. This Agreement may be modified from time to time to include additional parties. Such modification(s) shall conform with the requirements of 10 U.S.C. §2684a and shall require the express written consent of the original Parties. All covenants made under this Agreement by the Conservation Entities shall be binding on, and acknowledged by, any future party to this Agreement.

Section 505 Entire Agreement

This Agreement forms the entire agreement between the Parties as to scope and subject matter. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

Section 506 Severability

If any provision of this Agreement is judicially held invalid by a Court of competent jurisdiction, the remainder of this Agreement shall continue in force and effect to the extent not inconsistent with such holding.

Section 507 Waiver of Breach

If a Party waives enforcement of any provision of this Agreement upon any event of breach by another Party, the waiver shall not automatically extend to any additional or future occurrences of breach. The Parties' respective right to the future performance of any such provision(s) and their obligations in respect to such future performance shall continue in full force and effect.

Section 508 Administration

Except as otherwise provided for under this Agreement, the RECO of NAVFAC SW shall have complete charge of the administration of this Agreement on behalf of the Navy, including granting any consents, modifications, and/or approvals hereunder, and shall exercise full supervision and general direction thereof insofar as the interests of the Navy are affected.

Section 509 Notices

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, or by mail to the relevant Party at the address or facsimile transmission telephone number set forth below or at such other address as may be later designated and such notice shall be effective upon date of receipt:

For the Navy

Commanding Officer
Naval Facilities Engineering Command Southwest
1220 Pacific Highway
San Diego, CA 92132-5190
Attn: Director, Real Estate Services

For TNC

The Nature Conservancy
California Regional Office
201 Mission St., 4th Floor
San Francisco, CA 94105
Attn: Legal Department

For TPL

The Trust for Public Land
101 Montgomery Street, Suite 1100
San Francisco, CA 94104
Attn: Legal Department

Section 510 Execution

This Agreement may be executed in several counterparts, each of which shall be deemed an original.

Section 511 Conflict of Interest

The Parties shall ensure that their employees are prohibited from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

Section 512 Access to and Retention of Records

a. Each Conservation Entity shall afford any authorized representative of the Navy, the Department of Defense, or the United States Comptroller General access to and the right to examine, audit, or reproduce all closing statements and escrow instructions relating to the acquisition of a Property Interest by the Conservation Entity. For each acquisition for which the Conservation Entity was the Transacting Conservation Entity, it shall retain all such records of each acquisition intact, in a legible, certified true form, if not original documents, until three (3) years after the date of each acquisition to which such records pertain.

b. The Parties shall make available records relating to appeals under Article VIII (Enforcement of Claims, Disputes Resolution, and Appeals) of this Agreement or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

Section 513 Change of Circumstances

Each Party shall promptly notify the other Parties of any change of circumstances, pending litigation, or any other event or condition that may adversely affect the Party's ability to carry out any of its obligations under this Agreement.

Section 514 Liability and Indemnity

Nothing in this Agreement shall be construed as an indemnification by one Party of another Party for liabilities of a Party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Agreement, or arising from any other action that may arise as a result of this Agreement. Any claims or any liabilities or claims for property loss or damage or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable Federal law. (Also see Section 601 of this Agreement.)

Section 515 Reports

In addition to any financial or other reports required by the terms of this Agreement, the Navy may require either Conservation Entity, and either Conservation Entity may require the Navy, to prepare reports or provide information relating to this Agreement. TNC, TPL or the Navy, as the case may be, agree to provide the reports within a reasonable time of request and in such reasonable detail as may be required by the requesting Party. A "reasonable time" for purposes of this Section 515 shall be a period not to exceed forty-five (45) days, unless a longer period of time is granted by the requesting Party in writing.

Section 516 Negotiations

Negotiations with the owners of all parcels will be conducted by the Transacting Conservation Entity, or its authorized representative, in a manner that will assure the most favorable price and terms are obtained for the participating Parties.

END - ARTICLE V

ARTICLE VI - REPRESENTATIONS AND CERTIFICATIONS

The Parties are required to insert the provisions of Article VI in all contracts issued under this Agreement which are funded with federal funds.

Section 601 Applicable Law

This Agreement is incidental to the implementation of a Federal program. Accordingly, this Agreement shall be governed by and construed according to applicable Federal law.

Section 602 Nondiscrimination

The Parties agree that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Parties' performance under this Agreement, on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Parties agree to comply with the following:

- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DoD regulations (32 CFR Part 300) issued hereunder;
- b. Executive Order 11246 and Department of Labor regulations issued hereunder (41 CFR Part 60);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DoD Regulations issued hereunder (32 CFR Part 56); and,

d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued pursuant to the Age Discrimination Act. (See 45 CFR Part 90).

Section 603 Lobbying

a. The Parties agree that they will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (31 U.S.C. § 1352) is incorporated by reference.

Section 604 Drug-Free Work Place

a. The Parties agree that they will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. § 701 et seq.) and maintain a drug-free workplace.

b. The Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Parties covenant and agree to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

Section 605 Equal Employment Opportunity

The Parties agree to comply with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

END - ARTICLE VI

ARTICLE VII - LEGAL AUTHORITY

Section 701 Legal Authority

No Party is under any existing or foreseeable legal disability that would prevent or hinder it from fulfilling the terms and conditions of this Agreement. The Parties shall promptly notify each other of any legal impediment that arises during the term of this Agreement that may prevent or hinder its fulfillment of its obligations under this Agreement.

END - ARTICLE VII

ARTICLE VIII - ENFORCEMENT, CLAIMS, DISPUTES RESOLUTION AND APPEALS

Section 801 Enforcement

The Parties may take such actions to enforce the terms of this Agreement as may be authorized by Federal law.

Section 802 Claims, Disputes Resolution and Appeals

a. Any claim against the Navy made by TNC or TPL arising out of this Agreement shall be presented in writing to the RECO. The claim shall include: the amount of monetary relief claimed or the nature of other relief requested; the basis for relief; and, the documents or other evidence pertinent to the claim.

b. Any claim by any Party shall be made within sixty (60) calendar days after the basis of the claim is known or should have been known, whichever is earlier. It is each Party's duty to include in its claim all information needed to demonstrate its timeliness.

c. Upon receipt of a claim, the RECO shall provide a written decision denying or sustaining the claim, in whole or part, which decision shall include the reason for the action, within sixty (60) calendar days of the date of the receipt of a claim. The determination shall be final unless appealed by TNC or TPL pursuant to the provisions of this section.

d. Alternative Dispute Resolution (ADR).

1. Policy. It is Navy policy to try to resolve all issues concerning this Agreement at the RECO's level. RECOs are encouraged to use ADR procedures to the maximum extent practicable.

2. Procedures. If TNC or TPL decides to appeal a RECO's decision, the RECO shall encourage TNC or TPL to enter into ADR procedures. The ADR procedures to be used shall be agreed to at the time the Parties determine to employ them.

e. Appeals.

1. Appeal Authority. The Navy shall designate an Appeal Authority at the time of receipt of appeal.

2. Right of Appeal. TNC or TPL has the right to appeal a RECO's decision to the Appeal Authority.

3. Appeal Procedures.

(a) Notice of appeal. TNC or TPL may appeal a decision of the RECO within ninety (90) calendar days of receiving that decision, by filing a written notice of appeal to the Appeal Authority and to the RECO.

(b) Appeal file. Within thirty (30) calendar days of receiving the notice of appeal, the RECO shall forward to the Appeal Authority and TNC or TPL the appeal file, which shall include copies of all documents relevant to the appeal.

(c) Decision. Any fact-finding or hearing shall be conducted using procedures that the Appeal Authority deems appropriate.

(d) Nothing in this section is intended to limit TNC's, TPL's, or the Navy's right to any remedy under Federal law or in equity in an appropriate Federal forum.

Executed this 30 day of September, 2011

FOR THE NAVY

BY: Karen P. Ringel
Karen P. Ringel, Real Estate Contracting Officer
Naval Facilities Engineering Command Southwest

Executed this 17 day of September, 2011

FOR THE NATURE CONSERVANCY

BY: 

Lily Verdone, Project Director

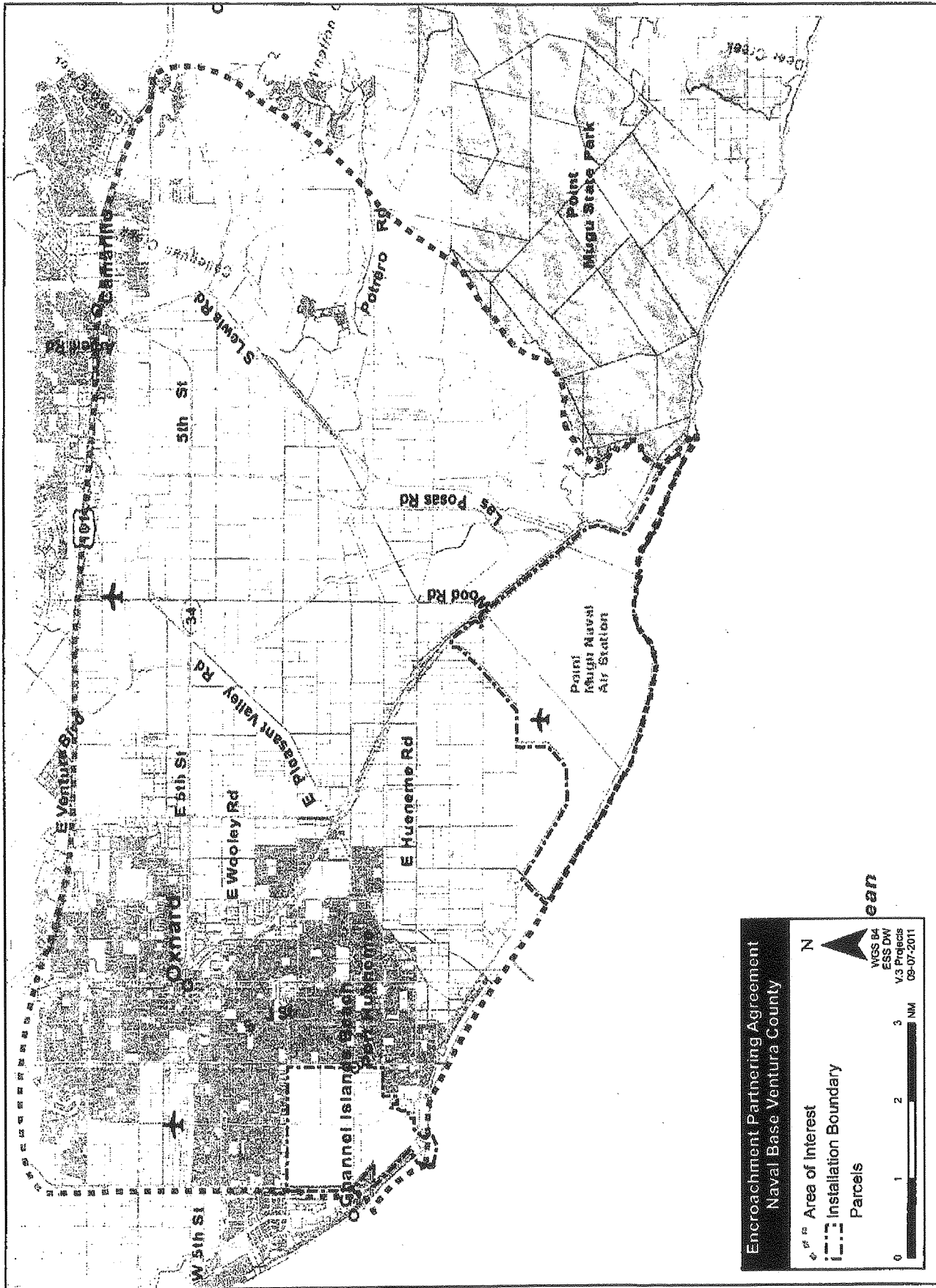
Executed this 17 day of September, 2011

FOR THE TRUST FOR PUBLIC LAND

BY: Sam Hodder

Sam Hodder, California State Director

END - ARTICLE VIII



Attachment A

ATTACHMENT "B"

The Parties acknowledge that with the prior mutual agreement of the Parties, the following form may be modified on a transaction specific basis to comply with the requirements of third party funding sources and to account for activities not contemplated in this form (for example, agricultural uses or existing structures) that may not conflict with the operations of the Installation and the Conservation Values.

Recording requested by and when recorded mail to:

United States of America
 Commanding Officer
 Naval Facilities Engineering Command SW
 1220 Pacific Highway, Real Estate Division
 San Diego, CA 92132-5190

Exempt from Recording Fee
 (Government Code § 6103)
 Exempt from Documentary
 Transfer Tax (Rev. & Taxation
 Code § 11922)

GRANT OF RESTRICTIVE USE EASEMENT

THIS GRANT OF EASEMENT ("Restrictive Use Easement"), made this ____ day of _____, 20__ by and between [INSERT NAME OF CONSERVATION ENTITY], having an address at _____, hereinafter referred to as "**Grantor**" and the United States of America, acting by and through the Department of the Navy, NAVFAC Southwest, Naval Facilities Engineering Command, hereinafter referred to as the "**Grantee**", in accordance with the terms and conditions set forth herein. The nature or purpose of the Restrictive Use Easement and the extent of the restrictions on the Property (as defined below) are as described in the following provisions:

WITNESSETH:

WHEREAS, the Grantee, and the Grantor have cooperated and provided financial and other resources for the purpose of acquiring an interest in certain real property in County, CA., more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "**Property**"); and

WHEREAS, the Grantee operates the Naval Base Ventura County (NBVC) on and that overlies land adjacent to or in the vicinity of the Property; and

WHEREAS, Grantee and Grantor have entered into an agreement pursuant to 10 U.S.C. Section 2684a to acquire property interests that would prevent uses incompatible with the mission of the Naval Base Ventura County, California

("Installation") and otherwise meets the mutual objectives of the Grantee, and Grantor; and

WHEREAS, the Grantee, pursuant to its agreement with Grantor is to be conveyed a Restrictive Use Easement that limits development or use of the Property to uses or activities which are compatible with the mission of the Installation; and

WHEREAS, it is recognized that the Property has important ecological resources with significant conservation values, which include, but are not limited to, wildlife and plant resources, as well as scenic and open space values ("Conservation Values"); and

WHEREAS, the protection of the Conservation Values on this Property is consistent with and advantageous to the mission of the Installation; and

WHEREAS, Grantee has requested a Restrictive Use Easement in order to limit development or use of property in the vicinity of the Installation that would otherwise be incompatible with its mission.

NOW THEREFORE, in consideration of the sum of \$_____ and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby grants and conveys to the Grantee a Restrictive Use Easement in perpetuity over the Property described in Exhibit "A", of the nature and character and to the extent set forth herein.

1. Purpose. It is the purpose of this Restrictive Use Easement to restrict the improvement, development, and use of the Property that would otherwise be incompatible with the mission of the Installation.
2. Rights of Grantee. To accomplish the purpose of this Restrictive Use Easement, the following rights are conveyed to by this Restrictive Use Easement:
 - a. Enforcement of Prohibitions. To prohibit any development or use of the Property as specified below.
 - b. Right of Entry. To enter upon the Property at reasonable times and places for the purpose of exercising and enforcing the rights set forth herein or at any time upon an event of non-compliance with the terms of this Restrictive Use Easement; the Grantee will provide at least ten (10) days notice of such entry to Grantor, except when there is a threat of imminent harm of personal injury or property damage. Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property in monitoring Grantor's compliance.
3. Restricted Uses and Development Rights. The following activities and uses are expressly prohibited:

a. Human Habitation. The Property may not be used for human habitation, including but not limited to temporary accommodations such as cabins, trailers, RVs, tents, etc. Constructing or placing any temporary or permanent structure, facility or improvement that detracts from the wild character of the land; that may encourage human use that is more than transient; that may encourage people to leave trash behind, requiring maintenance or that may invite nuisance animals or insects; including but not limited to picnic tables, trash cans, tent platforms;

b. Lighting. All lighting equipment, including floodlights and searchlights, and all protective lighting, such as streetlights, shall have positive optical control so that no direct light is emitted above the horizontal plane of the light fixture.

c. Construction. New construction of any structure or edifice, including but not limited to buildings, antennas, towers, power or telephone wires and any other additions to, or alterations of the Property are prohibited except for those improvements or alterations reasonably related to the allowed uses of the Property (including the rebuilding of structures after loss or damage by casualty) defined within paragraphs 3 or 4 herein. Grantor shall provide Grantee written notice of its intention to undertake any construction, together with information on its size, function, capacity and location, not less than ninety days (90) prior to the commencement thereto in accordance with paragraph 5 below.

d. Subdivision. The division, subdivision or de facto subdivision of the Property is prohibited; provided, however, that the sale of mitigation credits, the sale of subdivided portions of the Property as compensatory mitigation or a lease of a portion of the Property for an authorized use under this Restrictive Use Easement, are allowed if such actions do not adversely affect, limit, or restrict any rights or interests of the United States of America under this Restrictive Easement. All authorized uses of the Property shall not result in significant soil degradation or significant pollution or degradation of any surface or subsurface waters; and all uses and activities shall be consistent with applicable laws and shall be exercised so as to prevent or minimize damage to the natural resources on the Property.

e. Discharge; Dumping. Placing, filling, spraying, storing, injecting or dumping on or applying to the Property trash, vehicle bodies or parts, junk, waste, bio-solids, sludge, other debris or any other unsightly or offensive material, or the installation of above-ground or underground storage tanks.

4. Reserved Rights. Grantor reserves to itself, its successors and assigns, all rights accruing from the ownership of the Property that are not expressly prohibited herein and to the extent such rights are consistent with the purpose and terms of this Restrictive Use Easement, including, but not limited to:

a. Right to Transfer. Subject to paragraph 3(d), transfer the Property to the State or a political subdivision of the State, or a private entity that has as its stated principal organizational purpose or goal the conservation, restoration, or preservation of land and natural resources, or a similar purpose or goal.

b. Conservation Activities. Uses of the Property for wildlife habitat preservation, restoration, management; education, controlling predatory and problem animals by the use of selective control techniques and research that are consistent with the military training mission and primary functions of the installation in accomplishing its mission. The natural condition existing on the Property as of the date of this Restrictive Use Easement is deemed consistent with the military training mission and primary functions of the installation in accomplishing its mission.

c. Recreation. Passive Recreation and Silviculture.

i. "Passive recreation" means public recreational activities including, but not limited to, hiking, horseback riding, bicycle riding and bird watching that require minimal or no improvements to the Property. However, construction of new trails and staging areas, including related amenities, such as restrooms, and rehabilitation of existing trails and roads is permitted on the Property.

ii. "Silviculture" means all exploitation of the Property's natural forest or timber resources, including but not limited to timber harvesting (to include thinning and clearcutting of marketable timber), firewood cutting, mechanical and chemical site preparation, reforestation, harvesting of brushy growth to use for decorative purposes and all other activities associated therewith provided such uses are not inconsistent with the restrictions contained in this paragraph.

d. Forest Management. Managing and harvesting of all forests on the Property consistent with California State Forestry Department Guidelines, as they may be amended from time to time.

e. Fire Prevention. Thinning flammable vegetation on the Property as directed by the local fire agency that serves the Property.

f. Fences. Construction of fencing reasonably necessary for the permitted uses hereunder.

g. Signs. Erection and maintenance of a sign or other appropriate marker in a prominent location on the Property, at a location agreeable to Grantee and Grantor, visible from a public road, providing information indicating the Property is owned by Grantor. Grantor shall determine the wording of the sign or marker. Grantor shall be responsible for the costs of erecting and maintaining any such sign or marker.

h. Mitigation. Operation of a mitigation or conservation bank and the sale of conservation or mitigation credits, over all or a portion of the Property, to parties who desire to compensate for the environmental impacts of their activities or who wish to fund land conservation efforts, or the sale of all or portions of the Property as compensatory mitigation by means other than the operation of a conservation or mitigation bank.

i. Retention Ponds. In the event Grantor is required by State or local law to establish retention or detention ponds or impoundments to ameliorate storm water runoff on or affecting the Property, Grantor shall create such storm water impoundments on the Property so as not to be enhanced for the attraction of waterfowl. However, should the impoundments or other improvements made attract such a concentration of birds to the extent that they cause a training or an operational hazard, the Grantor, upon the request of the Grantee, shall remove the improvements to the extent required to ameliorate the training or operational hazard created. Such removal work shall be at the sole cost of the Grantor.

