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, 305 West Third Street 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.ci.oxnard.ca.us.

CITY OF OXNARD CALIFORNIA

AGENDA

OXNARD CITY COUNCIL
*OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
*OXNARD FINANCING AUTHORITY
*OXNARD HOUSING AUTHORITY
Regular Meetings
Meeting Location: City Council Chambers, 305 West Third Street, Oxnard
Teleconference Location: The Mayflower Hotel, 1127 Connecticut Avenue NW, Washington DC 20036 (Mezzanine Level)
February 23, 2016
4:30 P.M. Closed Session
6:00 P.M. Opening Ceremonies

A. ROLL CALL/POSTING OF AGENDA

*** The Oxnard Community Development Commission Successor Agency, the Oxnard Financing Authority and the Oxnard Housing Authority will not meet because there are no items requiring consideration on this date.**

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 - Please see Page 5 for a description of closed session items.

D. OPENING CEREMONIES – 6:00 P.M.

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating February 27, 2016, as "Volunteer Income Tax Assistance Program" Day.

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.ci.oxnard.ca.us.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (30 Minutes)

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. 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 any 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. The presiding officer shall limit public comments to three minutes.

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Conflict of Interest Code Amendment. (001)
RECOMMENDATION: Adopt a resolution repealing Resolution No. 14,456 and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act.
Legislative Body: CC Contact: Stephen Fischer Phone: 385-7483

City Clerk Department

2. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for January 12, 19, and 26, and February 2, 2016. (028)
RECOMMENDATION: Approve.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

3. SUBJECT: Agreements for City Council Review. (051)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Public Works Department

4. SUBJECT: Department of Resources Recycling and Recovery (CalRecycle) Payment Programs. (056)
RECOMMENDATION: 1) Adopt a resolution authorizing the City Manager or designee to submit to CalRecycle applications for various payment programs to encourage and enhance recycling in Oxnard; and 2) Authorize the City Manager or designee to appropriate the funds upon receipt.
Legislative Body: CC Contact: Daniel Rydberg Phone: 385-8280

J. PUBLIC HEARINGS – 6:15 P.M.

Development Services Department

1. SUBJECT: Planning and Zoning Permit No. 15-681-01 (Historical Landmark No. 175) J.A. Swartz Residence, 636 West Fifth Street. Filed by Cynthia Thompson on Behalf of Daryl S. Cruser, Property Owner. (059)
RECOMMENDATION: Adopt a resolution upholding the City of Oxnard Cultural Heritage Board's recommendation to designate property known as J.A. Swartz Residence, located at 636 West Fifth Street, as Ventura County Historical Landmark No. 175.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7858

K. APPOINTMENT ITEMS

L. REPORTS

City Manager Department

1. SUBJECT: Amendment #2 to Agreement for Accounting Services with Eadie & Payne, LLP. (116)
RECOMMENDATION: 1) Amendment 2 of the Agreement for Accounting Services with Eadie & Payne, LLP (A-7819), based on the scope of services described in Attachment A in the amount of $194,000; and 2) An appropriation of $194,000 from the General Fund balance. Audit costs will be distributed to other funds as part of the indirect cost allocation currently being prepared by Revenue and Cost Specialists.
Legislative Body: CC Contact: Maria Hurtado Phone: 385-7430

Fire Department

2. SUBJECT: Regional Emergency Response Operations Agreement. (125)
RECOMMENDATION: 1) Approve and authorize the Fire Chief to execute a Regional Emergency Response Operations Agreement (A-7863) for countywide emergency response operations between the City of Oxnard, the cities of Ventura, Fillmore, Santa Paula and Ventura County Fire Protection District ; 2) Authorize the Fire Chief to sign any future amendments to Agreement No. A-7863 that may arise from time to time, provided that they do not increase the cost of Agreement to the City of Oxnard; and 3) Authorize the Fire Chief, or designee, to enter into an Operational Plan, referred to in the Agreement, and to update it annually, as needed, pursuant to the terms of the Agreement.
Legislative Body: CC Contact: Bryan Brice Phone: 385-8369