5. Notification Provisions.

a. Notice of Intent to Undertake New Uses and Construction.

Whenever Grantor plans to undertake a new use or perform new construction on the Property, including any new improvement authorized in 3.c above. Grantor will notify Grantee in writing by certified mail not less than ninety days (90) prior to the date that Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit the Grantor and Grantee to make an informed judgment as to its consistency with the purpose of this Restrictive Use Easement.

b. Grantee's Approval. Within ninety (90) days of receipt of the request, the Grantee will grant or withhold its approval in writing. The Grantee's approval may be withheld only upon a reasonable determination by the Grantee that the action proposed would be inconsistent with the restrictions on the use of the Property included herein. If approval or disapproval is not communicated in writing to Grantor and/or Owner within such 90 day period, approval is deemed granted.

6. Enforcement and Remedies. Grantee is authorized to record or file any notices or instruments appropriate to assure the perpetual enforceability of this Restrictive Use Easement. The current and subsequent owners of the Property agree to provide and execute any instruments appropriate or necessary to enforcing this Restrictive Use Easement. In the event of breach by Grantor of any terms, conditions, or obligations created by this Restrictive Use Easement, the Grantor shall be afforded ninety (90) days from the receipt of Grantee's notice of non-compliance to cure the subject breach, except where irreparable harm may result from any delay in curing a breach. The Grantee may grant a reasonable extension of time to complete the cure if it is determined by the Grantee to be

necessary. In the event that the non-compliance is not cured within the ninety (90) day time frame, or extension of time if granted by the Grantee, the Grantee may:

- a. take necessary actions to correct the non-compliance and upon request by Grantee. Grantor shall reimburse Grantee for its reasonable costs incurred to correct the non-compliance; and/or,
 - b. institute mediation or other alternative dispute resolution strategy that is agreed to by the parties; or
 - c. institute suit to enjoin any breach or enforce any term by injunction.
- The Grantee's remedies shall be cumulative and shall be in addition to any other rights and remedies available to the Grantee at law or equity. Enforcement of the terms of this Restrictive Use Easement shall be at the discretion of the Grantee. No failure on the part of the Grantee to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of the Grantee to enforce the same in the event of a subsequent breach or default.

7. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership and maintenance of the Property, except as such costs or liabilities shall have resulted from the acts of Grantee or Grantee's agents or contractors.

8. Noise and Other Effects of Air Operations. Except as provided below, Grantor does hereby waive, remise, and release any right or cause of action which Grantor or their successors and assigns, may have due to such noise, noise vibrations, fumes, dust, fuel particles and all other effects that may be caused by military training exercises on the Installation or operation of aircraft from or for purposes of the Installation. Furthermore, this waiver is with respect to operation of aircraft by or for purposes of the Installation. If the Installation is closed, and the base is converted to private, non-military use, this waiver shall terminate. As used herein, the term "aircraft" shall mean any and all types of aircraft, to include, but is not limited to, jet aircraft, propeller driven aircraft, civil aircraft, military aircraft, commercial aircraft, helicopters and all types of aircraft or vehicles now in existence or hereafter developed, regardless of existing or future noise levels, for the purpose of military training, and/or transporting persons or property through the air by whomsoever owned or operated. Notwithstanding anything in the foregoing to the contrary, Grantor does not waive, remise or release Grantee from any right or cause of action which Grantor or their successors and assigns, may have due to or arising from the negligence or willful misconduct of Grantee, any violation of Federal law, any violation of Federal regulations, or any release or threatened release of hazardous materials.

9. Acts Beyond Grantor's Control. Notwithstanding anything herein to the contrary, the terms of this Restrictive Use Easement are not intended and shall not be deemed to obligate Grantor to prevent or stop, or restore, correct or

otherwise remediate or incur costs arising from any injury or damage caused by third parties (excluding third parties who are agents or contractors acting for or under control of the Grantor and within the scope of their engagement with Grantor) using the Property in a manner prohibited by the terms of this Restrictive Use Easement, or any other acts or events beyond Grantor's control. However, if Grantee discovers and provides Grantor with notice of any third party use or activity on the Property that is prohibited by the terms of this Restrictive Use Easement, Grantor shall use reasonable efforts to stop or prevent any such use of the Property; provided that in no event shall the foregoing require Grantor to pursue litigation, or undertake policing activities on the Property.

10. Subsequent Transfers. Grantor agrees to incorporate the terms of this Restrictive Use Easement in any deed or other legal instrument by which it divests itself of any interest in the Property, including a leasehold interest. Grantor further agrees to give written notice to the Grantee of the transfer at least 60 days prior to the date of transfer.

11. Severability. If any provision of this Restrictive Use Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Restrictive Use Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

12. Restrictive Use Easement Runs with the Land. The covenants, terms, conditions, and restrictions of this Restrictive Use Easement shall run with the land in perpetuity and shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running with the Property.

13. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the conveyance of a Restrictive Use Easement in the Property, and supersedes all prior discussions, negotiations, understandings or agreements relating to this Restrictive Use Easement, all of which are merged herein.

14. Notices. Except as otherwise specified, any notice, approval or communication that either party is required to give in writing may be served personally or mailed to:

To GRANTOR: INSERT NAME ADDRESS
AND TELEPHONE NUMBER

To GRANTEE: Naval Facilities Engineering Command
Southwest 1220 Pacific Highway
San Diego, CA 92132-5190

or to such other address as either party may designate by written notice to the other.

IN WITNESS WHEREOF, Grantor has caused this instrument to be effective the day and year first written above.

FOR (GRANTOR)

Signed: _____

Print Name: _____

Title: _____

Date: _____

INSERT STANDARD NOTARY LANGUAGE

IN WITNESS WHEREOF, Grantee hereby accepts this Restrictive Use Easement.

ACCEPTED FOR NAVY:

KAREN P. RINGEL
Real Estate Contracting Officer

Date:

UNITED STATES OF AMERICA, Department of the Navy
Command: Naval Facilities Engineering Command, Southwest

NOTARY
State of California, County of _____

On _____ 2008, before me, _____ a Notary Public in
and for said County and State, personally appeared _____
personally known to me (or proved to me on the basis of satisfactory evidence) to
be the person(s) whose name (s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal.

Exhibit "A" to Restrictive Use Easement
Property Description
[Legal description to be attached]

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing

AGENDA ITEM NO.: 1

DATE: April 17, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in cursive script, appearing to read "S. Whitney".

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Establishment and Adjustment of Fees and Charges for City Clerk, Fire and Police Departments - Cost of Service Fees Adjustment. (5/10/5)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That City Council adopt a resolution establishing new fees and adjusting current fees for the City Clerk, Fire and Police Departments. These fee adjustments are the result of a Cost of Service Fee study.

BACKGROUND

In 2015, an organizational assessment was commissioned by the City Council in order to address a number of fiscal and management issues identified. The Organizational Assessment identified the need for review of fees for services.

Under State law, cities are entitled to recover the costs associated with providing certain services, as long as the amount of a fee does not exceed the reasonable estimated cost of providing the service. On June 28, 2016, City Council established financial management policies with the adoption of the budget. Subsection B of section III requires that the full cost of providing services for private benefit be recovered through user fees and charges and that staff conduct annual reviews of activities supported by such fees or charges to determine if existing fees and charges provide full cost recovery.

Establishment and Adjustment of Fees and Charges - Cost of Service Fees Adjustment (5/10/5)

April 17, 2018

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Determining the cost of providing services is a complex task. To assist us, in 2016, we hired Revenue & Cost Specialists, LLC., recognized experts in cost recovery studies. At that time, they met with all affected departments and developed schedules that identified the costs for services, including all labor, overhead and materials.

At this time, staff is recommending adjustment to fees for the City Clerk, Fire and Police Departments. The recommended fees represent the estimated cost of providing the service and are not Consumer Price Index (CPI) adjustments. Exhibit A of Attachment A lists new fees recommended for adoption and existing fees recommended for adjustment.

Once the remaining fees for areas such as; Public Works, Recreation, Planning, etc., have been reviewed and verified, staff will present the fees to City Council for discussion and approval.

DISCUSSION

The City Clerk's Office does not recover its cost for many of the services which it provides to the community. The previous adjustments to the current fees were made on June 25, 2002.

The Certified Unified Program Agency (CUPA) has the responsibility and authority to implement and enforce the requirements of the Health and Safety Code, Chapter 6.5 "Hazardous Waste Control Law", Chapter 6.7 "Underground Storage of Hazardous Substances", Chapter 6.67 "Aboveground Petroleum Storage Act", and Chapter 6.95 "Hazardous Materials Release Response Plan and Inventory". CUPA is a special revenue fund program requiring full cost recovery for services provided. Program costs are recovered through the establishment of fees for the purpose of meeting operating expenses.

Based on the study, it is recommended that the CUPA program adjust the current permit fees to achieve full cost recovery for the implementation of the CUPA program. The fees for CUPA were last increased on May 17, 2011.

The Police Department does not recover its cost for many of the services which it provides to the community. The previous adjustments to the current fees were made on June 25, 2002.

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 delivery model.

This agenda item supports the Organizational Effectiveness strategy. The purpose of the

Establishment and Adjustment of Fees and Charges - Cost of Service Fees Adjustment (5/10/5)

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

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

FINANCIAL IMPACT

The proposed fee adjustment may increase revenues by approximately \$641,000. These are estimates only. The actual revenue will depend upon the demand for services, which may be difficult to predict in some cases.

ATTACHMENTS:

Attachment A: Resolution Establishing and Adjusting Fees and Charges

Attachment B: Police Fee Detail Sheets

Attachment C: Police Cost Detail Sheets

Attachment D: Fire Fee Detail Sheets

Attachment E: Fire Cost Detail Sheets

Attachment F: City Clerk Fee Report

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OXNARD ESTABLISHING AND ADJUSTING FEES AND
CHARGES FOR VARIOUS CITY SERVICES AND PERMITS

WHEREAS, on June 28, 2016, the City Council adopted financial management policies ("the policies") to be followed in the development and implementation of the City budget; and

WHEREAS, subsection B of section III of the policies requires annual review of activities supported by user fees and charges to determine costs and effect adjustments sufficient to recover actual costs, including the impact of inflation; and

WHEREAS, such review has been performed to establish new fees and adjust current fees; and

WHEREAS, the new fees and adjustments to current fees included in this resolution will provide full cost recovery to the City Clerk, Fire and Police Departments providing these services; and

WHEREAS, the adoption of this resolution is exempt from the California Environmental Quality Act (CEQA) as the establishment of fees for the purpose of meeting operating expenses, including employee wage rate and fringe benefits; and

WHEREAS, notice was given of the proposed adoption of this resolution and a public hearing was held thereon, as required by law.

NOW, THEREFORE, the City Council of the City of Oxnard finds that the fees adopted by this resolution are for the purpose of meeting operating expenses, including employee wage rates and fringe benefits, as set out in the fee schedule provide in Exhibit A.

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

The fee schedule in Exhibit A is adopted.

PASSED AND ADOPTED this 17th day of April, 2018 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

EXHIBIT A

Effective April 18, 2018

Summary of Fee Adjustments

Type of Service Fee Basis	Current Fee	New Fee
City Clerk Department		
Document Copy Service (S-267)	\$1.25 for the first page plus \$0.10 per copy thereafter	\$1.25 for the first page plus \$0.25 per copy thereafter FPPC related documents - \$0.10 per page
Electronic File Copy (S-268)	\$10 per tape or disk	\$5 per device
Document Certification (S-269)	None	\$12 per document
Notary Public Service (S-270)	\$10 per signature	\$15 per signature This fee is set by the State
Candidate Processing (S-271)	None	\$25 per candidate This fee is limited by the State
Initiative Processing (S-272)	None	\$200 per initiative Fee is to be refunded to the filer if, within one year of the date of filing the notice of intent, the elections official certifies the sufficiency of the petition. This is the maximum allowed under State law (Elections Code section 9202 (b)). This fee is limited by the State.
Agenda Subscription Service (S-273)	Small Packet - \$42 Full Packet - \$425	This service is no longer provided.

Fire Department		
New Sprinkler System (S-144)	\$568 – 1st 5,000 sq.ft. (\$199.26-Plan Check plus \$369-Inspection; 580 units, \$329,440), plus \$49 – each additional 1,000 sq.ft. (\$17.28-Plan Check plus \$32-Inspection; 1 unit, \$49), plus \$189 – 1st Standpipe outlet (\$66.42-Plan Check plus \$123-Inspection; 12 units, \$2,268), plus \$63 each additional standpipe (\$22.14-Plan Check plus \$41-Inspection; 75 units, \$4,725) \$82 per hour – Reinspection Fee (Minimum 1 hour, 10x1.5 hours, \$1,230)	\$685 – 1st 5,000 sq.ft., plus \$185 for plan checking unique plan, plus \$70 – each additional 1,000 sq.ft. plus \$189 – 1st Standpipe outlet, plus \$105 – each additional standpipe Expedited Plan Check – 100% surcharge in addition to the above fees.
Existing Fire Sprinkler System-Alterations (S-145)	\$379 – 0 to 10 Heads (\$132.84-Plan Check plus \$246-Inspection; 73 units, \$27,667), plus \$5-each additional head (\$1.76-Plan Check plus \$3.25-Inspection; 720 units, \$3,600), plus \$189 – Each Standpipe Outlet (\$66.42-Plan Check plus \$123-Inspection; 1 unit, \$189) \$82 per hour – Reinspection Fee (Minimum 1 hour, 6x1.5 hrs, \$738)	\$655 – 0 to 10 Heads, plus \$8 – Each additional head, plus \$315 – Each Standpipe Outlet Expedited Plan Check – 100% surcharge in addition to the above fees.
Underground Water Line Plan Check (S-146)	None	\$215 per application Expedited Plan Check – 100% surcharge in addition to the above fees.
Fixed Extinguishing System – Basic (S-147)	\$253-includes rough and final inspections (\$88.56 – Plan Review & \$164-Initial Inspection; 18 units; \$4,554) \$82 per hour – Reinspection Fee (Minimum 1 hour; 12x1.5x\$82=\$1,476)	\$440 – Permit Expedited Plan Check – 100% surcharge in addition to the above fees.
Annual Kitchen Hood System Permit (S-148)	None	\$140 per permit
Ned Fix Ext. System – Spray Booth (S-149)	\$365 – Permit (\$127.98 Plan Check + \$237 Inspection; 4	\$575 – permit Expedited Plan Check – 100%

	units; \$1,460) \$82 per hour – Reinspection Fee (Minimum 1 hour; 2x1.5x\$82=\$246)	surcharge in addition to the above fees.
Existing Fixed Ext. System – Spray Booth (S-150)	\$253 – Permit (\$88.56 Plan Check + \$164 Inspection 2 units, \$506) \$82 per hour – Reinspection Fee (Minimum 1 hour 1x1.5x\$82=\$123)	\$475 – permit
Annual Spray Booth Permit (S-151)	None	\$140 per permit
New/Alt Fixed Ext. System Halon/CO2 (S-152)	\$253 – Basic System (\$88.56 plan check plus \$164 inspection; #3, \$759), plus \$25 – Each Detector (\$8.64 plan check plus \$16 inspection; #3, \$75), plus \$12 – Each Manual Pull Station (\$4.32 plan check plus \$8 inspection; #4, \$48), plus None – Each Annunciator Panel, plus \$12 – Each System Activated Device (\$4.32 plan check plus \$8 inspection; #6, \$72) \$82 per hour – Reinspection Fee (Min. 1 hr; 5x1.5x\$82=\$615)	\$440 – Basic System, plus \$40 – Each Detector, plus \$40 – Each Manual Pull Station, plus \$105 – Each Annunciator Panel, plus \$40 – Each System Activated Device Expedited Plan Check – 100% surcharge in addition to the above fees.
New Fire Alarm/Detection System (S-153)	\$253 – Basic System (\$88.56 plan check plus \$164 insp; #46, \$11,638), plus \$25 – Each Detector (\$8.64 plan check plus \$16 insp; \$100, \$2,500), plus \$25 – Each Manual Pull Station (\$8.64 plan check plus \$16 insp; #115, \$2,875), plus \$63 – Each Annunciator Panel (\$22.14 plan check plus \$41 insp; #64, \$4,032), plus \$12 – Each System Activated Device (\$4.32 plan check plus \$8 insp; #115, \$1,380) \$82 per hour – Reinspection Fee (Minimum 1 hour, #1, \$164)	\$440 – Basic System, plus \$40 – Each Detector, plus \$40 – Each Manual Pull Station, plus \$105 – Each Annunciator Panel, plus \$40 – Each System Activated Device Expedited Plan Check – 100% surcharge in addition to the above fees.
Alter Fire Alarm/Detection System (S-154)	\$253 – Basic System (\$88.56 plan check plus \$164 insp; #31,	\$420 – Basic System, plus \$40 – Each Detector, plus

	\$7,843), plus \$25 – Each Detector (\$8.64 plan check plus \$16 insp; #66, \$1,650), plus \$25 – Each Manual Pull Station (\$8.64 plan check plus \$16 insp; #76, \$1,900), plus \$63 – Each Annunciator Panel (\$22.14 plan check plus \$41 insp; #43, \$2,709), plus \$12 – Each System Activated Device (\$4.32 plan check plus \$8 insp; #76, \$912) \$82 per hour – Reinspection Fee (Minimum 1 hour, #1, \$164)	\$40 – Each Manual Pull Station, plus \$105 – Each Annunciator Panel, plus \$40 – Each System Activated Device Expedited Plan Check – 100% surcharge in addition to the above fees.
Fire Prev. DAC Review – Commercial (S-155)	\$884 per application	\$1,080 per application
Fire Prev. DAC Rev – Industrial (S-156)	\$799 per application	\$980 per application
Fire Prev. DAC Rev – Res <8 SF/4MF (S-157)	\$297 per application	\$365 per application
Fire Prev. DAC Rev – Res <8-49 SF/4MF (S-158)	\$892 per application	\$1,095 per application
Fire Prev. DAC Rev – 50+SF (S-159)	\$1,275 per application	\$1,560 per application
Fire Prevention EIR Review (S-160)	\$680 per project	\$835 per project
Fire Prevention – Temp Use Permit (S-161)	\$123 per permit	\$335 per permit
Fire Prevention False Alarm Review (S-162)	None	\$160 per review
Fire Code Permit (S-163)	\$123 per permit	\$230 per permit
Rack/Palletized Storage Plan Review (S-164)	\$168 per permit	\$260 per permit. Expedited Plan Check – 100% surcharge in addition to the above fees
Knox Box Review & Inspection (S-165)	\$143 per permit	\$370 per permit Expedited Plan Check – 100% surcharge in addition to the above fees
Click to Enter Fire Permit ((S-166)	None	\$135 per permit
Pyrotechnic Display Permit (S-167)	None	\$370 per permit
LIC Care Facility Pre-Inspection (S-168)	\$82/hour (unspecified fee)	\$160 per facility
Initial Fire Clearance Inspection (S-169)	\$123 – 7 to 25 residents \$164 – 26 or more residents \$82 – each additional inspection after 2 inspection	\$230 – 7 to 25 residents \$300 – 26 or more residents
Annual Insp – Licensed Care Facility (S-170)	\$820 – Capacity 7 to 25 (Unspecified fee) \$164 – Capacity 26 to 50 (Unspecified fee) \$205 – Capacity greater than 50 (Unspecified fee) \$82 – each additional inspection after 2 nd inspection	\$160 – Capacity 7 to 25 \$300 – Capacity 26 to 50 \$370 – Capacity greater than 50

	(Unspecified fee)	
Annual Insp. – State Mandated Res'l (S-171)	None	\$160 – 3 to 10 units \$230 – 11 to 25 units \$300 – 26 to 50 units \$440 – more than 50 units
Annual Insp – High Piled Storage (S-172)	\$82/hour	\$300 per permit
Annual Insp – High Rise (S-173)	\$82/hour (unspecified fee)	\$300 per facility plus fully allocated hourly rates for all personnel used for the inspection time
Priv. Sch. Annual Fire Clear Insp. (S-174)	None	\$160 – basic inspection
5-Year Fire Protection Report Rev. (S-175)	None	\$140 per report
Fire Prevention Filming Permit (S-176)	None	\$160 per permit
Candles/Open Flame In Assembly Area (S-177)	\$82/Hour (1 hour minimum)	\$125 per permit
OTC License Fire Inspection (S-178)	None	\$160 per license
New Business License Fire Inspect (S-179)	None	\$125 – up to 5k sq. ft. \$230 – 5k to 25k sq. ft. \$300 – 25K to 200K sq. ft. \$440 - >200K sq. ft.
Fire Other/Additional Inspect/Plan Rev (S-180)	\$82 hour-inspections for which no fee is specified \$164 hour-inspections after hour and holidays \$84 hour-plan reviews for which no fee is specified & additional plan reviews	\$160 hour-inspections for which no fee is specified \$300 hour-inspections after hour and holidays \$150 hour-plan reviews for which no fee is specified & additional plan reviews Fine for unpermitted work – actual fee plus 100% of the fee
Fire Prev, Consultation & Searches (S-181)	\$84/hour	\$150 for the 1 st hour and \$130 for each additional hour
CUPA Haz.Mat – Quantity Range #1 (S-182)	\$532 per permit	\$715 per permit
CUPA Haz.Mat – Quantity Range #2 (S-183)	\$887 per permit	\$1,225 per permit
CUPA Haz.Mat – Quantity Range #3 (S-184)	\$1,108 per permit	\$1,600 per permit
CUPA Haz.Mat – Quantity Range #4 (S-185)	\$1,463 per permit	\$2,175 per permit
CUPA Haz Waste – CESQG (S-186)	\$284 per permit	\$350 per permit
CUPA Haz Waste – CESQG-Silver Only (S-187)	\$217 per permit	\$235 per permit
CUPA Hazardous Waste – Range #1 (S-188)	\$355 per permit	\$235 per permit
CUPA Hazardous Waste – Range #2 (S-189)	\$443 per permit	\$465 per permit
CUPA Hazardous Waste – Range #3 (S-190)	\$621 per permit	\$930 per permit
CUPA – Underground Storage Tank (S-191)	\$310 per tank	\$700 for the 1 st tank \$155 for each additional tank at the same location
CUPA – Aboveground Storage Tank (S-192)	\$266 per site	\$465 – site with a total of 10K or less gallon in petroleum storage tanks \$930 – site with a total or more than 10K but equal to or less

		than 30K gallons in petroleum storage tanks \$1,245 – site with a total of more than 30K gallons in petroleum storage tanks
CALARP Facility Fee (S-193)	\$399 annually	\$1,910 annually
Tiered Permit-Cond.Auth/PMT By Rule (S-194)	\$975 – 1 st Unit \$222 – Each additional unit	\$1,085 – 1 st Unit \$545 – Each additional unit
Tiered Permit-Conditionally Exempt (S-195)	\$328 – 1 st Unit \$177 – Each additional unit	\$390 – 1 st Unit \$235 Each additional unit
CO2 Compressed Gas for Beverages (S-196)	\$291 per permit	\$310 per permit
New Underground Stor. Tank PC/Insp (S-197)	\$2,217 – 1 st tank \$266 – each additional tank	\$4,660 – 1 st Tank \$775 – Each additional tank at the same location
U/G Tank Modification/Repair Insp. (S-198)	\$1,064 – minimum for the first 8 hours plus \$133 for each additional hour	\$1,245 – minimum for the first 8 hours plus \$155 for each additional hour
Underground Storage Tank Closure Insp (S-199)	\$975 – 1 st tank \$266 – each additional tank	\$1,245 – 1 st tank \$620 – each additional tank at the same location
Aboveground Storage Tank Closure Insp (S-200)	None (Note: a permit is required by OMC Sec. 11-358 but a fee was never established).	\$310 – 1 st tank \$80 – each additional tank at the same location
CUPA – New Business Processing (S-201)	\$199 from January to April \$0 for May and June	\$Staff recommends deleting this fee and prorating the fees for all new businesses as the current process is too hard to administer without additional staff
CUPA Plans Review (S-202)	\$177 per hour	\$155 per hour
Special CUPA Inspection (S-203)	None	\$155 per hour
CUPA Emergency Response (S-204)	None	\$155 per hour (Note: This would need an enabling Ordinance to implement).
Hazmat Emergency/Complaint Response (S-205)	None	This service benefits the general taxpayer and should not be subsidized by the CUPA fee payer. When this service is performed by CUPA, it either reduces the level of service that CUPA customers expect or it reduces the fees that CUPA can charge. The City needs to create a program to reimburse CUPA for their services and the contracted hazardous waste contractors that CUPA should

		use to perform this service.
Cost Recovery - Fire (S-206)	\$2.39 per minute	\$20 plus \$3.77 per minute per engine company
Police Department		
Police Alarm System (S-117)	\$0 – 1 st & 2 nd Response in 12 months \$205 – 3 rd False Alarm/1 st Panic Alarm Response in 12 months \$230 – 4 th False Alarm/2 nd Panic Alarm Response in 12 months \$280 – 5+ False Alarm/3+Panic Alarm Response in 12 months \$25 – New Alarm – valid for 2 years, free to residents 60+ \$5 – Alarm Biannual Renewal – valid for 2 years, free to residents 60+ \$79 - Appeal	PERMIT HOLDER: \$40 – Annual Alarm Permit provides for one false alarm response during the term of the permit (includes \$5 for Alarm Contractors) \$145 – each additional 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
Vehicle Towing – Unlicensed Driver/Basic (S-118)	\$241 per vehicle	\$245 per vehicle
Vehicle Towing – DUI Arrest (S-119)	\$416 per vehicle	\$445 per vehicle
Vehicle Towing –Abandoned Vehicle Abate (S-120)	\$149 per vehicle	\$185 per vehicle
DUI Cost Recovery – Police (S-121)	\$2.32 per minute	\$2.56 per minute up to a maximum of \$12,000 by State law
Alcohol Sales Compliance (S-122)	\$259/year	\$265/year
Clearance Letter (S-123)	\$21 per letter	\$35 per letter
Confirmation of Arrest (S-124)	\$35 per request	\$35 per request
Background Check (S-125)	None (Note: Other cities charge for this service but Oxnard has never charged.)	\$20 per check
Live Scan Service (S-126)	\$19 per scan	\$25 per scan plus any State or Federal fees
Police Development Review – DAC (S-127)	None	\$400 per application
Police Development Review – Alcohol (S-128)	None	\$2,070 per application
Permit to Seal Concealable Weapon (S-129)	\$65 per application plus DOJ fee	\$125 per application plus DOJ fee Duplicate - \$11
Pawn Broker/Second Hand Dealer Permit (S-130)	Second Hand Dealer - \$50 per application (good for 2 years) Pawn Broker – None	Second Hand Dealer: New - \$50 per application plus DOJ fee (good for 2 years) Renewal - \$30 per application

	(Note: Pawn Broker Permits are the same process as Second Hand Dealers but have never been charged. Staff should determine if there is a reason or if this is an oversight.)	(good for 2 years) Pawn Broker: (needs to be adopted) New - \$50 per application plus DOJ fee Renewal - \$30 per application
Police Photographs (S-135)	\$19 per disk	\$22 per disk
Police Report Copy (S-136)	\$21 per report	\$1.25 for the first page plus \$0.25 per page thereafter for reports covered by the Public Records Act \$22 per report for reports not covered by the Public Records Act
Animal Impoundment (S-137)	Licensed Dog or Cat - \$25 per each impoundment Unlicensed Dog or Cat - \$35 for first impoundment plus \$30 for each additional impoundment	Licensed Dog or Cat - \$30 Unlicensed Dog or Cat - \$50
Animal Quarantine (S-138)	Home - \$20 Shelter - \$30 plus daily board and fees 6 month Home - \$20 6 month Shelter - \$30 plus daily board and fees	Home - \$40 Shelter - \$50 plus daily board and fees 6 month Home - \$120 6 month Shelter - \$155 plus daily board and fees
Animal Euthanasia/Disposal (S-139)	Licensed Dog or Cat - \$7.50 Unlicensed Dog or Cat - \$30	Dog or Cat - \$60
Dead Animal Pick-up/Disposal (S-140)	Unlicensed animal - \$25	Dog/Cat - \$30 Fowl/Rodent/Bird/Other Small Pet - \$10
Animal Nuisance Hearing (S-141)	None	\$50 per hearing
Pet Shop/Kennel/Circus Animal Insp. (S-142)	None	New Pet Shop/Kennel - \$65 per inspection Annual Pet Shop/Kennel - \$65 per inspection Circus/Commercial Animal Exhibit - \$90 per inspection
Animal Control Services (S-143)	License fees: Spayed/Neutered - \$20 Non-Spayed/Neutered - \$50 Late Penalty – 100% of license fee Animal Relinquishment - \$1.50	License fees: Spayed/Neutered - \$20 Non-Spayed/Neutered - \$80 Late Penalty – 100% of license fee Animal Relinquishment - \$60

CITY OF OXNARD
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SERVICE POLICE ALARM SYSTEM		REFERENCE NO. S-117	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE RESPONSE	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE Licensing of alarm systems and responding to false alarms from those systems.			
CURRENT FEE STRUCTURE \$0 - 1st & 2nd Response in 12 months \$205 - 3rd False Alarm/1st Panic Alarm Response in 12 months \$230 - 4th False Alarm/2nd Panic Alarm Response in 12 months \$280 - 5+ False Alarm/3+ Panic Alarm Response in 12 months \$25 - New Alarm - valid for 2 years, free to residents 60+ \$5 - Alarm Biannual Renewal - valid for 2 years, free to residents 60+ \$79 - Appeal			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$33.50	TOTAL REVENUE:	\$90,447
UNIT COST:	\$120.84	TOTAL COST:	\$326,257
UNIT PROFIT (SUBSIDY):	\$(87.34)	TOTAL PROFIT (SUBSIDY):	\$(235,810)
TOTAL UNITS:	2,700	PCT. COST RECOVERY:	27.72%
SUGGESTED FEE FOR COST RECOVERY OF: 100% 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			

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SERVICE VEHICLE TOWING - UNLIC DRIVER/BASIC		REFERENCE NO. S-118	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE VEHICLE	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE To process the release of an impounded vehicle.			
CURRENT FEE STRUCTURE \$241 per vehicle			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$241.00		TOTAL REVENUE: \$289,200	
UNIT COST: \$243.96		TOTAL COST: \$292,752	
UNIT PROFIT (SUBSIDY): <u>\$(2.96)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(3,552)</u>	
TOTAL UNITS: 1,200		PCT. COST RECOVERY: 98.79%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$245 per vehicle			

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SERVICE VEHICLE TOWING - DUI ARREST		REFERENCE NO. S-119	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE VEHICLE	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE To process the release of a vehicle when it was impounded due to a DUI arrest.			
CURRENT FEE STRUCTURE \$416 per vehicle			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$416.00	TOTAL REVENUE:	\$124,800
UNIT COST:	\$446.73	TOTAL COST:	\$134,019
UNIT PROFIT (SUBSIDY):	\$(30.73)	TOTAL PROFIT (SUBSIDY):	\$(9,219)
TOTAL UNITS:	300	PCT. COST RECOVERY:	93.12%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$445 per vehicle			

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SERVICE VEHICLE TOWING -ABANDON'D VEH.ABATE		REFERENCE NO. S-120	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE VEHICLE	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE To tow a vehicle in the public right-of-way that has been unmoved for 72 hours after it was Red Tagged by the Department.			
CURRENT FEE STRUCTURE \$149 per vehicle			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$149.00		TOTAL REVENUE: \$149	
UNIT COST: \$187.00		TOTAL COST: \$187	
UNIT PROFIT (SUBSIDY): <u>\$(38.00)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(38)</u>	
TOTAL UNITS: 1		PCT. COST RECOVERY: 79.68%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$185 per vehicle			

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SERVICE DUI COST RECOVERY - POLICE		REFERENCE NO. S-121	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE MINUTE	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE Emergency response to a DUI-caused accident.			
CURRENT FEE STRUCTURE \$2.32 per minute			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$0.00	TOTAL COST:	\$0
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	194	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2.56 per minute up to a maximum of \$12,000 by State law			

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SERVICE ALCOHOL SALES COMPLIANCE		REFERENCE NO. S-122	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE SELLER	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Review of businesses which sell alcohol to insure that alcohol is not sold or served to underage individuals.			
CURRENT FEE STRUCTURE \$259/year			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$259.00	TOTAL REVENUE:	\$62,160
UNIT COST:	\$264.84	TOTAL COST:	\$63,562
UNIT PROFIT (SUBSIDY):	\$(5.84)	TOTAL PROFIT (SUBSIDY):	\$(1,402)
TOTAL UNITS:	240	PCT. COST RECOVERY:	97.79%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$265/Year			

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SERVICE CLEARANCE LETTER		REFERENCE NO. S-123	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE LETTER	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE To prepare a letter upon request indicating whether the requesting individual has a local Police record.			
CURRENT FEE STRUCTURE \$21 per letter			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$21.00	TOTAL REVENUE:	\$6,300
UNIT COST:	\$32.64	TOTAL COST:	\$9,792
UNIT PROFIT (SUBSIDY):	\$(11.64)	TOTAL PROFIT (SUBSIDY):	\$(3,492)
TOTAL UNITS:	300	PCT. COST RECOVERY:	64.34%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$35 per letter			

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SERVICE CONFIRMATION OF ARREST		REFERENCE NO. S-124	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE REQUEST	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE To provide public information on an arrest.			
CURRENT FEE STRUCTURE \$35 per request			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$35.00	TOTAL REVENUE:	\$350
UNIT COST:	\$32.60	TOTAL COST:	\$326
UNIT PROFIT (SUBSIDY):	\$2.40	TOTAL PROFIT (SUBSIDY):	\$24
TOTAL UNITS:	10	PCT. COST RECOVERY:	107.36%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$35 per request			

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SERVICE BACKGROUND CHECK		REFERENCE NO. S-125	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE CHECK	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform a background check on someone at the request of another governmental agency.			
CURRENT FEE STRUCTURE None (Note: Other cities charge for this service but Oxnard has never charged.)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$21.54	TOTAL COST:	\$15,078
UNIT PROFIT (SUBSIDY):	\$(21.54)	TOTAL PROFIT (SUBSIDY):	\$(15,078)
TOTAL UNITS:	700	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$20 per check			

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SERVICE LIVE SCAN SERVICE		REFERENCE NO. S-126	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE SCAN	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE To make fingerprints for internal City employment and City Permits using the State Live Scan ID System.			
CURRENT FEE STRUCTURE \$19 per scan			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$19.00	TOTAL REVENUE:	\$20,425
UNIT COST:	\$24.75	TOTAL COST:	\$26,606
UNIT PROFIT (SUBSIDY):	\$(5.75)	TOTAL PROFIT (SUBSIDY):	\$(6,181)
TOTAL UNITS:	1,075	PCT. COST RECOVERY:	76.77%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$25 per scan plus any State or Federal fees			

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SERVICE POLICE DEVELOPMENT REVIEW - DAC		REFERENCE NO. S-127	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE To capture the cost of the Police Department reviewing development applications.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$0.00		TOTAL REVENUE: \$0	
UNIT COST: \$398.45		TOTAL COST: \$13,149	
UNIT PROFIT (SUBSIDY): <u>\$(398.45)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(13,149)</u>	
TOTAL UNITS: 33		PCT. COST RECOVERY: 0.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$400 per application			

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SERVICE POLICE DEVELOPMENT REVIEW - ALCOHOL		REFERENCE NO. S-128	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To review application for the sale or service of alcohol.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$0.00		TOTAL REVENUE: \$0	
UNIT COST: \$2,067.57		TOTAL COST: \$14,473	
UNIT PROFIT (SUBSIDY): \$(2,067.57)		TOTAL PROFIT (SUBSIDY): \$(14,473)	
TOTAL UNITS: 7		PCT. COST RECOVERY: 0.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,070 per application			

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SERVICE PAWN BROKER/SECOND HAND DEALER PRMT		REFERENCE NO. S-130	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Processing an application to operate a pawn shop or as a second hand dealer within the City.			
CURRENT FEE STRUCTURE Second Hand Dealer - \$50 per application (good for 2 years) Pawn Broker - None (Note: Pawn Broker Permits are the same process as Second Hand Dealers but have never been charged. Staff should determine if there is a reason or if this is an oversight.)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$14.58	TOTAL REVENUE:	\$350
UNIT COST:	\$31.50	TOTAL COST:	\$756
UNIT PROFIT (SUBSIDY):	\$(16.92)	TOTAL PROFIT (SUBSIDY):	\$(406)
TOTAL UNITS:	24	PCT. COST RECOVERY:	46.30%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Second Hand Dealer: New - \$50 per application plus DOJ fee (good for 2 years) Renewal - \$30 per application (good for 2 years) Pawn Broker: (needs to be adopted) New - \$50 per application plus DOJ fee Renewal - \$30 per application			

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SERVICE POLICE PHOTOGRAPHS		REFERENCE NO. S-135	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE DISK	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE To provide copies of Police crime photographs to attorneys. The process is to copy digital photos onto a disk and mail it to the customer.			
CURRENT FEE STRUCTURE \$19 per disk			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$19.00	TOTAL REVENUE:	\$2,375
UNIT COST:	\$21.55	TOTAL COST:	\$2,694
UNIT PROFIT (SUBSIDY):	\$(2.55)	TOTAL PROFIT (SUBSIDY):	\$(319)
TOTAL UNITS:	125	PCT. COST RECOVERY:	88.16%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$22 per disk			

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SERVICE POLICE REPORT COPY		REFERENCE NO. S-136	
PRIMARY DEPARTMENT POLICE	UNIT OF SERVICE REPORT	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE To make a copy of a Police report at the request of an insurance company or individual. The report can be purchased directly from the City or through Lexis-Nexis.			
CURRENT FEE STRUCTURE \$21 per report			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$21.00	TOTAL REVENUE:	\$94,500
UNIT COST:	\$21.54	TOTAL COST:	\$96,930
UNIT PROFIT (SUBSIDY):	\$(0.54)	TOTAL PROFIT (SUBSIDY):	\$(2,430)
TOTAL UNITS:	4,500	PCT. COST RECOVERY:	97.49%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1.25 for the first page plus \$0.25 per page thereafter for reports covered by the Public Records Act \$22 per report for reports not covered by the Public Records Act			

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SERVICE ANIMAL IMPOUNDMENT		REFERENCE NO. S-137	
PRIMARY DEPARTMENT ANIMAL CONTROL	UNIT OF SERVICE ANIMAL	SERVICE RECIPIENT Resident	
DESCRIPTION OF SERVICE Impoundment of stray animals.			
CURRENT FEE STRUCTURE Licensed Dog or Cat - \$25 per each impoundment Unlicensed Dog or Cat - \$35 for first impoundment plus \$30 for each additional impoundment.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$35.00	TOTAL REVENUE:	\$35
UNIT COST:	\$88.00	TOTAL COST:	\$88
UNIT PROFIT (SUBSIDY):	\$(53.00)	TOTAL PROFIT (SUBSIDY):	\$(53)
TOTAL UNITS:	1	PCT. COST RECOVERY:	39.77%
SUGGESTED FEE FOR COST RECOVERY OF: 45% Licensed Dog or Cat - \$30 Unlicensed Dog or Cat - \$50			

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SERVICE ANIMAL QUARANTINE		REFERENCE NO. S-138	
PRIMARY DEPARTMENT ANIMAL CONTROL	UNIT OF SERVICE QUARANTINE	SERVICE RECIPIENT Resident	
DESCRIPTION OF SERVICE Review of required animal quarantines after a bite.			
CURRENT FEE STRUCTURE Home - \$20 Shelter - \$30 plus daily board and fees 6 month Home - \$20 6 month Shelter - \$30 plus daily board and fees			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$21.03	TOTAL REVENUE:	\$6,350
UNIT COST:	\$95.25	TOTAL COST:	\$28,765
UNIT PROFIT (SUBSIDY):	\$(74.22)	TOTAL PROFIT (SUBSIDY):	\$(22,415)
TOTAL UNITS:	302	PCT. COST RECOVERY:	22.08%
SUGGESTED FEE FOR COST RECOVERY OF: 50% Home - \$40 Shelter - \$50 plus daily board and fees 6 month Home - \$120 6 month Shelter - \$155 plus daily board and fees			

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SERVICE ANIMAL EUTHANASIA/DISPOSAL		REFERENCE NO. S-139	
PRIMARY DEPARTMENT ANIMAL CONTROL	UNIT OF SERVICE ANIMAL	SERVICE RECIPIENT Resident	
DESCRIPTION OF SERVICE Euthanizing and disposing an animal on request.			
CURRENT FEE STRUCTURE Licensed Dog or Cat - \$7.50 Unlicensed Dog or Cat - \$30			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$30.00	TOTAL REVENUE:	\$30
UNIT COST:	\$132.00	TOTAL COST:	\$132
UNIT PROFIT (SUBSIDY):	\$(102.00)	TOTAL PROFIT (SUBSIDY):	\$(102)
TOTAL UNITS:	1	PCT. COST RECOVERY:	22.73%
SUGGESTED FEE FOR COST RECOVERY OF: 45% Dog or Cat - \$60			