Development Services Department

3. SUBJECT: Exception to CalPERS 180 Day Wait Period for Appointment of a Retired Annuitant to Perform Limited Term Specialized Project Work. (136)
RECOMMENDATION: Adopt a resolution approving an exception to the CalPERS 180 day wait period for Cynthia Daniels.
Legislative Body: CC Contact: Tabin Cosio Phone: 385-7590

City Manager Department

4. SUBJECT: Summary of 2015 Dallas Cowboys Training Camp and Approval of Lease Agreement A-7866 for 2016 Los Angeles Rams Spring Practice. (141)
RECOMMENDATION: 1) Receive a report summarizing the 2015 Dallas Cowboys Training Camp; and 2) Approve agreement A-7866 with the Los Angeles Rams to hold Spring Practice at River Ridge Fields.
Legislative Body: CC Contact: Scott Whitney Phone: 385-7430

Police Department

5. SUBJECT: Verbal Report on Citywide Gang Violence Prevention Efforts.
RECOMMENDATION: Receive a verbal report on the various enforcement, intervention, and prevention efforts being utilized by the Police Department and Recreation Department to address gang violence within the City.
Legislative Body: CC Contact: Jeri Williams Phone: 385-7624

M. 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.

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

O. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

P. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. STUDY SESSION

C. CLOSED SESSION – Continued From Page 1

1. **CONFERENCE WITH LABOR NEGOTIATOR.**

CC (Government Code Section 54957.6(a))

City's Designated Representatives: J. Tabin Cosio, Director of Human Resources and Jon Holtzman, City's labor attorney.
Unrepresented Employee: City Attorney

The Human Resources Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Labor Negotiators. The purpose of the closed session is for the City Council to provide instructions to the City's negotiators.

2. **PUBLIC EMPLOYEE APPOINTMENT.**

CC (Government Code Section 54957(b)(1))
Title: City Attorney

The Human Resources Director requested that this item be discussed in closed session under the Brown Act exception pertaining to appointment of a public employee.

3. **CONFERENCE WITH LEGAL COUNSEL – LABOR NEGOTIATIONS.**

CC Agency designated representatives: J. Tabin Cosio, Director of Human Resources; and Jon Holtzman, City's labor attorney. Employee organizations: International Association of Firefighters, AFL-CIO (**IAFF**), Local No. 1684; Oxnard Peace Officers' Association (**OPOA**); Service Employees International Union CTW, CLC, Local 721 (**SEIU Local 721**); International Union of Operating Engineers AFL-CIO, Local No. 501 (**IUOE Local 501**); Oxnard Public Safety Management Employees' Association (**Police Unit**); Oxnard Public Safety Management Employees' Association (**Fire Unit**); and Oxnard Mid-Managers' Association (**OMMA**); **Unrepresented employees**: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Economic Development Director, I.T. Director, Library Director, Police Chief, Utilities Director **(Department Directors)**; Assistant City Attorney, Assistant Director of Human Resources, Community Relations and Public Affairs Manager, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (C) (**Confidential Mid-Managers**); Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Legal Secretary (C65), Senior Administrative Secretary (C55), Senior Benefits Coordinator (C75), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (**Confidential Employees**); unrepresented Limited Benefit Employees.

The Human Resources Director requested that this item be discussed in closed session pursuant to Government Code section 54957.6. The purpose of the closed session is for the City Council to review the status of negotiations and to provide instructions to the City's negotiators regarding salaries, salary schedules and compensation paid in form of fringe benefits for employees represented by the employee organizations identified above and for employees unrepresented, and other matters within the scope of representation for represented employees.