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SERVICE DEAD ANIMAL PICK-UP/DISPOSAL		REFERENCE NO. S-140	
PRIMARY DEPARTMENT ANIMAL CONTROL	UNIT OF SERVICE ANIMAL	SERVICE RECIPIENT Resident	
DESCRIPTION OF SERVICE Pick up and disposal of a dead animal on request.			
CURRENT FEE STRUCTURE Unlicensed animal - \$25			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$25.00	TOTAL REVENUE:	\$3,750
UNIT COST:	\$88.10	TOTAL COST:	\$13,215
UNIT PROFIT (SUBSIDY):	\$(63.10)	TOTAL PROFIT (SUBSIDY):	\$(9,465)
TOTAL UNITS:	150	PCT. COST RECOVERY:	28.38%
SUGGESTED FEE FOR COST RECOVERY OF: 33% Dog/Cat - \$30 Fowl/Rodent/Bird/Other Small Pet - \$10			

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SERVICE ANIMAL NUISANCE HEARING		REFERENCE NO. S-141	
PRIMARY DEPARTMENT ANIMAL CONTROL	UNIT OF SERVICE HEARING	SERVICE RECIPIENT Resident	
DESCRIPTION OF SERVICE Conducting an animal nuisance hearing.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$329.00	TOTAL COST:	\$329
UNIT PROFIT (SUBSIDY):	\$(329.00)	TOTAL PROFIT (SUBSIDY):	\$(329)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 15% \$50 per hearing			

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**CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017**

SERVICE PET SHOP/KENNEL/CIRCUS ANIMAL INSP.		REFERENCE NO. S-142	
PRIMARY DEPARTMENT ANIMAL CONTROL	UNIT OF SERVICE INSPECTION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Inspections of animal care or exhibit facilities.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$69.83	TOTAL COST:	\$419
UNIT PROFIT (SUBSIDY):	\$(69.83)	TOTAL PROFIT (SUBSIDY):	\$(419)
TOTAL UNITS:	6	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% New Pet Shop/Kennel - \$65 per inspection Annual Pet Shop/Kennel - \$65 per inspection Circus/Commercial Animal Exhibit - \$90 per inspection			

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**CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017**

SERVICE ANIMAL CONTROL SERVICES		REFERENCE NO. S-143	
PRIMARY DEPARTMENT ANIMAL CONTROL	UNIT OF SERVICE N/A	SERVICE RECIPIENT Resident	
DESCRIPTION OF SERVICE Providing animal control and shelter services to the community.			
CURRENT FEE STRUCTURE License fees: Spayed/Neutered - \$20 Non-Spayed/Neutered - \$50 Late Penalty - 100% of license fee Animal Relinquishment - \$1.50			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$485,399.00	TOTAL REVENUE:	\$485,399
UNIT COST:	\$2,244,596.00	TOTAL COST:	\$2,244,596
UNIT PROFIT (SUBSIDY):	<u>\$(1,759,197.00)</u>	TOTAL PROFIT (SUBSIDY):	<u>\$(1,759,197)</u>
TOTAL UNITS:	1	PCT. COST RECOVERY:	21.63%
SUGGESTED FEE FOR COST RECOVERY OF: 25% License fees: Spayed/Neutered - \$20 Non-Spayed/Neutered - \$100 Late Penalty - License fee plus 100% of license fee Animal Relinquishment - \$60			

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**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE POLICE ALARM SYSTEM				REFERENCE NO. S-117		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 2,700		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
POLICE-CMTY PATROL	COMMUNITY SERVICE OFFICER		0.15	\$10.57	2,700	\$28,539
		TYPE SUBTOTAL	0.15	\$10.57		\$28,539
POLICE-CMTY PATROL	POLICE OFFICER II	2 @ 16.5 Min.Ea.	0.55	\$71.77	3,449	\$247,535
POLICE-EMERG.COMM.	PUBLIC SAFETY DISPATCHER		0.17	\$14.55	3,449	\$50,183
		TYPE SUBTOTAL	0.72	\$86.32		\$297,718
TOTALS			0.87	\$120.84		\$326,257

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE VEHICLE TOWING - UNLIC DRIVER/BASIC				REFERENCE NO. S-118		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1,200		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
POLICE-CMTY PATROL	POLICE OFFICER II		1.00	\$130.49	1,200	\$156,588
POLICE-CMTY PATROL	POLICE COMMANDER		0.13	\$28.33	1,200	\$33,996
POLICE-SUPP'T SVCS	POLICE RECORDS TECH II		0.75	\$48.95	1,200	\$58,740
POLICE-SUPP'T SVCS	POLICE WORD PROCESSOR II		0.33	\$25.06	1,200	\$30,072
POLICE-EMERG.COMM.	PUBLIC SAFETY DISPATCHER		0.13	\$11.13	1,200	\$13,356
TYPE SUBTOTAL			2.34	\$243.96		\$292,752
TOTALS			2.34	\$243.96		\$292,752

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE				REFERENCE NO.			
VEHICLE TOWING - DUI ARREST				S-119			
NOTE				TOTAL UNITS			
Unit Costs are an Average of Total Units				300			
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>	
POLICE-CMTY PATROL	COMMUNITY SERVICE OFFICER		1.00	\$70.34	300	\$21,102	
POLICE-CMTY PATROL	POLICE OFFICER II		1.50	\$195.73	300	\$58,719	
POLICE-CMTY PATROL	POLICE COMMANDER		0.13	\$28.33	300	\$8,499	
POLICE-SUPP'T SVCS	POLICE RECORDS TECH II		1.00	\$65.27	300	\$19,581	
POLICE-SUPP'T SVCS	POLICE WORD PROCESSOR II		1.00	\$75.93	300	\$22,779	
POLICE-EMERG.COMM.	PUBLIC SAFETY DISPATCHER		0.13	\$11.13	300	\$3,339	
TYPE SUBTOTAL			4.76	\$446.73		\$134,019	
TOTALS			4.76	\$446.73		\$134,019	

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CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE VEHICLE TOWING -ABANDON'D VEH.ABATE				REFERENCE NO. S-120		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
POLICE-CMTY PATROL	POLICE OFFICER II		1.06	\$138.32	1	\$138
POLICE-SUPP'T SVCS	POLICE RECORDS TECH II		0.75	\$48.95	1	\$49
TYPE SUBTOTAL			1.81	\$187.27		\$187
TOTALS			1.81	\$187.00		\$187

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CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017

SERVICE DUI COST RECOVERY - POLICE				REFERENCE NO. S-121		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 194		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
			0.00	\$0.00	0	\$0
		TYPE SUBTOTAL	0.00	\$0.00		\$0
		TOTALS	0.00	\$0.00		\$0

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CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017

SERVICE ALCOHOL SALES COMPLIANCE				REFERENCE NO. S-122		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 240		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
POLICE-CRIM.INVEST.	POLICE OFFICER III		1.75	\$264.84	240	\$63,562
		TYPE SUBTOTAL	1.75	\$264.84		\$63,562
		TOTALS	1.75	\$264.84		\$63,562

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CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE CLEARANCE LETTER				REFERENCE NO. S-123		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 300		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
POLICE-SUPP'T SVCS	POLICE RECORDS TECH II		0.50	\$32.64	300	\$9,792
		TYPE SUBTOTAL	0.50	\$32.64		\$9,792
		TOTALS	0.50	\$32.64		\$9,792

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**CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE CONFIRMATION OF ARREST				REFERENCE NO. S-124		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
POLICE-SUPP'T SVCS	POLICE RECORDS TECH II		0.50	\$32.64	10	\$326
		TYPE SUBTOTAL	0.50	\$32.64		\$326
		TOTALS	0.50	\$32.60		\$326

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE BACKGROUND CHECK				REFERENCE NO. S-125		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 700		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
POLICE-SUPP'T SVCS	POLICE RECORDS TECH II		0.33	\$21.54	700	\$15,078
		TYPE SUBTOTAL	0.33	\$21.54		\$15,078
		TOTALS	0.33	\$21.54		\$15,078

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**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE LIVE SCAN SERVICE				REFERENCE NO. S-126		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1,075		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
POLICE-SUPP'T SVCS	POLICE RECORDS TECH III		0.33	\$24.75	1,075	\$26,606
		TYPE SUBTOTAL	0.33	\$24.75		\$26,606
		TOTALS	0.33	\$24.75		\$26,606

CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE POLICE DEVELOPMENT REVIEW - DAC				REFERENCE NO. S-127		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 33		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
POLICE-SUPP'T SVCS	COMPLIANCE SPECIALIST - P		4.82	\$398.46	33	\$13,149
		TYPE SUBTOTAL	4.82	\$398.46		\$13,149
		TOTALS	4.82	\$398.45		\$13,149

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**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE POLICE DEVELOPMENT REVIEW - ALCOHOL				REFERENCE NO. S-128		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 7		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
POLICE-SUPP'T SVCS	COMPLIANCE SPECIALIST - P		25.00	\$2,067.50	7	\$14,473
		TYPE SUBTOTAL	25.00	\$2,067.50		\$14,473
		TOTALS	25.00	\$2,067.57		\$14,473

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**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE				REFERENCE NO.		
PAWN BROKER/SECOND HAND DEALER PRMT				S-130		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				24		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
CITY TREAS-LICENS.	CUSTOMER SERVICE REP II		0.17	\$12.88	1	\$13
POLICE-SUPP'T SVCS	POLICE RECORDS TECH II	New-Pawn Bkr	0.24	\$15.66	1	\$16
POLICE-SUPP'T SVCS	POLICE RECORDS TECH III	New-Pawn Bkr	0.25	\$18.75	1	\$19
		TYPE SUBTOTAL	0.66	\$47.29		\$47
CITY TREAS-LICENS.	CUSTOMER SERVICE REP II		0.17	\$12.88	23	\$296
POLICE-SUPP'T SVCS	POLICE RECORDS TECH II	Renew-Pawn Bkr	0.08	\$5.19	23	\$119
POLICE-SUPP'T SVCS	POLICE RECORDS TECH III	Renew-Pawn Bkr	0.17	\$12.75	23	\$293
		TYPE SUBTOTAL	0.42	\$30.82		\$709
TOTALS			1.08	\$31.50		\$756

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**CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE POLICE PHOTOGRAPHS				REFERENCE NO. S-135		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 125		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
POLICE-SUPP'T SVCS	PROP & EVIDENCE CUSTODIAN		0.25	\$21.55	125	\$2,694
		TYPE SUBTOTAL	0.25	\$21.55		\$2,694
		TOTALS	0.25	\$21.55		\$2,694

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**CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE POLICE REPORT COPY				REFERENCE NO. S-136		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 4,500		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
POLICE-SUPP'T SVCS	POLICE RECORDS TECH II		0.33	\$21.54	4,500	\$96,930
		TYPE SUBTOTAL	0.33	\$21.54		\$96,930
		TOTALS	0.33	\$21.54		\$96,930

CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017

SERVICE ANIMAL IMPOUNDMENT				REFERENCE NO. S-137		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ANIMAL CONTROL	ANIMAL SAFETY OFFICER		1.00	\$88.10	1	\$88
		TYPE SUBTOTAL	1.00	\$88.10		\$88
		TOTALS	1.00	\$88.00		\$88

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**CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE ANIMAL QUARANTINE				REFERENCE NO. S-138		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 302		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ANIMAL CONTROL	ANIMAL SAFETY OFFICER	Home	1.00	\$88.10	270	\$23,787
		TYPE SUBTOTAL	1.00	\$88.10		\$23,787
ANIMAL CONTROL	ANIMAL SAFETY OFFICER	Shelter	1.75	\$154.18	30	\$4,625
		TYPE SUBTOTAL	1.75	\$154.18		\$4,625
ANIMAL CONTROL	ANIMAL SAFETY OFFICER	Six Month Home	2.25	\$198.23	1	\$198
		TYPE SUBTOTAL	2.25	\$198.23		\$198
ANIMAL CONTROL	ANIMAL SAFETY OFFICER	Six Month Shelter	1.75	\$154.18	1	\$154
		TYPE SUBTOTAL	1.75	\$154.18		\$154
TOTALS			6.75	\$95.25		\$28,765

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE ANIMAL EUTHANASIA/DISPOSAL				REFERENCE NO. S-139		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ANIMAL CONTROL	ANIMAL SAFETY OFFICER		1.50	\$132.15	1	\$132
		TYPE SUBTOTAL	1.50	\$132.15		\$132
		TOTALS	1.50	\$132.00		\$132

CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE DEAD ANIMAL PICK-UP/DISPOSAL				REFERENCE NO. S-140		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 150		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ANIMAL CONTROL	ANIMAL SAFETY OFFICER		1.00	\$88.10	150	\$13,215
		TYPE SUBTOTAL	1.00	\$88.10		\$13,215
		TOTALS	1.00	\$88.10		\$13,215

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**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE ANIMAL NUISANCE HEARING				REFERENCE NO. S-141		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ANIMAL CONTROL	SR ANIMAL SAFETY OFFICER		3.50	\$329.32	1	\$329
		TYPE SUBTOTAL	3.50	\$329.32		\$329
		TOTALS	3.50	\$329.00		\$329

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE PET SHOP/KENNEL/CIRCUS ANIMAL INSP.				REFERENCE NO. S-142		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 6		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ANIMAL CONTROL	ANIMAL SAFETY OFFICER	Pet Shop/Kennel New	0.75	\$66.08	3	\$198
		TYPE SUBTOTAL	0.75	\$66.08		\$198
ANIMAL CONTROL	ANIMAL SAFETY OFFICER	Kennel/Pet Shop Anl	0.75	\$66.08	2	\$132
		TYPE SUBTOTAL	0.75	\$66.08		\$132
ANIMAL CONTROL	ANIMAL SAFETY OFFICER	Circus/Comm. Exhibit	1.00	\$88.10	1	\$88
		TYPE SUBTOTAL	1.00	\$88.10		\$88
TOTALS			2.50	\$69.83		\$419

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE				REFERENCE NO.		
ANIMAL CONTROL SERVICES				S-143		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
ANIMAL CONTROL	ANIMAL SAFETY OFFICER	Remainder Of 2	2,746.25	\$241,944.63	1	\$241,945
ANIMAL CONTROL	SR ANIMAL SAFETY OFFICER	100%	1,611.50	\$151,626.04	1	\$151,626
ANIMAL CONTROL	TEMPORARY EMPLOYEES	\$61,300	4,000.00	\$125,240.00	1	\$125,240
ANIMAL CONTROL	OVERTIME	\$32,009	2,000.00	\$60,840.00	1	\$60,840
ANIMAL CONTROL		Contract Svcs	0.00	\$9,945.00	1	\$9,945
ANIMAL CONTROL		Animal Shelter	0.00	\$1,630,000.00	1	\$1,630,000
MEASURE O - ANIMAL C		Contract Svcs	0.00	\$25,000.00	1	\$25,000
TYPE SUBTOTAL			10,357.75	\$2,244,595.67		\$2,244,596
TOTALS			10,357.75	\$2,244,596.00		\$2,244,596

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE NEW FIRE SPRINKLER SYSTEM		REFERENCE NO. S-144	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE To review plans and perform a field inspection of a new fire sprinkler system. Three inspections are included with the basic fee.			
CURRENT FEE STRUCTURE \$568 - 1st 5,000 sq.ft. (\$199.26-Plan Check plus \$369-Inspection; 580 units, \$329,440), plus \$49 - ea. add'l 1,000 sq.ft. (\$17.28-Plan Check plus \$32-Inspection; 1 unit, \$49), plus \$189 - 1st Standpipe outlet (\$66.42-Plan Check plus \$123-Inspection; 12 units, \$2,268), plus \$63 - ea. add'l standpipe (\$22.14-Plan Check plus \$41-Inspection; 75 units, \$4,725) \$82 per hour - Reinspection Fee (Minimum 1 hour, 10x1.5 hrs, \$1,230)			
REVENUE AND COST COMPARISON			
UNIT REVENUE: \$582.26		TOTAL REVENUE: \$337,712	
UNIT COST: \$753.24		TOTAL COST: \$436,880	
UNIT PROFIT (SUBSIDY): \$(170.98)		TOTAL PROFIT (SUBSIDY): \$(99,168)	
TOTAL UNITS: 580		PCT. COST RECOVERY: 77.30%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$630 - 1st 5,000 sq.ft., plus \$175 for plan checking unique plan, plus \$65 - ea. add'l 1,000 sq.ft., plus \$290 - 1st Standpipe outlet, plus \$955 - ea. add'l standpipe Expedited Plan Check - 100% surcharge in addition to the above fees			

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REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE EXIST'G FIRE SPRKLR SYS-ALTERATIONS		REFERENCE NO. S-145	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE To review plans and perform a field inspection of alterations to an existing fire sprinkler system. Two inspections are included with the basic fee.			
CURRENT FEE STRUCTURE \$379 - 0 to 10 Heads (\$132.84-Plan Check plus \$246-Inspection; 73 units, \$27,667), plus \$5 - Ea. add'l head (\$1.76-Plan Check plus \$3.25-Inspection; 720 units, \$3,600), plus \$189 - Each Standpipe Outlet (\$66.42-Plan Check plus \$123-Inspection; 1 unit, \$189) \$82 per hour - Reinspection Fee (Minimum 1 hour, 6x1.5hrs, \$738)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$441.01		TOTAL REVENUE: \$32,194	
UNIT COST: \$681.93		TOTAL COST: \$49,781	
UNIT PROFIT (SUBSIDY): \$(240.92)		TOTAL PROFIT (SUBSIDY): \$(17,587)	
TOTAL UNITS: 73		PCT. COST RECOVERY: 64.67%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$605 - 0 to 10 Heads, plus \$8 - Ea. add'l head, plus \$290 - Each Standpipe Outlet Expedited Plan Check - 100% surcharge in addition to the above fees			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE UNDERGROUND WATER LINE PLAN CHECK		REFERENCE NO. S-146	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE To review plans for a new or an alteration to existing underground water lines for hydrants or fire sprinkler systems.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$200.75	TOTAL COST:	\$803
UNIT PROFIT (SUBSIDY):	\$(200.75)	TOTAL PROFIT (SUBSIDY):	\$(803)
TOTAL UNITS:	4	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$200 per application Expedited Plan Check - 100% surcharge in addition to the above fees			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE FIXED EXTINGUISHING SYSTEM - BASIC		REFERENCE NO. S-147	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Business	
DESCRIPTION OF SERVICE To review plans and perform a field inspection of a new fire extinguishing system or the alteration of an existing system involving kitchen hoods and ducts (UL300).			
CURRENT FEE STRUCTURE \$253 - Includes rough and final inspections (\$88.56 - Plan Review & \$164-Initial Inspection; 18 units; \$4,554) \$82 per hour - Reinspection Fee (Minimum 1 hour; 12x1.5x\$82=\$1,476)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$335.00		TOTAL REVENUE: \$6,030	
UNIT COST: \$408.06		TOTAL COST: \$7,345	
UNIT PROFIT (SUBSIDY): \$(73.06)		TOTAL PROFIT (SUBSIDY): \$(1,315)	
TOTAL UNITS: 18		PCT. COST RECOVERY: 82.10%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$410 - Permit Expedited Plan Check - 100% surcharge in addition to the above fees			

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REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE ANNUAL KITCHEN HOOD SYSTEM PERMIT		REFERENCE NO. S-148	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Review and monitoring third party review of a kitchen hood and duct system annual inspection.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$128.93	TOTAL COST:	\$10,314
UNIT PROFIT (SUBSIDY):	\$(128.93)	TOTAL PROFIT (SUBSIDY):	\$(10,314)
TOTAL UNITS:	80	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$130 per permit			

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SERVICE NEW FIXED EXT. SYS - SPRAY BOOTH		REFERENCE NO. S-149	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To review plans and inspect a new fixed spray booth extinguishing system which includes sprinklers.			
CURRENT FEE STRUCTURE \$365 - Permit (\$127.98 Plan Check + \$237 Inspection; 4 units; \$1,460) \$82 per hour - Reinspection Fee (Minimum 1 hour; 2x1.5x\$82=\$246)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$426.50		TOTAL REVENUE: \$1,706	
UNIT COST: \$531.50		TOTAL COST: \$2,126	
UNIT PROFIT (SUBSIDY): \$(105.00)		TOTAL PROFIT (SUBSIDY): \$(420)	
TOTAL UNITS: 4		PCT. COST RECOVERY: 80.24%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$530 - Permit Expedited Plan Check - 100% surcharge in addition to the above fees			

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SERVICE EXIST FIXED EXT. SYS - SPRAY BOOTH		REFERENCE NO. S-150	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To review plans and inspect changes to an existing fixed spray booth extinguishing system.			
CURRENT FEE STRUCTURE \$253 - Permit (\$88.56 Plan Check + \$164 Inspection 2 units, \$506) \$82 per hour - Reinspection Fee (Minimum 1 hour, 1x1.5x\$82=\$123)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$314.50		TOTAL REVENUE: \$629	
UNIT COST: \$440.50		TOTAL COST: \$881	
UNIT PROFIT (SUBSIDY): \$(126.00)		TOTAL PROFIT (SUBSIDY): \$(252)	
TOTAL UNITS: 2		PCT. COST RECOVERY: 71.40%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$440 - Permit			

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SERVICE ANNUAL SPRAY BOOTH PERMIT		REFERENCE NO. S-151	
PRIMARY DEPARTMENT FIRE PREVENTION	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform an annual inspection of a spray booth.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$95.00	TOTAL COST:	\$475
UNIT PROFIT (SUBSIDY):	\$(95.00)	TOTAL PROFIT (SUBSIDY):	\$(475)
TOTAL UNITS:	5	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$95 per permit			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE NEW/ALT FIXED EXT. SYS - HALON/CO2		REFERENCE NO. S-152	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE To review the plans and inspect a new fixed extinguishing system or an alteration to an existing system that uses Halon or one of the other EPA approved alternative gases such as carbon dioxide.			
CURRENT FEE STRUCTURE \$253 - Basic System (\$88.56 plan check plus \$164 inspection; #3, \$759), plus \$25 - Each Detector (\$8.64 plan check plus \$16 inspection; #3, \$75), plus \$12 - Each Manual Pull Station (\$4.32 plan check plus \$8 inspection; #4, \$48), plus None - Each Annunciator Panel; plus \$12 - Each System Activated Device (\$4.32 plan check plus \$8 inspection; #6, \$72) \$82 per hour - Reinspection Fee (Min. 1 hr; 5x1.5x\$82=\$615)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$523.00		TOTAL REVENUE: \$1,569	
UNIT COST: \$674.33		TOTAL COST: \$2,023	
UNIT PROFIT (SUBSIDY): \$(151.33)		TOTAL PROFIT (SUBSIDY): \$(454)	
TOTAL UNITS: 3		PCT. COST RECOVERY: 77.56%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$410 - Basic System, plus \$40 - Each Detector, plus \$40 - Each Manual Pull Station, plus \$95 - Each Annunciator Panel, plus \$40 - Each System Activated Device Expedited Plan Check - 100% surcharge in addition to the above fees			

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SERVICE NEW FIRE ALARM/DETECTION SYSTEM		REFERENCE NO. S-153	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE To perform a plan check and inspection of a new fire alarm and detection system.			
CURRENT FEE STRUCTURE \$253 - Basic System (\$88.56 pln chk plus \$164 insp; #46, \$11,638), plus \$25 - Each Detector (\$8.64 pln chk plus \$16 insp; #100, \$2,500), plus \$25 - Each Manual Pull Station (\$8.64 pln chk plus \$16 insp; #115, \$2,875), plus \$63 - Each Annunciator Panel (\$22.14 pln chk plus \$41 insp; #64, \$4,032), plus \$12 - Each System Activated Device (\$4.32 pln chk plus \$8 insp; #115, \$1,380) \$82 per hour - Reinspection Fee (Minimum 1 hour, #1, \$164)			
REVENUE AND COST COMPARISON			
UNIT REVENUE: \$491.07		TOTAL REVENUE: \$22,589	
UNIT COST: \$823.09		TOTAL COST: \$37,862	
UNIT PROFIT (SUBSIDY): \$(332.02)		TOTAL PROFIT (SUBSIDY): \$(15,273)	
TOTAL UNITS: 46		PCT. COST RECOVERY: 59.66%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$410 - Basic System, plus \$40 - Each Detector, plus \$40 - Each Manual Pull Station, plus \$95 - Each Annunciator Panel, plus \$40 - Each System Activated Device Expedited Plan Check - 100% surcharge in addition to the above fees			

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REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE ALTER FIRE ALARM/DETECTION SYSTEM		REFERENCE NO. S-154	
PRIMARY DEPARTMENT FIRE PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE To perform a plan check and inspection of the modifications to an existing fire alarm and detection system.			
CURRENT FEE STRUCTURE \$253 - Basic System (\$88.56 pln chk plus \$164 insp; #31, \$7,843), plus \$25 - Each Detector (\$8.64 pln chk plus \$16 insp; #66, \$1,650), plus \$25 - Each Manual Pull Station (\$8.64 pln chk plus \$16 insp; #76, \$1,900), plus \$63 - Each Annunciator Panel (\$22.14 pln chk plus \$41 insp; #43, \$2,709), plus \$12 - Each System Activated Device (\$4.32 pln chk plus \$8 insp; #76, \$912) \$82 per hour - Reinspection Fee (Minimum 1 hour)(#1, \$164)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$489.61		TOTAL REVENUE: \$15,178	
UNIT COST: \$797.10		TOTAL COST: \$24,710	
UNIT PROFIT (SUBSIDY): \$(307.49)		TOTAL PROFIT (SUBSIDY): \$(9,532)	
TOTAL UNITS: 31		PCT. COST RECOVERY: 61.42%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$390 - Basic System, plus \$40 - Each Detector, plus \$40 - Each Manual Pull Station, plus \$95 - Each Annunciator Panel, plus \$40 - Each System Activated Device Expedited Plan Check - 100% surcharge in addition to the above fees			

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SERVICE FIRE PREV. DAC REV - COMMERCIAL		REFERENCE NO. S-155	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Business	
DESCRIPTION OF SERVICE To prepare for, and attend a Development Advisory Committee meeting to discuss a proposed commercial development.			
CURRENT FEE STRUCTURE \$884 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$884.00		TOTAL REVENUE: \$19,448	
UNIT COST: \$1,000.36		TOTAL COST: \$22,008	
UNIT PROFIT (SUBSIDY): \$(116.36)		TOTAL PROFIT (SUBSIDY): \$(2,560)	
TOTAL UNITS: 22		PCT. COST RECOVERY: 88.37%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,000 per application			

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SERVICE FIRE PREV. DAC REV - INDUSTRIAL		REFERENCE NO. S-156	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Business	
DESCRIPTION OF SERVICE To prepare for, and attend a Development Advisory Committee meeting to discuss a proposed industrial development.			
CURRENT FEE STRUCTURE \$799 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$799.00	TOTAL REVENUE:	\$799
UNIT COST:	\$904.00	TOTAL COST:	\$904
UNIT PROFIT (SUBSIDY):	\$(105.00)	TOTAL PROFIT (SUBSIDY):	\$(105)
TOTAL UNITS:	1	PCT. COST RECOVERY:	88.38%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$905 per application			

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SERVICE FIRE PREV. DAC REV - RES <8 SF/4 MF		REFERENCE NO. S-157	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer/Resident	
DESCRIPTION OF SERVICE To prepare for, and attend a Development Advisory Committee meeting to discuss a proposed residential development of less than eight single family dwellings or less than four multi-family dwellings.			
CURRENT FEE STRUCTURE \$297 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$297.00	TOTAL REVENUE:	\$9,207
UNIT COST:	\$336.68	TOTAL COST:	\$10,437
UNIT PROFIT (SUBSIDY):	\$(39.68)	TOTAL PROFIT (SUBSIDY):	\$(1,230)
TOTAL UNITS:	31	PCT. COST RECOVERY:	88.22%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$335 per application			

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SERVICE FIRE PREV. DAC REV - 8-49 SF/4+ MF		REFERENCE NO. S-158	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE To prepare for, and attend a Development Advisory Committee meeting to discuss a proposed residential development of eight to less than fifty single family dwellings, or four or more multi-family dwellings.			
CURRENT FEE STRUCTURE \$892 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$892.00	TOTAL REVENUE:	\$13,380
UNIT COST:	\$1,010.00	TOTAL COST:	\$15,150
UNIT PROFIT (SUBSIDY):	\$(118.00)	TOTAL PROFIT (SUBSIDY):	\$(1,770)
TOTAL UNITS:	15	PCT. COST RECOVERY:	88.32%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,010 per application			

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SERVICE FIRE PREV. DAC REV - 50+ SF		REFERENCE NO. S-159	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE To prepare for, and attend a Development Advisory Committee meeting to discuss a proposed residential development of fifty or more single family dwellings.			
CURRENT FEE STRUCTURE \$1,275 per application			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$1,275.00		TOTAL REVENUE: \$14,025	
UNIT COST: \$1,442.82		TOTAL COST: \$15,871	
UNIT PROFIT (SUBSIDY): <u>\$(167.82)</u>		TOTAL PROFIT (SUBSIDY): <u>\$(1,846)</u>	
TOTAL UNITS: 11		PCT. COST RECOVERY: 88.37%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,445 per application			

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SERVICE FIRE PREVENTION EIR REVIEW		REFERENCE NO. S-160	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE PROJECT	SERVICE RECIPIENT Developer	
DESCRIPTION OF SERVICE To review an environmental impact report for fire related issues.			
CURRENT FEE STRUCTURE \$680 per project			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$680.00	TOTAL REVENUE:	\$680
UNIT COST:	\$770.00	TOTAL COST:	\$770
UNIT PROFIT (SUBSIDY):	\$(90.00)	TOTAL PROFIT (SUBSIDY):	\$(90)
TOTAL UNITS:	1	PCT. COST RECOVERY:	88.31%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$770 per project			

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SERVICE FIRE PREVENTION - TEMP. USE PERMIT		REFERENCE NO. S-161	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Comm. Group/Business	
DESCRIPTION OF SERVICE To review plans for, and to inspect, a special event.			
CURRENT FEE STRUCTURE \$123 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$123.00	TOTAL REVENUE:	\$15,129
UNIT COST:	\$311.07	TOTAL COST:	\$38,262
UNIT PROFIT (SUBSIDY):	\$(188.07)	TOTAL PROFIT (SUBSIDY):	\$(23,133)
TOTAL UNITS:	123	PCT. COST RECOVERY:	39.54%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$310 per permit			

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SERVICE FIRE PREVENTION FALSE ALARM REVIEW		REFERENCE NO. S-162	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE REVIEW	SERVICE RECIPIENT Resident/Business	
DESCRIPTION OF SERVICE To review a fire alarm system to determine the cause of a false alarm and the corrective measures necessary to reduce future false alarms.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$149.00	TOTAL COST:	\$149
UNIT PROFIT (SUBSIDY):	\$(149.00)	TOTAL PROFIT (SUBSIDY):	\$(149)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$150 per review			

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SERVICE FIRE CODE PERMIT		REFERENCE NO. S-163	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To issue permits required under Article 4 of the California Fire Code such as burn permits, tents, assembly occupancies and lumber yards unless specifically covered elsewhere. To perform a field inspection when required.			
CURRENT FEE STRUCTURE \$123 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$123.00	TOTAL REVENUE:	\$8,487
UNIT COST:	\$180.22	TOTAL COST:	\$12,435
UNIT PROFIT (SUBSIDY):	\$(57.22)	TOTAL PROFIT (SUBSIDY):	\$(3,948)
TOTAL UNITS:	69	PCT. COST RECOVERY:	68.25%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$180 per permit			

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SERVICE RACK/PALLETIZED STORAGE PLAN REVIEW		REFERENCE NO. S-164	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To review plans for a rack or palletized storage area to insure that they meet the requirements of the California Fire Code.			
CURRENT FEE STRUCTURE \$168 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$168.00	TOTAL REVENUE:	\$2,016
UNIT COST:	\$241.00	TOTAL COST:	\$2,892
UNIT PROFIT (SUBSIDY):	\$(73.00)	TOTAL PROFIT (SUBSIDY):	\$(876)
TOTAL UNITS:	12	PCT. COST RECOVERY:	69.71%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$240 per permit Expedited Plan Check - 100% surcharge in addition to the above fees			

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SERVICE KNOX BOX REVIEW & INSPECTION		REFERENCE NO. S-165	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To review plans for and inspect a Knox Box rapid entry system to insure that it meets departmental requirements for access to the facility.			
CURRENT FEE STRUCTURE \$143 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$143.00	TOTAL REVENUE:	\$3,575
UNIT COST:	\$280.88	TOTAL COST:	\$7,022
UNIT PROFIT (SUBSIDY):	\$(137.88)	TOTAL PROFIT (SUBSIDY):	\$(3,447)
TOTAL UNITS:	25	PCT. COST RECOVERY:	50.91%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$280 per permit Expedited Plan Check - 100% surcharge in addition to the above fees			

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SERVICE CLICK TO ENTER FIRE PERMIT		REFERENCE NO. S-166	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To review plans and inspect a "click to enter" installation.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$107.80	TOTAL COST:	\$1,617
UNIT PROFIT (SUBSIDY):	\$(107.80)	TOTAL PROFIT (SUBSIDY):	\$(1,617)
TOTAL UNITS:	15	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$110 per permit			

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SERVICE PYROTECHNIC DISPLAY PERMIT		REFERENCE NO. S-167	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To inspect the setup for a pyrotechnic display.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$257.80	TOTAL COST:	\$2,578
UNIT PROFIT (SUBSIDY):	\$(257.80)	TOTAL PROFIT (SUBSIDY):	\$(2,578)
TOTAL UNITS:	10	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$260 per permit			

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SERVICE LIC CARE FACILITY PRE-INSPECTION		REFERENCE NO. S-168	
PRIMARY DEPARTMENT FIRE PREVENTION	UNIT OF SERVICE FACILITY	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform a pre-inspection of a licensed care facility.			
CURRENT FEE STRUCTURE \$82/Hr (unspecified fee)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$82.00	TOTAL REVENUE:	\$820
UNIT COST:	\$149.00	TOTAL COST:	\$1,490
UNIT PROFIT (SUBSIDY):	\$(67.00)	TOTAL PROFIT (SUBSIDY):	\$(670)
TOTAL UNITS:	10	PCT. COST RECOVERY:	55.03%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$150 per facility			

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SERVICE INITIAL FIRE CLEARANCE INSPECTION		REFERENCE NO. S-169	
PRIMARY DEPARTMENT FIRE PREVENTION	UNIT OF SERVICE FACILITY	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform an initial fire clearance inspection of a residential care facility.			
CURRENT FEE STRUCTURE \$123 - 7 to 25 residents \$164 - 26 or more residents \$82 - Each Additional Inspection after 2 Insp.			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$143.50		TOTAL REVENUE: \$1,435	
UNIT COST: \$186.40		TOTAL COST: \$1,864	
UNIT PROFIT (SUBSIDY): \$(42.90)		TOTAL PROFIT (SUBSIDY): \$(429)	
TOTAL UNITS: 10		PCT. COST RECOVERY: 76.98%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$165 - 7 to 25 residents \$210 - 26 or more residents			

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SERVICE ANNUAL INSP -LICENSED CARE FACILITY		REFERENCE NO. S-170	
PRIMARY DEPARTMENT FIRE PREVENTION	UNIT OF SERVICE FACILITY	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform an annual inspection of a licensed care facility.			
CURRENT FEE STRUCTURE \$82 - Capacity 7 to 25 (unspecified fee) \$164 - Capacity 25 to 50 (unspecified fee) \$205 - Capacity greater than 50 (unspecified fee) \$82 - Each Additional Inspection after the 2nd Insp. (unspecified fee)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$130.45		TOTAL REVENUE: \$1,435	
UNIT COST: \$171.36		TOTAL COST: \$1,885	
UNIT PROFIT (SUBSIDY): \$(40.91)		TOTAL PROFIT (SUBSIDY): \$(450)	
TOTAL UNITS: 11		PCT. COST RECOVERY: 76.13%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$115 - Capacity 7 to 25 \$210 - Capacity 25 to 50 \$260 - Capacity greater than 50			

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SERVICE ANNUAL INSP - STATE MANDATED RES'L		REFERENCE NO. S-171	
PRIMARY DEPARTMENT FIRE PREVENTION	UNIT OF SERVICE FACILITY	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform the state-mandated inspection of multiple-dwelling residential facilities.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$136.30	TOTAL COST:	\$96,771
UNIT PROFIT (SUBSIDY):	\$(136.30)	TOTAL PROFIT (SUBSIDY):	\$(96,771)
TOTAL UNITS:	710	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$115 - 3 to 10 units \$165 - 11 to 25 units \$210 - 26 to 50 units \$305 - more than 50 units			

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SERVICE ANNUAL INSP - HIGH PILED STORAGE		REFERENCE NO. S-172	
PRIMARY DEPARTMENT FIRE PREVENTION	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform an inspection of a facility that stores large amounts of combustible materials.			
CURRENT FEE STRUCTURE \$82/Hr			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$164.00	TOTAL REVENUE:	\$24,600
UNIT COST:	\$210.21	TOTAL COST:	\$31,532
UNIT PROFIT (SUBSIDY):	\$(46.21)	TOTAL PROFIT (SUBSIDY):	\$(6,932)
TOTAL UNITS:	150	PCT. COST RECOVERY:	78.02%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$210 per permit			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE ANNUAL INSP - HIGH RISE		REFERENCE NO. S-173	
PRIMARY DEPARTMENT FIRE INSPECTION	UNIT OF SERVICE FACILITY	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform an annual fire inspection of a high rise.			
CURRENT FEE STRUCTURE \$82/Hr (unspecified fee)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$82.00	TOTAL REVENUE:	\$164
UNIT COST:	\$278.00	TOTAL COST:	\$556
UNIT PROFIT (SUBSIDY):	\$(196.00)	TOTAL PROFIT (SUBSIDY):	\$(392)
TOTAL UNITS:	2	PCT. COST RECOVERY:	29.50%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$280 per facility plus fully allocated hourly rates for all personnel used for the inspection time.			