R. ADJOURNMENT

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

DATE: February 23, 2016

TO: City Council

FROM: Stephen Fischer, Interim City Attorney

SUBJECT: Conflict of Interest Code Amendment

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

RECOMMENDATION

That City Council adopt a resolution repealing Resolution No. 14,456 and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act.

DISCUSSION

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 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.

FINANCIAL IMPACT

None.

ATTACHMENTS

Attachment #1 – Resolution with Conflict of Interest Code attached
#2 – 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. 14,456 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 11, 2014, 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 February 23, 2016, 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. 14,456.

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.

SECTION 4. On or before March 1 of each year the City Clerk shall make copies of the amended Conflict of Interest Code, together with copies of applicable forms and instructions, and shall transmit them to all persons known or expected to be required to file Annual Statements of Economic Interests (Form 700). The City Clerk shall make reasonable efforts to encourage such persons to file such statements by the April 1 deadline and to prepare such statements in proper form. The City Clerk shall make other types of forms and information available as needed for statements other than the Annual Statements of Economic Interests.

ATTACHMENT NO. 1
PAGE 1 OF 13

SECTION 5. No later than July 1, 2018, the City Attorney in consultation with the City Manager shall review the amended Conflict of Interest Code adopted pursuant to this Resolution and if a change in the Code is necessitated by changed circumstances submit an amended Conflict of Interest Code in accordance with subdivision (a) of Section 87306 and Section 87303 of the Act to the City Council for review and possible adoption.

SECTION 6. The amended Conflict of Interest Code shall take effect March 1, 2016.

PASSED AND ADOPTED THIS 23rd day of February, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

ATTACHMENT NO. 1
PAGE 2 OF 13

Exhibit A

CITY OF
OXNARD
CALIFORNIA

CITY OF OXNARD
CONFLICT OF INTEREST CODE

FEBRUARY 2016

300 West Third Street
Oxnard, California 93030

ATTACHMENT 1
EXHIBIT A
PAGE 3 OF 13

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.)

ATTACHMENT 1
EXHIBIT A
PAGE 4 OF 13

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.

ATTACHMENT 1
EXHIBIT A
PAGE 5 OF 13

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

ATTACHMENT 1
EXHIBIT A
PAGE 6 OF 13

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
City Manager's Office	
Maintenance Services Manager	2, 3, 5
Management Analyst III	4
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
System Administrator	5
Community Development Department	
Economic Development Director	1, 2
Management Analyst II	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
Plan Check Engineer	3, 5, 6
Supervising Civil Engineer	3, 5, 6
Junior Civil Engineer	3, 5, 6
Supervising Building Inspector	3, 5, 6

ATTACHMENT 1
EXHIBIT A
PAGE 7 OF 13

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Development Services Department	
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
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
CUPA Coordinator	5, 6
EMS Coordinator	5
Disaster Preparedness Coordinator	5

ATTACHMENT 1
EXHIBIT A
PAGE 8 OF 13

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
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
Assistant Director of Human Resources	5
Human Resources Manager	5
Workers' Compensation Manager	5
Library Department	
Cultural & Community Services Director	1, 2
Library Director	1

ATTACHMENT 1
EXHIBIT A
PAGE 9 OF 13

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Library Department	
Library Services Supervisor	5
Library Circulation Supervisor	5
Library System Analyst	5
Management Analyst I	5
Recreation and Community Services Department	
Leisure & Recreation Superintendent	1, 2
Management Analyst III	5, 6
Recreation Supervisor	5, 6
Community Services Manager	5, 6
Management Analyst I/II	5, 6
Police Department	
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

ATTACHMENT 1
EXHIBIT A
PAGE 10 OF 13

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Public Works Department	
Public Works Director	1, 2
Design and Construction Services Manager	1, 2
Traffic Engineer	1, 2
Management Analyst II/II	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
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

ATTACHMENT 1
EXHIBIT A
PAGE 11 OF 13

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Public Works Department	
Utilities Finance Officer	5
Water Division Manager	2, 5, 6
Wastewater Division Manager	2, 5, 6
Members of Boards, Committees & Commissions	
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
Members of Boards, Committees & Commissions	
Measure "O" Citizen Oversight Committee Member	1, 2
Miscellaneous	
Performing Arts Center Manager	5
Consultants and New Positions[2]	1, 2
Acting Positions	Subject to same disclosure requirements as position performed

[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.)