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REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE PRIV. SCH. ANNUAL FIRE CLEAR INSP		REFERENCE NO. S-174	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE FACILITY	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform the annual fire clearance inspection of a private school.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$115.10	TOTAL COST:	\$1,151
UNIT PROFIT (SUBSIDY):	\$(115.10)	TOTAL PROFIT (SUBSIDY):	\$(1,151)
TOTAL UNITS:	10	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$115 - Basic Inspection			

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REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE 5-YEAR FIRE PROTECTION REPORT REV.		REFERENCE NO. S-175	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE REPORT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To review a five year commercial fire protection inspection report and take necessary follow-up action.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$128.92	TOTAL COST:	\$38,676
UNIT PROFIT (SUBSIDY):	\$(128.92)	TOTAL PROFIT (SUBSIDY):	\$(38,676)
TOTAL UNITS:	300	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$130 per report			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE FIRE PREVENTION FILMING PERMIT		REFERENCE NO. S-176	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To issue a permit for filming.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$149.00	TOTAL COST:	\$5,960
UNIT PROFIT (SUBSIDY):	\$(149.00)	TOTAL PROFIT (SUBSIDY):	\$(5,960)
TOTAL UNITS:	40	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$150 per permit			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE CANDLES/OPEN FLAME IN ASSEMBLY AREA		REFERENCE NO. S-177	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Comm. Group/Business	
DESCRIPTION OF SERVICE To inspect the use of candles or open flames in an assembly area.			
CURRENT FEE STRUCTURE \$82/Hr (1Hr. minimum)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$82.00		TOTAL REVENUE: \$410	
UNIT COST: \$116.80		TOTAL COST: \$584	
UNIT PROFIT (SUBSIDY): \$(34.80)		TOTAL PROFIT (SUBSIDY): \$(174)	
TOTAL UNITS: 5		PCT. COST RECOVERY: 70.21%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$115 per permit			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE OTC LICENSE FIRE INSPECTION		REFERENCE NO. S-178	
PRIMARY DEPARTMENT FIRE PREVENTION	UNIT OF SERVICE LICENSE	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform a counter review of a license application. For example: fire clearance for a State license.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$0.00		TOTAL REVENUE: \$0	
UNIT COST: \$115.00		TOTAL COST: \$115	
UNIT PROFIT (SUBSIDY): \$(115.00)		TOTAL PROFIT (SUBSIDY): \$(115)	
TOTAL UNITS: 1		PCT. COST RECOVERY: 0.00%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$115 per license			

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CITY OF OXNARD
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SERVICE NEW BUSINESS LICENSE FIRE INSPECT		REFERENCE NO. S-179	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE BUSINESS	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To inspect the premises of a new business within the City.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$152.70	TOTAL COST:	\$61,844
UNIT PROFIT (SUBSIDY):	\$(152.70)	TOTAL PROFIT (SUBSIDY):	\$(61,844)
TOTAL UNITS:	405	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$90 - up to 5K sq.ft. \$165 - 5K to 25K sq.ft. \$210 - 25K to 200K sq.ft. \$305 - >200K sq.ft.			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE FIRE OTHER/ADD'L INSPECT/PLAN REV		REFERENCE NO. S-180	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE EACH	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE To provide for inspections and plan reviews not otherwise enumerated or for additional time for any other services.			
CURRENT FEE STRUCTURE \$82/Hr - Inspections for which no fee is specified \$164/Hr - Inspections after hours & Holidays \$84/Hr - Plan Reviews for which no fee is specified & additional Plan Reviews			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$110.00	TOTAL REVENUE:	\$330
UNIT COST:	\$189.00	TOTAL COST:	\$567
UNIT PROFIT (SUBSIDY):	\$(79.00)	TOTAL PROFIT (SUBSIDY):	\$(237)
TOTAL UNITS:	3	PCT. COST RECOVERY:	58.20%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$150 - Inspections for which no fee is specified \$280 - Inspections after hours & Holidays \$140 - Plan Reviews for which no fee is specified & additional Plan Reviews Fine for Unpermitted Work - Actual fee plus 100% of the fee			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE FIRE PREV. CONSULTATION & SEARCHES		REFERENCE NO. S-181	
PRIMARY DEPARTMENT FIRE-PREVENTION	UNIT OF SERVICE HOUR	SERVICE RECIPIENT Developer/Resident/Business	
DESCRIPTION OF SERVICE To consult with an applicant outside of the normal plan review or to search and document application records.			
CURRENT FEE STRUCTURE \$84/Hr			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$84.00	TOTAL REVENUE:	\$84
UNIT COST:	\$141.00	TOTAL COST:	\$141
UNIT PROFIT (SUBSIDY):	\$(57.00)	TOTAL PROFIT (SUBSIDY):	\$(57)
TOTAL UNITS:	1	PCT. COST RECOVERY:	59.57%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$140 for the 1st hour and \$120 for each additional hour			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE CUPA HAZ. MAT. - QUANTITY RANGE #1		REFERENCE NO. S-182	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To physically inspect and routinely review response plan & inventory accuracy at a facility with hazardous materials: up to 550 gallons of liquid, 5,000 pounds of solids and/or 1,500 cu.ft. of compressed gases.			
CURRENT FEE STRUCTURE \$532 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$532.00		TOTAL REVENUE: \$110,656	
UNIT COST: \$690.97		TOTAL COST: \$143,722	
UNIT PROFIT (SUBSIDY): \$(158.97)		TOTAL PROFIT (SUBSIDY): \$(33,066)	
TOTAL UNITS: 208		PCT. COST RECOVERY: 76.99%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$690 per permit			

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CITY OF OXNARD
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SERVICE CUPA HAZ. MAT. - QUANTITY RANGE #2		REFERENCE NO. S-183	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To physically inspect and routinely review response plan & inventory accuracy at a facility with hazardous materials within the range of 551 to 2,750 gallons of liquid, 5,001 to 25,000 pounds of solids and/or 1,501 to 10,000 cu.ft. of compressed gases.			
CURRENT FEE STRUCTURE \$887 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$887.00		TOTAL REVENUE: \$133,050	
UNIT COST: \$1,186.66		TOTAL COST: \$177,999	
UNIT PROFIT (SUBSIDY): \$(299.66)		TOTAL PROFIT (SUBSIDY): \$(44,949)	
TOTAL UNITS: 150		PCT. COST RECOVERY: 74.75%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,185 per permit			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE CUPA HAZ. MAT. - QUANTITY RANGE #3		REFERENCE NO. S-184	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To physically inspect and routinely review response plan/inventory accuracy at a facility with hazardous materials within the range of 2,751 to 5,500 gallons of liquid, 25,001 to 50,000 pounds of solids and/or 10,001 to 20,000 cu.ft. of compressed gases.			
CURRENT FEE STRUCTURE \$1,108 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,108.00	TOTAL REVENUE:	\$36,564
UNIT COST:	\$1,547.15	TOTAL COST:	\$51,056
UNIT PROFIT (SUBSIDY):	\$(439.15)	TOTAL PROFIT (SUBSIDY):	\$(14,492)
TOTAL UNITS:	33	PCT. COST RECOVERY:	71.62%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,545 per permit			

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CITY OF OXNARD
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FY 2016-2017

SERVICE CUPA HAZ. MAT. - QUANTITY RANGE #4		REFERENCE NO. S-185	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To physically inspect and routinely review response plan/inventory accuracy at a facility with hazardous materials greater than 5,500 gallons of liquid, 50,000 pounds of solids and/or 20,000 cu.ft. of compressed gases.			
CURRENT FEE STRUCTURE \$1,463 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,463.00	TOTAL REVENUE:	\$197,505
UNIT COST:	\$2,102.94	TOTAL COST:	\$283,897
UNIT PROFIT (SUBSIDY):	\$(639.94)	TOTAL PROFIT (SUBSIDY):	\$(86,392)
TOTAL UNITS:	135	PCT. COST RECOVERY:	69.57%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$2,105 per permit			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
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SERVICE CUPA HAZ. WASTE - CESQG		REFERENCE NO. S-186	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To inspect the handling and disposal of hazardous waste from a conditionally exempt small quantity generator (CESQG). Two year inspection cycle.			
CURRENT FEE STRUCTURE \$284 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$284.00	TOTAL REVENUE:	\$35,500
UNIT COST:	\$337.97	TOTAL COST:	\$42,246
UNIT PROFIT (SUBSIDY):	\$(53.97)	TOTAL PROFIT (SUBSIDY):	\$(6,746)
TOTAL UNITS:	125	PCT. COST RECOVERY:	84.03%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$340 per permit			

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CITY OF OXNARD
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SERVICE CUPA HAZ. WASTE - CESQG-SILVER ONLY		REFERENCE NO. S-187	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To inspect businesses that generate hazardous waste solely due to the presence of "silver-only" hazardous waste.			
CURRENT FEE STRUCTURE \$217 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$217.00	TOTAL REVENUE:	\$8,463
UNIT COST:	\$225.31	TOTAL COST:	\$8,787
UNIT PROFIT (SUBSIDY):	\$(8.31)	TOTAL PROFIT (SUBSIDY):	\$(324)
TOTAL UNITS:	39	PCT. COST RECOVERY:	96.31%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$225 per permit			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE CUPA HAZARDOUS WASTE - RANGE #1		REFERENCE NO. S-188	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To inspect a facility generating less than 5 tons annually of hazardous waste that also stores Hazardous Materials.			
CURRENT FEE STRUCTURE \$355 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$355.00	TOTAL REVENUE:	\$98,335
UNIT COST:	\$225.32	TOTAL COST:	\$62,414
UNIT PROFIT (SUBSIDY):	\$129.68	TOTAL PROFIT (SUBSIDY):	\$35,921
TOTAL UNITS:	277	PCT. COST RECOVERY:	157.55%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$225 per permit			

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CITY OF OXNARD
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FY 2016-2017

SERVICE CUPA HAZARDOUS WASTE - RANGE #2		REFERENCE NO. S-189	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To inspect a facility generating from 5 tons to less than or equal to 50 tons annually of hazardous waste that also stores Hazardous Materials.			
CURRENT FEE STRUCTURE \$443 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$443.00	TOTAL REVENUE:	\$28,795
UNIT COST:	\$450.63	TOTAL COST:	\$29,291
UNIT PROFIT (SUBSIDY):	\$(7.63)	TOTAL PROFIT (SUBSIDY):	\$(496)
TOTAL UNITS:	65	PCT. COST RECOVERY:	98.31%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$450 per permit			

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SERVICE CUPA HAZARDOUS WASTE - RANGE #3		REFERENCE NO. S-190	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To inspect a facility generating more than 50 tons annually of hazardous waste that also stores Hazardous Materials.			
CURRENT FEE STRUCTURE \$621 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$621.00	TOTAL REVENUE:	\$7,452
UNIT COST:	\$901.25	TOTAL COST:	\$10,815
UNIT PROFIT (SUBSIDY):	\$(280.25)	TOTAL PROFIT (SUBSIDY):	\$(3,363)
TOTAL UNITS:	12	PCT. COST RECOVERY:	68.90%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$900 per permit			

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SERVICE CUPA - UNDERGROUND STORAGE TANK		REFERENCE NO. S-191	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE TANK	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform an annual inspection of an underground storage tank system to insure that the tank system complies with the applicable statute and regulation.			
CURRENT FEE STRUCTURE \$310 per tank			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$310.00		TOTAL REVENUE: \$42,780	
UNIT COST: \$336.88		TOTAL COST: \$46,490	
UNIT PROFIT (SUBSIDY): \$(26.88)		TOTAL PROFIT (SUBSIDY): \$(3,710)	
TOTAL UNITS: 138		PCT. COST RECOVERY: 92.02%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$675 for the 1st tank \$150 for each additional tank at the same location			

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FY 2016-2017

SERVICE CUPA - ABOVEGROUND STORAGE TANK		REFERENCE NO. S-192	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE TANK	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To inspect above-ground petroleum storage tanks holding 1,320 gallons or accumulation of multiple containers with an aggregate amount of 1,320 gallons.			
CURRENT FEE STRUCTURE \$266 per site			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$266.00	TOTAL REVENUE:	\$17,556
UNIT COST:	\$607.67	TOTAL COST:	\$40,106
UNIT PROFIT (SUBSIDY):	\$(341.67)	TOTAL PROFIT (SUBSIDY):	\$(22,550)
TOTAL UNITS:	66	PCT. COST RECOVERY:	43.77%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$450 - Site with a total of 10K or less gallons in petroleum storage tanks \$900 - Site with a total of more than 10K but equal to or less than 30K gallons in petroleum storage tanks \$1,200 - Site with a total of more than 30K gallons in petroleum storage tanks			

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SERVICE CALARP FACILITY FEE		REFERENCE NO. S-193	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE SITE	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform a comprehensive review of a site with extremely hazardous materials to institute steps to prevent their accidental release under the California Accidental Release Prevention Program.			
CURRENT FEE STRUCTURE \$399 annually			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$399.00		TOTAL REVENUE: \$12,369	
UNIT COST: \$1,847.58		TOTAL COST: \$57,275	
UNIT PROFIT (SUBSIDY): \$(1,448.58)		TOTAL PROFIT (SUBSIDY): \$(44,906)	
TOTAL UNITS: 31		PCT. COST RECOVERY: 21.60%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,850 annually			

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SERVICE TIERED PERMIT-COND.AUTH/PMT BY RULE		REFERENCE NO. S-194	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE UNIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Inspection and document review of Fix Treatment Unit (FTU) conducting onsite treatment of hazardous waste under Permit By Rule (PBR) and Conditionally Authorized (CA).			
CURRENT FEE STRUCTURE \$975 - 1st Unit \$222 - Each Additional Unit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$849.50	TOTAL REVENUE:	\$5,097
UNIT COST:	\$963.83	TOTAL COST:	\$5,783
UNIT PROFIT (SUBSIDY):	\$(114.33)	TOTAL PROFIT (SUBSIDY):	\$(686)
TOTAL UNITS:	6	PCT. COST RECOVERY:	88.14%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,050 - 1st Unit \$525 - Each Additional Unit			

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SERVICE TIERED PERMIT-CONDITIONALLY EXEMPT		REFERENCE NO. S-195	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE PERMIT	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Inspection and document review of Fix Treatment Unit (FTU) conducting onsite treatment of hazardous waste under Conditionally Exempt Tier (CE).			
CURRENT FEE STRUCTURE \$328 - 1st Unit \$177 - Each Additional Unit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$227.33	TOTAL REVENUE:	\$4,774
UNIT COST:	\$275.38	TOTAL COST:	\$5,783
UNIT PROFIT (SUBSIDY):	\$(48.05)	TOTAL PROFIT (SUBSIDY):	\$(1,009)
TOTAL UNITS:	21	PCT. COST RECOVERY:	82.55%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$375 - 1st Unit \$225 - Each Additional Unit			

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FY 2016-2017

SERVICE CO2 COMPRESSED GAS FOR BEVERAGES		REFERENCE NO. S-196	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE SITE	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To inspect a site with carbon dioxide compressed gas for carbonated beverages.			
CURRENT FEE STRUCTURE \$291 per permit			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$291.00	TOTAL REVENUE:	\$18,624
UNIT COST:	\$300.42	TOTAL COST:	\$19,227
UNIT PROFIT (SUBSIDY):	\$(9.42)	TOTAL PROFIT (SUBSIDY):	\$(603)
TOTAL UNITS:	64	PCT. COST RECOVERY:	96.86%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$300 per permit			

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SERVICE NEW UNDERGROUND STOR. TANK PC/INSP		REFERENCE NO. S-197	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE TANK	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To review plans and inspect the installation of an underground storage tank (UST).			
CURRENT FEE STRUCTURE \$2,217 - 1st tank \$266 - ea. add'l tank			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,566.67	TOTAL REVENUE:	\$4,700
UNIT COST:	\$3,254.67	TOTAL COST:	\$9,764
UNIT PROFIT (SUBSIDY):	\$(1,688.00)	TOTAL PROFIT (SUBSIDY):	\$(5,064)
TOTAL UNITS:	3	PCT. COST RECOVERY:	48.14%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$4,505 - 1st Tank \$750 - Each additional tank at the same location			

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SERVICE U/G TANK MODIFICATION/REPAIR INSP.		REFERENCE NO. S-198	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE TANK	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To inspect the repairs or modifications to an underground storage tank (UST) to confirm that the work was performed according to the approved plans.			
CURRENT FEE STRUCTURE \$1,064 - minimum for the first 8 hours plus \$133 for each additional hour			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$1,197.00	TOTAL REVENUE:	\$1,197
UNIT COST:	\$1,352.00	TOTAL COST:	\$1,352
UNIT PROFIT (SUBSIDY):	\$(155.00)	TOTAL PROFIT (SUBSIDY):	\$(155)
TOTAL UNITS:	1	PCT. COST RECOVERY:	88.54%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,200 - minimum for the first 8 hours plus \$150 for each additional hour			

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SERVICE UNDRGRND STORAGE TANK CLOSURE INSP		REFERENCE NO. S-199	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To review plans and inspect the removal of an underground storage tank to insure that there is no release of hazardous material or, if there has been, that appropriate corrective action is taken to mitigate the release.			
CURRENT FEE STRUCTURE \$975 - 1st tank \$266 - ea. add'l tank			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE: \$738.67		TOTAL REVENUE: \$2,216	
UNIT COST: \$1,001.33		TOTAL COST: \$3,004	
UNIT PROFIT (SUBSIDY): \$(262.66)		TOTAL PROFIT (SUBSIDY): \$(788)	
TOTAL UNITS: 3		PCT. COST RECOVERY: 73.77%	
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$1,200 - 1st Tank \$600 - Each additional tank at the same location			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE ABOVEGRND STORAGE TANK CLOSURE INSP		REFERENCE NO. S-200	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE TANK	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To review plans and inspect the removal of an aboveground storage tank to insure that there is no release of hazardous material or, if there has been, that appropriate corrective action is taken to mitigate the release.			
CURRENT FEE STRUCTURE None (Note: A permit is required by OMC Sec.11-358 but a fee was never established.)			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$291.40	TOTAL COST:	\$7,285
UNIT PROFIT (SUBSIDY):	\$(291.40)	TOTAL PROFIT (SUBSIDY):	\$(7,285)
TOTAL UNITS:	25	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$300 - 1st Tank \$75 - Each additional tank at the same location			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE CUPA - NEW BUSINESS PROCESSING		REFERENCE NO. S-201	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE APPLICATION	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE A one-time processing fee is charged to reimburse the CUPA for administrative costs associated with the first inspection and data processing during the period January 1st through May 30th of the fiscal year.			
CURRENT FEE STRUCTURE \$199 from January to April \$0 for May & June			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$0.00	TOTAL COST:	\$0
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	0	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% Staff recommends deleting this fee and prorating the fees for all new businesses as the current process is too hard to administer without additional staff.			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE CUPA PLANS REVIEW		REFERENCE NO. S-202	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE HOUR	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To review plans from development services that involve CUPA programs and fire code issues.			
CURRENT FEE STRUCTURE \$177 per hour			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$27,876.00	TOTAL REVENUE:	\$27,876
UNIT COST:	\$23,890.00	TOTAL COST:	\$23,890
UNIT PROFIT (SUBSIDY):	\$3,986.00	TOTAL PROFIT (SUBSIDY):	\$3,986
TOTAL UNITS:	1	PCT. COST RECOVERY:	116.68%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$150 per hour			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE SPECIAL CUPA INSPECTION		REFERENCE NO. S-203	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE HOUR	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To perform an unusual inspection or an inspection beyond the limits of an issued permit. Charged at the discretion of the CUPA Supervisor on an hourly basis.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$150.00	TOTAL COST:	\$150
UNIT PROFIT (SUBSIDY):	\$(150.00)	TOTAL PROFIT (SUBSIDY):	\$(150)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$150 per hour			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE CUPA EMERGENCY RESPONSE		REFERENCE NO. S-204	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE HOUR	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE Cost recovery for emergency response activities associated with hazardous materials releases by CUPA permitted businesses or other identified responsible parties.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$150.00	TOTAL COST:	\$150
UNIT PROFIT (SUBSIDY):	\$(150.00)	TOTAL PROFIT (SUBSIDY):	\$(150)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$150 per hour (NOTE: This would need an enabling Ordinance to implement.)			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE HAZMAT EMERGENCY/COMPLAINT RESPONSE		REFERENCE NO. S-205	
PRIMARY DEPARTMENT FIRE-CUPA	UNIT OF SERVICE HOUR	SERVICE RECIPIENT Business	
DESCRIPTION OF SERVICE To investigate public and interagency complaints pertaining to hazardous waste activities, events, materials, emergencies, and other public health threats at facilities not otherwise monitored by CUPA.			
CURRENT FEE STRUCTURE None			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$0.00	TOTAL COST:	\$0
UNIT PROFIT (SUBSIDY):	\$0.00	TOTAL PROFIT (SUBSIDY):	\$0
TOTAL UNITS:	0	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% This service benefits the general taxpayer and should not be subsidized by the CUPA fee payer. When this service is performed by CUPA, it either reduces the level of service that CUPA customers expect or it reduces the fees that CUPA can charge. The City needs to create a program to reimburse CUPA for their services and the contracted hazardous waste contractors that CUPA should use to perform this service.			

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CITY OF OXNARD
REVENUE AND COST SUMMARY WORKSHEET
FY 2016-2017

SERVICE COST RECOVERY - FIRE		REFERENCE NO. S-206	
PRIMARY DEPARTMENT FIRE	UNIT OF SERVICE MINUTE	SERVICE RECIPIENT Resident/Non-Resident	
DESCRIPTION OF SERVICE To respond to an accident with injuries or a fire caused by a driver under the influence of alcohol.			
CURRENT FEE STRUCTURE \$2.39 per minute			
<u>REVENUE AND COST COMPARISON</u>			
UNIT REVENUE:	\$0.00	TOTAL REVENUE:	\$0
UNIT COST:	\$247.00	TOTAL COST:	\$247
UNIT PROFIT (SUBSIDY):	\$(247.00)	TOTAL PROFIT (SUBSIDY):	\$(247)
TOTAL UNITS:	1	PCT. COST RECOVERY:	0.00%
SUGGESTED FEE FOR COST RECOVERY OF: 100% \$20 plus \$3.78 per minute per engine company			

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**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE NEW FIRE SPRINKLER SYSTEM				REFERENCE NO. S-144		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 580		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II	1st 5,000 Sq.Ft.	0.25	\$20.07	580	\$11,641
FIRE PREVENTION	FIRE INSPECTOR - PS		4.73	\$609.79	580	\$353,678
		TYPE SUBTOTAL	4.98	\$629.86		\$365,319
FIRE PREVENTION	PLANS EXAMINER II	1st 5K Unique	1.44	\$173.55	350	\$60,743
		TYPE SUBTOTAL	1.44	\$173.55		\$60,743
FIRE PREVENTION	FIRE INSPECTOR - PS	Add'l 1,000 Sq.Ft.	0.40	\$51.57	1	\$52
FIRE PREVENTION	PLANS EXAMINER II		0.12	\$14.46	1	\$14
		TYPE SUBTOTAL	0.52	\$66.03		\$66
FIRE PREVENTION	FIRE INSPECTOR - PS	1st Standpipe Outlet	1.50	\$193.38	12	\$2,321
FIRE PREVENTION	PLANS EXAMINER II		0.80	\$96.42	12	\$1,157
		TYPE SUBTOTAL	2.30	\$289.80		\$3,478
FIRE PREVENTION	FIRE INSPECTOR - PS	Ea.Add'l Stndpipe	0.50	\$64.46	75	\$4,835
FIRE PREVENTION	PLANS EXAMINER II		0.27	\$32.54	75	\$2,441
		TYPE SUBTOTAL	0.77	\$97.00		\$7,275
TOTALS			10.01	\$753.24		\$436,880

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE EXIST'G FIRE SPRKLR SYS-ALTERATIONS				REFERENCE NO. S-145		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 73		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II	1st 10 Heads	0.25	\$20.07	73	\$1,465
FIRE PREVENTION	FIRE INSPECTOR - PS		3.00	\$386.76	73	\$28,233
FIRE PREVENTION	PLANS EXAMINER II		1.63	\$196.45	73	\$14,341
		TYPE SUBTOTAL	4.88	\$603.28		\$44,039
FIRE PREVENTION	FIRE INSPECTOR - PS	Ea.Add'l Head	0.04	\$5.16	720	\$3,715
FIRE PREVENTION	PLANS EXAMINER II		0.02	\$2.41	720	\$1,735
		TYPE SUBTOTAL	0.06	\$7.57		\$5,450
FIRE PREVENTION	FIRE INSPECTOR - PS	Ea.Standpipe Outlet	1.50	\$193.38	1	\$193
FIRE PREVENTION	PLANS EXAMINER II		0.81	\$97.62	1	\$98
		TYPE SUBTOTAL	2.31	\$291.00		\$291
TOTALS			7.25	\$681.93		\$49,781

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE UNDERGROUND WATER LINE PLAN CHECK				REFERENCE NO. S-146		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 4		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	4	\$80
FIRE PREVENTION	PLANS EXAMINER II		1.50	\$180.78	4	\$723
		TYPE SUBTOTAL	1.75	\$200.85		\$803
		TOTALS	1.75	\$200.75		\$803

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE FIXED EXTINGUISHING SYSTEM - BASIC				REFERENCE NO. S-147		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 18		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	18	\$361
FIRE PREVENTION	FIRE INSPECTOR - PS		2.00	\$257.84	18	\$4,641
FIRE PREVENTION	PLANS EXAMINER II		1.08	\$130.16	18	\$2,343
		TYPE SUBTOTAL	3.33	\$408.07		\$7,345
		TOTALS	3.33	\$408.06		\$7,345

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE ANNUAL KITCHEN HOOD SYSTEM PERMIT				REFERENCE NO. S-148		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 80		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	FIRE INSPECTOR - PS		1.00	\$128.92	80	\$10,314
		TYPE SUBTOTAL	1.00	\$128.92		\$10,314
		TOTALS	1.00	\$128.93		\$10,314

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE NEW FIXED EXT. SYS - SPRAY BOOTH				REFERENCE NO. S-149		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 4		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	4	\$80
FIRE PREVENTION	FIRE INSPECTOR - PS		2.50	\$322.30	4	\$1,289
FIRE PREVENTION	PLANS EXAMINER II		1.57	\$189.22	4	\$757
		TYPE SUBTOTAL	4.32	\$531.59		\$2,126
		TOTALS	4.32	\$531.50		\$2,126

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE EXIST FIXED EXT. SYS - SPRAY BOOTH				REFERENCE NO. S-150		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 2		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	2	\$40
FIRE PREVENTION	FIRE INSPECTOR - PS		2.00	\$257.84	2	\$516
FIRE PREVENTION	PLANS EXAMINER II		1.35	\$162.70	2	\$325
		TYPE SUBTOTAL	3.60	\$440.61		\$881
		TOTALS	3.60	\$440.50		\$881

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE ANNUAL SPRAY BOOTH PERMIT				REFERENCE NO. S-151		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 5		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	FIRE INSPECTOR - CIV		1.00	\$95.07	5	\$475
		TYPE SUBTOTAL	1.00	\$95.07		\$475
		TOTALS	1.00	\$95.00		\$475

CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017

SERVICE				REFERENCE NO.		
NEW/ALT FIXED EXT. SYS - HALON/CO2				S-152		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				3		
DEPARTMENT	POSITION	TYPE	UNIT TIME	UNIT COST	ANN. UNITS	TOTAL COST
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	3	\$60
FIRE PREVENTION	FIRE INSPECTOR - PS	Initial Inspection	2.00	\$257.84	3	\$774
FIRE PREVENTION	PLANS EXAMINER II	Initial Pln Ck	1.08	\$130.16	3	\$390
		TYPE SUBTOTAL	3.33	\$408.07		\$1,224
FIRE PREVENTION	FIRE INSPECTOR - PS	Insp.Ea.Detector	0.20	\$25.78	3	\$77
FIRE PREVENTION	PLANS EXAMINER II	P.Ck.Ea.Detector	0.11	\$13.26	3	\$40
		TYPE SUBTOTAL	0.31	\$39.04		\$117
FIRE PREVENTION	FIRE INSPECTOR - PS	Insp.Ea.Pull	0.20	\$25.78	4	\$103
FIRE PREVENTION	PLANS EXAMINER II	P.Ck.Ea.Pull	0.11	\$13.26	4	\$53
		TYPE SUBTOTAL	0.31	\$39.04		\$156
FIRE PREVENTION	FIRE INSPECTOR - PS	Insp.Ea.Annun.	0.50	\$64.46	3	\$193
FIRE PREVENTION	PLANS EXAMINER II	P.Ck.Ea.Annun.	0.27	\$32.54	3	\$98
		TYPE SUBTOTAL	0.77	\$97.00		\$291
FIRE PREVENTION	FIRE INSPECTOR - PS	Insp.Ea.Device	0.20	\$25.78	6	\$155
FIRE PREVENTION	PLANS EXAMINER II	P.Ck.Ea.Device	0.11	\$13.26	6	\$80
		TYPE SUBTOTAL	0.31	\$39.04		\$234
TOTALS			5.03	\$674.33		\$2,023

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE NEW FIRE ALARM/DETECTION SYSTEM				REFERENCE NO. S-153		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 46		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	46	\$923
FIRE PREVENTION	FIRE INSPECTOR - PS	Initial Insp.	2.00	\$257.84	46	\$11,861
FIRE PREVENTION	PLANS EXAMINER II	Initial Pln.Ck.	1.08	\$130.16	46	\$5,987
		TYPE SUBTOTAL	3.33	\$408.07		\$18,771
FIRE PREVENTION	FIRE INSPECTOR - PS	Ea.Detector	0.20	\$25.78	100	\$2,578
FIRE PREVENTION	PLANS EXAMINER II		0.11	\$13.26	100	\$1,326
		TYPE SUBTOTAL	0.31	\$39.04		\$3,904
FIRE PREVENTION	FIRE INSPECTOR - PS	Ea.Manual Pull Stn.	0.20	\$25.78	115	\$2,965
FIRE PREVENTION	PLANS EXAMINER II		0.11	\$13.26	115	\$1,525
		TYPE SUBTOTAL	0.31	\$39.04		\$4,490
FIRE PREVENTION	FIRE INSPECTOR - PS	Ea.Annunciator	0.50	\$64.46	64	\$4,125
FIRE PREVENTION	PLANS EXAMINER II		0.27	\$32.54	64	\$2,083
		TYPE SUBTOTAL	0.77	\$97.00		\$6,208
FIRE PREVENTION	FIRE INSPECTOR - PS	Ea.Device/Horn	0.20	\$25.78	115	\$2,965
FIRE PREVENTION	PLANS EXAMINER II		0.11	\$13.26	115	\$1,525
		TYPE SUBTOTAL	0.31	\$39.04		\$4,490
TOTALS			5.03	\$823.09		\$37,862

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE				REFERENCE NO.		
ALTER FIRE ALARM/DETECTION SYSTEM				S-154		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				31		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	FIRE INSPECTOR - PS	Basic	2.00	\$257.84	31	\$7,993
FIRE PREVENTION	PLANS EXAMINER II		1.08	\$130.16	31	\$4,035
		TYPE SUBTOTAL	3.08	\$388.00		\$12,028
FIRE PREVENTION	FIRE INSPECTOR - PS	Detectors, Ea.	0.20	\$25.78	66	\$1,701
FIRE PREVENTION	PLANS EXAMINER II		0.11	\$13.26	66	\$875
		TYPE SUBTOTAL	0.31	\$39.04		\$2,577
FIRE PREVENTION	FIRE INSPECTOR - PS	Manual Pull Stns.	0.20	\$25.78	76	\$1,959
FIRE PREVENTION	PLANS EXAMINER II		0.11	\$13.26	76	\$1,008
		TYPE SUBTOTAL	0.31	\$39.04		\$2,967
FIRE PREVENTION	FIRE INSPECTOR - PS	Annunciator/Keypad	0.50	\$64.46	43	\$2,772
FIRE PREVENTION	PLANS EXAMINER II		0.27	\$32.54	43	\$1,399
		TYPE SUBTOTAL	0.77	\$97.00		\$4,171
FIRE PREVENTION	FIRE INSPECTOR - PS	Device/Horn Ea.	0.20	\$25.78	76	\$1,959
FIRE PREVENTION	PLANS EXAMINER II		0.11	\$13.26	76	\$1,008
		TYPE SUBTOTAL	0.31	\$39.04		\$2,967
TOTALS			4.78	\$797.10		\$24,710

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE FIRE PREV. DAC REV - COMMERCIAL				REFERENCE NO. S-155		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 22		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	BATTALION CHIEF		5.20	\$1,000.38	22	\$22,008
		TYPE SUBTOTAL	5.20	\$1,000.38		\$22,008
		TOTALS	5.20	\$1,000.36		\$22,008

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE FIRE PREV. DAC REV - INDUSTRIAL				REFERENCE NO. S-156		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	BATTALION CHIEF		4.70	\$904.19	1	\$904
		TYPE SUBTOTAL	4.70	\$904.19		\$904
		TOTALS	4.70	\$904.00		\$904

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE FIRE PREV. DAC REV - RES <8 SF/4 MF				REFERENCE NO. S-157		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 31		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	BATTALION CHIEF		1.75	\$336.67	31	\$10,437
		TYPE SUBTOTAL	1.75	\$336.67		\$10,437
		TOTALS	1.75	\$336.68		\$10,437

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE FIRE PREV. DAC REV - 8-49 SF/4+ MF				REFERENCE NO. S-158		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 15		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	BATTALION CHIEF		5.25	\$1,010.00	15	\$15,150
		TYPE SUBTOTAL	5.25	\$1,010.00		\$15,150
		TOTALS	5.25	\$1,010.00		\$15,150

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE FIRE PREV. DAC REV - 50+ SF				REFERENCE NO. S-159		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 11		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	BATTALION CHIEF		7.50	\$1,442.85	11	\$15,871
		TYPE SUBTOTAL	7.50	\$1,442.85		\$15,871
		TOTALS	7.50	\$1,442.82		\$15,871

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE FIRE PREVENTION EIR REVIEW				REFERENCE NO. S-160		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	BATTALION CHIEF		4.00	\$769.52	1	\$770
		TYPE SUBTOTAL	4.00	\$769.52		\$770
		TOTALS	4.00	\$770.00		\$770

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE FIRE PREVENTION - TEMP. USE PERMIT				REFERENCE NO. S-161		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 123		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	123	\$2,469
FIRE PREVENTION	FIRE INSPECTOR - PS		1.50	\$193.38	123	\$23,786
FIRE PREVENTION	PLANS EXAMINER II		0.81	\$97.62	123	\$12,007
		TYPE SUBTOTAL	2.56	\$311.07		\$38,262
		TOTALS	2.56	\$311.07		\$38,262

**CITY OF OXNARD
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SERVICE FIRE PREVENTION FALSE ALARM REVIEW				REFERENCE NO. S-162		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	1	\$20
FIRE PREVENTION	FIRE INSPECTOR - PS		1.00	\$128.92	1	\$129
		TYPE SUBTOTAL	1.25	\$148.99		\$149
		TOTALS	1.25	\$149.00		\$149

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SERVICE FIRE CODE PERMIT				REFERENCE NO. S-163		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 69		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	69	\$1,385
FIRE PREVENTION	FIRE INSPECTOR - CIV		1.00	\$95.07	69	\$6,560
FIRE PREVENTION	PLANS EXAMINER II		0.54	\$65.08	69	\$4,491
		TYPE SUBTOTAL	1.79	\$180.22		\$12,435
		TOTALS	1.79	\$180.22		\$12,435

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SERVICE RACK/PALLETIZED STORAGE PLAN REVIEW				REFERENCE NO. S-164		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 12		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	PLANS EXAMINER II		2.00	\$241.04	12	\$2,892
		TYPE SUBTOTAL	2.00	\$241.04		\$2,892
		TOTALS	2.00	\$241.00		\$2,892

**CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE KNOX BOX REVIEW & INSPECTION				REFERENCE NO. S-165		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 25		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	FIRE INSPECTOR - CIV		1.75	\$166.37	25	\$4,159
FIRE PREVENTION	PLANS EXAMINER II		0.95	\$114.49	25	\$2,862
		TYPE SUBTOTAL	2.70	\$280.86		\$7,022
		TOTALS	2.70	\$280.88		\$7,022

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COST DETAIL WORKSHEET
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SERVICE CLICK TO ENTER FIRE PERMIT				REFERENCE NO. S-166		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 15		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	FIRE INSPECTOR - CIV		0.50	\$47.54	15	\$713
FIRE PREVENTION	PLANS EXAMINER II		0.50	\$60.26	15	\$904
		TYPE SUBTOTAL	1.00	\$107.80		\$1,617
		TOTALS	1.00	\$107.80		\$1,617

**CITY OF OXNARD
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SERVICE PYROTECHNIC DISPLAY PERMIT				REFERENCE NO. S-167		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	10	\$201
FIRE PREVENTION	FIRE INSPECTOR - CIV		2.50	\$237.68	10	\$2,377
		TYPE SUBTOTAL	2.75	\$257.75		\$2,578
		TOTALS	2.75	\$257.80		\$2,578

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE LIC CARE FACILITY PRE-INSPECTION				REFERENCE NO. S-168		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	10	\$201
FIRE PREVENTION	FIRE INSPECTOR - PS		1.00	\$128.92	10	\$1,289
		TYPE SUBTOTAL	1.25	\$148.99		\$1,490
		TOTALS	1.25	\$149.00		\$1,490

**CITY OF OXNARD
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SERVICE INITIAL FIRE CLEARANCE INSPECTION			REFERENCE NO. S-169			
NOTE Unit Costs are an Average of Total Units			TOTAL UNITS 10			
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II	Capacity 7-25	0.25	\$20.07	5	\$100
FIRE PREVENTION	FIRE INSPECTOR - CIV	Capacity 7-25	1.50	\$142.61	5	\$713
		TYPE SUBTOTAL	1.75	\$162.68		\$813
FIRE PREVENTION	ADMIN SECRETARY II	Capacity 26 Or More	0.25	\$20.07	5	\$100
FIRE PREVENTION	FIRE INSPECTOR - CIV	Capacity 26 Or More	2.00	\$190.14	5	\$951
		TYPE SUBTOTAL	2.25	\$210.21		\$1,051
TOTALS			4.00	\$186.40		\$1,864

**CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE ANNUAL INSP -LICENSED CARE FACILITY				REFERENCE NO. S-170		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 11		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II	Capacity 7-25	0.25	\$20.07	5	\$100
FIRE PREVENTION	FIRE INSPECTOR - CIV	Capacity 7-25	1.00	\$95.07	5	\$475
		TYPE SUBTOTAL	1.25	\$115.14		\$576
FIRE PREVENTION	ADMIN SECRETARY II	Capacity 26-50	0.25	\$20.07	5	\$100
FIRE PREVENTION	FIRE INSPECTOR - CIV	Capacity 26-50	2.00	\$190.14	5	\$951
		TYPE SUBTOTAL	2.25	\$210.21		\$1,051
FIRE PREVENTION	ADMIN SECRETARY II	Capacity >50	0.25	\$20.07	1	\$20
FIRE PREVENTION	FIRE INSPECTOR - CIV	Capacity >50	2.50	\$237.68	1	\$238
		TYPE SUBTOTAL	2.75	\$257.75		\$258
TOTALS			6.25	\$171.36		\$1,885

**CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE				REFERENCE NO.		
ANNUAL INSP - STATE MANDATED RES'L				S-171		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				710		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II	3 - 10 Units	0.25	\$20.07	540	\$10,838
FIRE PREVENTION	FIRE INSPECTOR - CIV	3-10 Units	1.00	\$95.07	540	\$51,338
		TYPE SUBTOTAL	1.25	\$115.14		\$62,176
FIRE PREVENTION	ADMIN SECRETARY II	11-25 Units	0.25	\$20.07	110	\$2,208
FIRE PREVENTION	FIRE INSPECTOR - CIV	11-25 Units	1.50	\$142.61	110	\$15,687
		TYPE SUBTOTAL	1.75	\$162.68		\$17,895
FIRE PREVENTION	ADMIN SECRETARY II	26-50 Units	0.25	\$20.07	17	\$341
FIRE PREVENTION	FIRE INSPECTOR - CIV	26-50 Units	2.00	\$190.14	17	\$3,232
		TYPE SUBTOTAL	2.25	\$210.21		\$3,574
FIRE PREVENTION	ADMIN SECRETARY II	50+ Units	0.25	\$20.07	43	\$863
FIRE PREVENTION	FIRE INSPECTOR - CIV	50+ Units	3.00	\$285.21	43	\$12,264
		TYPE SUBTOTAL	3.25	\$305.28		\$13,127
TOTALS			8.50	\$136.30		\$96,771

**CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE ANNUAL INSP - HIGH PILED STORAGE				REFERENCE NO. S-172		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 150		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	150	\$3,011
FIRE PREVENTION	FIRE INSPECTOR - CIV		2.00	\$190.14	150	\$28,521
		TYPE SUBTOTAL	2.25	\$210.21		\$31,532
		TOTALS	2.25	\$210.21		\$31,532

**CITY OF OXNARD
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SERVICE ANNUAL INSP - HIGH RISE				REFERENCE NO. S-173		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 2		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	2	\$40
FIRE PREVENTION	FIRE INSPECTOR - PS		2.00	\$257.84	2	\$516
		TYPE SUBTOTAL	2.25	\$277.91		\$556
		TOTALS	2.25	\$278.00		\$556

**CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE PRIV. SCH. ANNUAL FIRE CLEAR INSP				REFERENCE NO. S-174		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 10		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	10	\$201
FIRE PREVENTION	FIRE INSPECTOR - CIV	Basic Inspection	1.00	\$95.07	10	\$951
		TYPE SUBTOTAL	1.25	\$115.14		\$1,151
		TOTALS	1.25	\$115.10		\$1,151

**CITY OF OXNARD
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SERVICE 5-YEAR FIRE PROTECTION REPORT REV.				REFERENCE NO. S-175		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 300		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	FIRE INSPECTOR - PS		1.00	\$128.92	300	\$38,676
		TYPE SUBTOTAL	1.00	\$128.92		\$38,676
		TOTALS	1.00	\$128.92		\$38,676

**CITY OF OXNARD
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SERVICE FIRE PREVENTION FILMING PERMIT				REFERENCE NO. S-176		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 40		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	40	\$803
FIRE PREVENTION	FIRE INSPECTOR - PS		1.00	\$128.92	40	\$5,157
		TYPE SUBTOTAL	1.25	\$148.99		\$5,960
		TOTALS	1.25	\$149.00		\$5,960

**CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE CANDLES/OPEN FLAME IN ASSEMBLY AREA				REFERENCE NO. S-177		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 5		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	5	\$100
FIRE PREVENTION	FIRE INSPECTOR - PS		0.75	\$96.69	5	\$483
		TYPE SUBTOTAL	1.00	\$116.76		\$584
		TOTALS	1.00	\$116.80		\$584