ATTACHMENT 1
EXHIBIT A
PAGE 12 OF 13

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Miscellaneous	
Interim Positions	Subject to same disclosure requirements as position performed

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)

ATTACHMENT 1
EXHIBIT A
PAGE 13 OF 13

CITY OF

OXNARD

CALIFORNIA

CITY OF OXNARD

CONFLICT OF INTEREST CODE

FEBRUARY ~~2014~~2016

300 West Third Street
Oxnard, California 93030

ATTACHMENT NO. 2
PAGE 1 OF 12

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.)

ATTACHMENT NO. 2
PAGE 2 OF 12

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 ~~18701~~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)

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 Treasurer's Office	
Revenue Account Manager	6
City Manager's Office	
Assistant City Manager	1, 2
Deputy City Manager	1, 2
~~Special Assistant to City Manager~~	~~1, 2~~
Facilities Maintenance Supervisor	5
Fleet Services Operations Manager	5
Fleet Services Mechanic Supervisor	5
Geographic Information Systems Coordinator	5
Information Technology Director	5
Legislative Affairs Manager	1, 2

ATTACHMENT NO. 2
PAGE 4 OF 12

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Maintenance Services Manager	2, 3, 5
City Manager's Office	
Management Analyst III	4
Network Services Coordinator	5
Parks Maintenance Supervisor	5
Parks Manager	2, 3, 5
Project Manager	2, 3, 4
Public ~~Information Officer~~Relations & Community Affairs Manager	1, 2
System Administrator	5
Community Development Department	
Economic Development Director~~Redevelopment Services Manager~~	1, 2~~, 3~~
~~Redevelopment Project Manager~~	~~2, 3~~
Management Analyst II	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
Plan Check Engineer	3, 5, 6
Supervising Civil Engineer	3, 5, 6

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Junior Civil Engineer	3, 5, 6
Supervising Building Inspector	3, 5, 6
Development Services Department	
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
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
CUPA Coordinator	5, 6
EMS Coordinator	5

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Disaster Preparedness Coordinator	5
Housing Department	
Housing Director	1, 2
Accounting Manager	1
Housing Department	
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
Assistant Director of Human Resources	5
Human Resources Manager	5
Workers' Compensation Manager	5
Library Department	

ATTACHMENT NO. 2
PAGE 7 OF 12

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Cultural & Community Services Director	1, 2
Library Director	1
Library Services Supervisor	5
Library Circulation Supervisor	5
Library System Analyst	5
Management Analyst I	5
Recreation and Community Services Department	
Leisure & Recreation Superintendent	1, 2
Management Analyst III	5, 6
Recreation Supervisor	5, 6
Community Services Manager	5, 6
Management Analyst I/II	5, 6
Police Department	
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

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Public Works Department	
Public Works Director	1, 2
Design and Construction Services Manager	1, 2
Traffic Engineer	1, 2
Management Analyst II/II	5
Water Programs Manager	5
Public Works Department	
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
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

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Utilities Director	1, 2
Utilities Finance Officer	5
Water Division Manager	2, 5, 6
Wastewater Division Manager	2, 5, 6
Members of Boards, Committees & Commissions	
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
Members of Boards, Committees & Commissions	
Measure "O" Citizen Oversight Committee Member	1, 2
Miscellaneous	
Performing Arts Center Manager	5
Consultants and New Positions[2]	1, 2
Acting Positions	Subject to same disclosure requirements as position performed

[2] Individuals providing services as a "consultant," as that term is defined in section ~~18701~~ 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.)

ATTACHMENT NO. 2
PAGE 16 OF 12

DESIGNATED POSITIONS	DISCLOSURE CATEGORIES ASSIGNED
Interim Positions	Subject to same disclosure requirements as position performed

ATTACHMENT NO. 2
PAGE 11 OF 12

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)

ATTACHMENT NO. 2
PAGE 12 OF 12

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

DATE: February 23, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Martinez, City Clerk DM

SUBJECT: Approve Minutes of the Regular Meetings of the Oxnard City Council for January 12, 19, and 26 and February 2, 2016

CONTACT: Daniel Martinez, City Clerk
Daniel.Martinez@ci.oxnard.ca.us, 805-385-7805

RECOMMENDATION

Approve.

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
January 12, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:32 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:33 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(2). The purpose of the closed session is for the City Council to consider whether to allow the late claim for damages of Ivan Covaarrubias for be filed: Re the Late Claim Application of Ivan Covarrubias City Attorney Claim No. 2015-0173.

At 6:05 p.m. the City Council reconvened and recessed to the evening session. The City Council decided by a unanimous vote to deny the application of Ivan Covarrubias to present a claim for damages against the City beyond the six-month filing period provided by Government Code section 911.2(a).

D. OPENING CEREMONIES

At 6:05 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Diane Arnold and Richard Bryan, former City employee. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Bryan Brice, Fire Chief; Joseph Lillio, Chief Financial Officer; Tabin Cosio, Human Resources Director; Keith Brooks, IT Director; Kymberly Horner, Economic Development Director; Arturo Castillo, Housing Director; Ashley Golden, Development Services Director; Daniel Rydberg, Utilities Director; Todd Vasquez-Housley, Interim Deputy Public Works Director and Michael More, Financial Resources Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of January 2016 as "Big Brother, Big Sister Mentoring Month."
   DISCUSSION: Mayor Flynn introduced Lynn West, CEO Big Brother & Big Sister of Ventura County, who invited the community to get involved with the youth who need this service. Mayor Flynn commented on the importance of being involved with the youth of the community.

DRAFT

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received opposing the proposed utility rates: Phil Molina; Al Velasquez; Ventura Fernandez; Jim Millstead; Aaron Starr and George Miller.

Comments were received from: Woodrow Thomas (claims); Pat Brown (truck routes); Steve Nash (downtown development planning); David Moorman (parking issues) and Larry Stein, (utility rate assistance program and opening of East Village Park).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comment was received from: Utilities Director (I-3).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for December 1 and 8, 2015: and Minutes of the Special Meetings of the Oxnard City Council for December 9 and 10, 2015. (001)
   RECOMMENDATION: Approve.

Recreation and Community Services Department

2. SUBJECT: Senior Services Contribution Awards to Agencies. (017)
   RECOMMENDATION: 1) Approve the Senior Services Commission's (SSC) recommended distribution of $44,600 from the General Fund for Senior Services Contribution Awards to ten agencies providing services to seniors; 2) Direct the Interim Recreation Superintendent to notify recipients of Senior Services Contribution Awards; 3) Authorize the Interim Recreation Superintendent to execute a letter of agreement for each recipient; and 4) Authorize the Chief Financial Officer to make disbursements in accordance with the letter agreements.

Utilities Department

3. SUBJECT: Agreement with Hopkins Groundwater Consultants, Inc. for Hydrogeologic Design, Technical Review, and Consulting Support Services. (023)
   RECOMMENDATION: Approve and authorize the Mayor to execute a Consulting Services Agreement with Hopkins Groundwater Consultants, Inc. (A-7848) for Hydrogeologic Design, Technical Review, and Consulting Support Services for a three year term in an annual amount of $250,000 for a total contract amount not to exceed $750,000.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended (Ramirez/Padilla) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

DRAFT

J. PUBLIC HEARINGS

At 7:19 p.m., Councilmember Perello left the meeting due to possible conflict of interest.