**CITY OF OXNARD
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SERVICE OTC LICENSE FIRE INSPECTION				REFERENCE NO. S-178		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	1	\$20
FIRE PREVENTION	FIRE INSPECTOR - CIV		1.00	\$95.07	1	\$95
		TYPE SUBTOTAL	1.25	\$115.14		\$115
		TOTALS	1.25	\$115.00		\$115

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COST DETAIL WORKSHEET
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SERVICE				REFERENCE NO.		
NEW BUSINESS LICENSE FIRE INSPECT				S-179		
NOTE				TOTAL UNITS		
Unit Costs are an Average of Total Units				405		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II	0-5K Sq Ft	0.25	\$20.07	100	\$2,007
FIRE PREVENTION	FIRE INSPECTOR - CIV	0-5K Sq Ft	0.75	\$71.30	100	\$7,130
		TYPE SUBTOTAL	1.00	\$91.37		\$9,137
FIRE PREVENTION	ADMIN SECRETARY II	5K - 25K Sq Ft	0.25	\$20.07	250	\$5,018
FIRE PREVENTION	FIRE INSPECTOR - CIV	5K - 25K Sq Ft	1.50	\$142.61	250	\$35,653
		TYPE SUBTOTAL	1.75	\$162.68		\$40,670
FIRE PREVENTION	ADMIN SECRETARY II	25K - 200K Sq Ft	0.25	\$20.07	50	\$1,004
FIRE PREVENTION	FIRE INSPECTOR - CIV	25K - 200K Sq Ft	2.00	\$190.14	50	\$9,507
		TYPE SUBTOTAL	2.25	\$210.21		\$10,511
FIRE PREVENTION	ADMIN SECRETARY II	200K+ Sq Ft	0.25	\$20.07	5	\$100
FIRE PREVENTION	FIRE INSPECTOR - CIV	200K+ Sq Ft	3.00	\$285.21	5	\$1,426
		TYPE SUBTOTAL	3.25	\$305.28		\$1,526
TOTALS			8.25	\$152.70		\$61,844

**CITY OF OXNARD
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SERVICE FIRE OTHER/ADD'L INSPECT/PLAN REV				REFERENCE NO. S-180		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 3		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	1	\$20
FIRE PREVENTION	FIRE INSPECTOR - PS	Other Inspections	1.00	\$128.92	1	\$129
		TYPE SUBTOTAL	1.25	\$148.99		\$149
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	1	\$20
FIRE PREVENTION	FIRE INSPECTOR - PS	OT+Holiday Insp.	2.00	\$257.84	1	\$258
		TYPE SUBTOTAL	2.25	\$277.91		\$278
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	1	\$20
FIRE PREVENTION	PLANS EXAMINER II	Other Plan Rev.	1.00	\$120.52	1	\$121
		TYPE SUBTOTAL	1.25	\$140.59		\$141
TOTALS			4.75	\$189.00		\$567

**CITY OF OXNARD
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SERVICE FIRE PREV. CONSULTATION & SEARCHES				REFERENCE NO. S-181		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	1	\$20
FIRE PREVENTION	PLANS EXAMINER II		1.00	\$120.52	1	\$121
		TYPE SUBTOTAL	1.25	\$140.59		\$141
		TOTALS	1.25	\$141.00		\$141

**CITY OF OXNARD
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SERVICE CUPA HAZ. MAT. - QUANTITY RANGE #1				REFERENCE NO. S-182		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 208		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		4.60	\$690.97	208	\$143,722
		TYPE SUBTOTAL	4.60	\$690.97		\$143,722
		TOTALS	4.60	\$690.97		\$143,722

**CITY OF OXNARD
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SERVICE CUPA HAZ. MAT. - QUANTITY RANGE #2				REFERENCE NO. S-183		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 150		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		7.90	\$1,186.66	150	\$177,999
		TYPE SUBTOTAL	7.90	\$1,186.66		\$177,999
		TOTALS	7.90	\$1,186.66		\$177,999

**CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE CUPA HAZ. MAT. - QUANTITY RANGE #3				REFERENCE NO. S-184		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 33		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		10.30	\$1,547.16	33	\$51,056
		TYPE SUBTOTAL	10.30	\$1,547.16		\$51,056
		TOTALS	10.30	\$1,547.15		\$51,056

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SERVICE CUPA HAZ. MAT. - QUANTITY RANGE #4				REFERENCE NO. S-185		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 135		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		14.00	\$2,102.94	135	\$283,897
		TYPE SUBTOTAL	14.00	\$2,102.94		\$283,897
		TOTALS	14.00	\$2,102.94		\$283,897

**CITY OF OXNARD
COST DETAIL WORKSHEET
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SERVICE CUPA HAZ. WASTE - CESQG				REFERENCE NO. S-186		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 125		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		2.25	\$337.97	125	\$42,246
		TYPE SUBTOTAL	2.25	\$337.97		\$42,246
		TOTALS	2.25	\$337.97		\$42,246

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SERVICE CUPA HAZ. WASTE - CESQG-SILVER ONLY				REFERENCE NO. S-187		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 39		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		1.50	\$225.32	39	\$8,787
		TYPE SUBTOTAL	1.50	\$225.32		\$8,787
		TOTALS	1.50	\$225.31		\$8,787

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SERVICE CUPA HAZARDOUS WASTE - RANGE #1				REFERENCE NO. S-188		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 277		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		1.50	\$225.32	277	\$62,414
		TYPE SUBTOTAL	1.50	\$225.32		\$62,414
		TOTALS	1.50	\$225.32		\$62,414

**CITY OF OXNARD
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SERVICE CUPA HAZARDOUS WASTE - RANGE #2				REFERENCE NO. S-189		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 65		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		3.00	\$450.63	65	\$29,291
		TYPE SUBTOTAL	3.00	\$450.63		\$29,291
		TOTALS	3.00	\$450.63		\$29,291

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE CUPA HAZARDOUS WASTE - RANGE #3				REFERENCE NO. S-190		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 12		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		6.00	\$901.26	12	\$10,815
		TYPE SUBTOTAL	6.00	\$901.26		\$10,815
		TOTALS	6.00	\$901.25		\$10,815

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE CUPA - UNDERGROUND STORAGE TANK				REFERENCE NO. S-191		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 138		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	1st Tank	4.50	\$675.95	49	\$33,122
		TYPE SUBTOTAL	4.50	\$675.95		\$33,122
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	Ea.Add'l Tank	1.00	\$150.21	89	\$13,369
		TYPE SUBTOTAL	1.00	\$150.21		\$13,369
TOTALS			5.50	\$336.88		\$46,490

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE CUPA - ABOVEGROUND STORAGE TANK				REFERENCE NO. S-192		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 66		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	Site: <=10K Gal.	3.00	\$450.63	47	\$21,180
		TYPE SUBTOTAL	3.00	\$450.63		\$21,180
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	Site: >10K,<=30K	6.00	\$901.26	13	\$11,716
		TYPE SUBTOTAL	6.00	\$901.26		\$11,716
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	Site: >30K Gal.	8.00	\$1,201.68	6	\$7,210
		TYPE SUBTOTAL	8.00	\$1,201.68		\$7,210
TOTALS			17.00	\$607.67		\$40,106

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE CALARP FACILITY FEE				REFERENCE NO. S-193		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 31		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	Annualized	12.30	\$1,847.58	31	\$57,275
		TYPE SUBTOTAL	12.30	\$1,847.58		\$57,275
		TOTALS	12.30	\$1,847.58		\$57,275

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE TIERED PERMIT-COND.AUTH/PMT BY RULE				REFERENCE NO. S-194		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 6		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	1st Unit	7.00	\$1,051.47	5	\$5,257
		TYPE SUBTOTAL	7.00	\$1,051.47		\$5,257
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	Ea. Add'l Unit	3.50	\$525.74	1	\$526
		TYPE SUBTOTAL	3.50	\$525.74		\$526
TOTALS			10.50	\$963.83		\$5,783

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE TIERED PERMIT-CONDITIONALLY EXEMPT				REFERENCE NO. S-195		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 21		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	1st Unit	2.50	\$375.53	7	\$2,629
		TYPE SUBTOTAL	2.50	\$375.53		\$2,629
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	Ann.Ea.Add'l Unit	1.50	\$225.32	14	\$3,154
		TYPE SUBTOTAL	1.50	\$225.32		\$3,154
TOTALS			4.00	\$275.38		\$5,783

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE CO2 COMPRESSED GAS FOR BEVERAGES				REFERENCE NO. S-196		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 64		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		2.00	\$300.42	64	\$19,227
		TYPE SUBTOTAL	2.00	\$300.42		\$19,227
		TOTALS	2.00	\$300.42		\$19,227

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE NEW UNDERGROUND STOR. TANK PC/INSP				REFERENCE NO. S-197		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 3		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	1st Tank	30.00	\$4,506.30	2	\$9,013
		TYPE SUBTOTAL	30.00	\$4,506.30		\$9,013
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	Ea.Add'l Tank	5.00	\$751.05	1	\$751
		TYPE SUBTOTAL	5.00	\$751.05		\$751
TOTALS			35.00	\$3,254.67		\$9,764

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE U/G TANK MODIFICATION/REPAIR INSP.				REFERENCE NO. S-198		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	Minimum	8.00	\$1,201.68	1	\$1,202
		TYPE SUBTOTAL	8.00	\$1,201.68		\$1,202
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	Ea.Add'l Hour	1.00	\$150.21	1	\$150
		TYPE SUBTOTAL	1.00	\$150.21		\$150
TOTALS			9.00	\$1,352.00		\$1,352

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE UNDRGRND STORAGE TANK CLOSURE INSP				REFERENCE NO. S-199		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 3		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	1st Tank	8.00	\$1,201.68	2	\$2,403
		TYPE SUBTOTAL	8.00	\$1,201.68		\$2,403
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	Ea.Add'l Tank	4.00	\$600.84	1	\$601
		TYPE SUBTOTAL	4.00	\$600.84		\$601
TOTALS			12.00	\$1,001.33		\$3,004

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE ABOVEGRND STORAGE TANK CLOSURE INSP				REFERENCE NO. S-200		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 25		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	1st Tank	2.00	\$300.42	24	\$7,210
		TYPE SUBTOTAL	2.00	\$300.42		\$7,210
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II	Ea.Add'l Tank	0.50	\$75.11	1	\$75
		TYPE SUBTOTAL	0.50	\$75.11		\$75
TOTALS			2.50	\$291.40		\$7,285

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE CUPA - NEW BUSINESS PROCESSING				REFERENCE NO. S-201		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 0		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
			0.00	\$0.00	0	\$0
		TYPE SUBTOTAL	0.00	\$0.00		\$0
		TOTALS	0.00	\$0.00		\$0

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE CUPA PLANS REVIEW				REFERENCE NO. S-202		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		1.00	\$150.21	1	\$150
FIRE-CUPA PROG.	PLANS EXAMINER II	100%	162.30	\$23,739.62	1	\$23,740
		TYPE SUBTOTAL	163.30	\$23,889.83		\$23,890
		TOTALS	163.30	\$23,890.00		\$23,890

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE SPECIAL CUPA INSPECTION				REFERENCE NO. S-203		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		1.00	\$150.21	1	\$150
		TYPE SUBTOTAL	1.00	\$150.21		\$150
		TOTALS	1.00	\$150.00		\$150

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE CUPA EMERGENCY RESPONSE				REFERENCE NO. S-204		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		1.00	\$150.21	1	\$150
		TYPE SUBTOTAL	1.00	\$150.21		\$150
		TOTALS	1.00	\$150.00		\$150

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE HAZMAT EMERGENCY/COMPLAINT RESPONSE				REFERENCE NO. S-205		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 0		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE-CUPA PROG.	FIRE ENVIRON SPEC I/II		0.00	\$0.00	320	\$0
		TYPE SUBTOTAL	0.00	\$0.00		\$0
		TOTALS	0.00	\$0.00		\$0

**CITY OF OXNARD
COST DETAIL WORKSHEET
FY 2016-2017**

SERVICE COST RECOVERY - FIRE				REFERENCE NO. S-206		
NOTE Unit Costs are an Average of Total Units				TOTAL UNITS 1		
<u>DEPARTMENT</u>	<u>POSITION</u>	<u>TYPE</u>	<u>UNIT TIME</u>	<u>UNIT COST</u>	<u>ANN. UNITS</u>	<u>TOTAL COST</u>
FIRE SUPP/EMERG	FIREFIGHTER		1.00	\$60.88	1	\$61
FIRE SUPP/EMERG	FIRE ENGINEER		1.00	\$77.20	1	\$77
FIRE SUPP/EMERG	FIRE CAPTAIN		1.00	\$88.76	1	\$89
		TYPE SUBTOTAL	3.00	\$226.84		\$227
FIRE PREVENTION	ADMIN SECRETARY II		0.25	\$20.07	1	\$20
		TYPE SUBTOTAL	0.25	\$20.07		\$20
		TOTALS	3.25	\$247.00		\$247

**CITY OF OXNARD
FEE COMPARISON REPORT
FY 2016-2017**

REF #: S-267**TITLE: DOCUMENT COPY SERVICE****CURRENT FEE**

\$1.25 for the first page plus \$0.10 per copy thereafter

RECOMMENDED FEE

\$1.25 for the first page plus \$0.25 per page thereafter

FPPC related documents - \$0.10 per page

REF #: S-268**TITLE: ELECTRONIC FILE COPY****CURRENT FEE**

\$10 per tape or disk

RECOMMENDED FEE

\$5 per device

REF #: S-269**TITLE: DOCUMENT CERTIFICATION****CURRENT FEE**

None

RECOMMENDED FEE

\$12 per document

REF #: S-270**TITLE: NOTARY PUBLIC SERVICES****CURRENT FEE**

\$10 per signature

RECOMMENDED FEE

\$15 per signature

This fee is set by the State

REF #: S-271**TITLE: CANDIDATE PROCESSING****CURRENT FEE**

None

RECOMMENDED FEE

\$25 per candidate

This fee is limited by the State

**CITY OF OXNARD
FEE COMPARISON REPORT
FY 2016-2017**

REF #: S-272**TITLE: INITIATIVE PROCESSING****CURRENT FEE**

None

RECOMMENDED FEE

\$200 per initiative

Fee is to be refunded to the filer if, within one year of the date of filing the notice of intent, the elections official certifies the sufficiency of the petition.

This is the maximum allowed under State law (Elections Code section 9202(b)).

This fee is limited by the State.

REF #: S-273**TITLE: AGENDA SUBSCRIPTION SERVICE****CURRENT FEE**

Small Packet - \$42
Full Packet - \$425

RECOMMENDED FEE

This service is no longer provided.



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: April 17, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in dark ink, appearing to read "S. Whitney".

FROM: Jim Throop
Chief Financial Officer

Jim Throop

SUBJECT: Priority Based Budgeting Presentation. (10/10/5)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, 385-7475

RECOMMENDATION:

That the City Council receive a presentation from Resource X on its Priority Based Budgeting system and the first phase of the process (data collection).

BACKGROUND

The City Council, in its strategic priority setting session of FY2015, agreed that a new type of budget system review should be implemented – Priority Based Budgeting (PBB).

Per Council direction, the City will begin implementing a priority based budgeting system. This new process is designed to allow the City to analyze and ‘score’ its priorities, thus enabling the City Council to better prioritize its limited financial resources.

Currently over 180 communities across the nation have either completed PBB implementation, or are in the process of the implementation. Over 16 cities in California have currently adopted the use of PBB.

The implementation is designed over a 3-year cycle. For FY2017-18, the first phase will tackle the collection and analysis of data from all departments concerning the current budgeting of programs. Phase 2, FY2018-19, will be the implementation of the PBB software and initial

Priority Based Budgeting Presentation (10/10/5)

April 17, 2018

Page 2

scoring of current programs. Phase 3, FY2019-20, will be the final phase where the City Council will begin to use the PBB system prioritize the City's financial resources per the scoring criteria built-in to the software.

FINANCIAL IMPACT

Other than staff time needed to gather the information, no additional funding is currently needed.



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: April 17, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Senate Bill 1 (SB1) Road Maintenance and Rehabilitation Account (RMRA)
Funding and Project List. (5/5/5)

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

RECOMMENDATION:

That City Council adopt a resolution approving the Fiscal Year 2018-2019 project list for Senate Bill 1 (SB 1) Road Maintenance and Rehabilitation Account (RMRA) funding.

BACKGROUND

On March 29, 2017, the Governor and State legislative leadership announced an agreement on a transportation funding package. The State Legislature passed Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017, on April 6, 2017, which was approved by the Governor on April 28, 2017. SB 1 creates the Road Maintenance and Rehabilitation Account (RMRA) and increases fuel taxes and vehicle registration charges to provide an estimated \$52.4 billion of new revenues for over ten years. The City of Oxnard may only spend RMRA funds for roadway rehabilitation purposes.

In Fiscal Year 2017-18, the City Council allocated all \$1,800,000 of the City's RMRA funding to resurfacing the Auto Center commercial area. That work is scheduled to begin construction in late summer 2018. In Fiscal Year 2018-19, the City is estimated to receive \$3,450,272 in RMRA funds. Last year's allocation was smaller than the 2018 allocation due to the new gas tax beginning in November 2017 and only being collected for eight months. The FY 2018-19

SB1 Road Maintenance & Rehabilitation Account (RMRA) Funding & Project List (5/5/5)

April 17, 2018

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estimate reflects the full 12 months of collection.

According to the Road Repair and Accountability Act of 2017 Local Streets and Roads Funding Program 2018 Annual Reporting Guidelines, local jurisdictions are required to provide the California Transportation Commission (CTC) with a resolution adopted by the City Council by May 1, 2018, to receive the annual funding. This resolution must include a list of the projects to be completed by that jurisdiction in the upcoming fiscal year using RMRA funding. Staff recommends that the City Council adopt the attached resolution identifying the following projects:

Rice Avenue	\$2,050,272
Cooper Road	<u>\$1,400,000</u>
FY 2019 Total	\$3,450,272

The required criteria for CTC project approval and funding is to have a description of each project, location of each project, the proposed schedule for each project's completion, and the estimated useful life of the project.

STRATEGIC PRIORITIES

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

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

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

FINANCIAL IMPACT

Funding from multiple sources, including estimated \$3,450,272 of SB 1 funds for the Rice Avenue and Cooper Road Roadway Resurfacing projects, are included in the Proposed CIP Budget for Fiscal Year 2018-2019.

ATTACHMENTS:

Attachment A - Resolution

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF OXNARD ADOPTING A LIST OF PROJECTS FOR
FISCAL YEAR 2018-19 FUNDED BY SB 1: THE ROAD
REPAIR AND ACCOUNTABILITY ACT OF 2017**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Oxnard (City) are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and

WHEREAS, the City must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, in Fiscal Year 2017-18, the City Council allocated the City's \$1,800,000 of RMRA funding to resurfacing the Auto Center commercial area; and

WHEREAS, the City will receive an estimated \$3,450,272 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

WHEREAS, this is the second year in which the City is receiving SB 1 funding, enabling the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used its pavement management system to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

Resolution No. _____

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WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate two roadways throughout the City in 2018-2019 and hundreds of similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in "poor" condition;

WHEREAS, this revenue will help the City increase the overall quality of its road system and over the next decade should bring the City's streets and roads into a 63 condition; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls, and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions, helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time, which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

Section 1: The Council hereby finds and determines that the foregoing recitals are true and correct.

Resolution No. _____

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Section 2: The City is adopting the following list of projects planned to be funded in Fiscal Year 2018-19 with Road Maintenance and Rehabilitation Account revenues:

Description: Rice Avenue Roadway Rehabilitation

Location: Rice Avenue from US Highway 101 to Fifth Street

Estimated Useful Life: 15 years

Proposed Schedule:

Bid for Construction in June 2018

Begin construction in August 2018

Complete construction in December 2018

Anticipated Year of Construction: 2018

Description: Cooper Road Roadway Rehabilitation

Location: Cooper Road from Oxnard Boulevard to Juanita Avenue

Estimated Useful Life: 15

Proposed Schedule:

Bid for construction in December 2018

Begin construction in March 2019

Complete construction in June 2019

Anticipated Year of Construction: 2019

Section 3: This Resolution shall take effect on the day it is adopted.

Section 4: The City Clerk shall certify as to the adoption of this Resolution.

Resolution No. _____

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PASSED, APPROVED and ADOPTED this _____ day of April, 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