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Development Services Department

2. SUBJECT: Planning and Zoning Permit (PZ) Nos. 15-300-07 (Final Subdivision Map for Tract No. 5672-1); and 15-670-01 (First Amendment to Development Agreement) for Property Located on the Northwest Corner of Ventura Road and Vineyard Avenue. Filed by Ravello Holdings, 211 Village Commons, Suite 11 Camarillo, CA 93012 (for Development Agreement) and City of Oxnard (Tentative Subdivision Map for Tract No. 5672). (063)
RECOMMENDATION: 1) Adopt **Resolution No. 14,886** approving Planning and Zoning Permit No. 15-300-07 (Final Subdivision Map for Tract 5672-1) for the property located on the northwest corner of Ventura Road and Vineyard Avenue, subject to certain findings and conditions; and 2) Approve the first reading by title only and subsequent adoption of **Ordinance No. 2899** approving Planning and Zoning Permit No. 15-670-01 (First Amendment to Development Agreement No. A-7121) for the project known as Devco, filed by Ravello Holdings, LLC.
DISCUSSION: The Development Services Director reviewed the reasons for approving Final Subdivision Map and first amendment to Development Agreement which would include additional payment to the City and levee improvements.

Ed Casey, applicant counsel, and Sandy Smith, commented on the requested changes to Development Agreement including off-site improvements, flood control, municipal fees to be paid and community outreach.

The Interim City Attorney commented on development rights and requirements to approve of the final map.

The following individuals opposed the development: Aaron Green; Irene Rauschenberger; Vickie Bowber; Jim Lavery; Jackie Tedeschi; Pat Brown; Steve Nash and Irma Lopez.

ACTION: Close the public hearing (Ramirez/Padilla) unanimously.

DISCUSSION: The City Council commented on: development standards, property owner's rights, past approval of development rights and development benefits.

ACTION: Approved as recommended (Ramirez/Padilla). Ayes: MacDonald, Padilla, Flynn and Ramirez. Absent: Perello.

At 8:55 p.m., Councilmember Perello returned to the meeting.

RECESS

At 8:55 p.m., the City Council recessed and at 9:01 p.m. the City Council reconvened.

DRAFT

L. REPORTS

City Attorney Department

4. SUBJECT: Ordinance Prohibiting Marijuana Activities. (055)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance imposing an express prohibition on marijuana cultivation, deliveries and dispensaries within the City.
DISCUSSION: The Interim City Attorney reviewed legal issues (Proposition 215 and recent State actions) including cultivation and delivery issues.

At 9:06 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided.

The following individuals opposed the proposed Ordinance: Risea Horewitz; Edgar Castellanos; Chelsea Sutula; Fernando Negrete; Joel Perkins; Michella Ortga; Monica Lindsay; Stanlee Cox; Marcie Jenning; Mari Scott; Lianne Alvarez; Federico Ortiz; Woodrow Thomas; George Miller; Daniel Elkanica; Jackie Tedeschi; Cassandra Carrillo; Larry Stein and Jeff Kroll.

The following individual supported the proposed Ordinance: Pat Brown.

At 9:18 p.m., Mayor Flynn returned to the meeting and presided.

The City Council discussed: proposed State law; control of local government; having a regional approach; negative impacts and possible municipal options.

ACTION: Moved to deny the recommendation (Perello/Padilla) Ayes: Padilla and Perello. Noes: Flynn, Ramirez and MacDonald. Motion failed. Approved as recommended, **Ordinance No. 2898**. (Flynn/Ramirez) Ayes: Flynn, Ramirez and MacDonald. Noes: Padilla and Perello.

J. PUBLIC HEARINGS

Housing Department

3. SUBJECT: Extremely-Low to Low-Income Needs Assessment – FY 2016-17 Annual Action Plan.
RECOMMENDATION: Continue to January 26, 2016.
ACTION: Approved as recommended. (Ramirez/MacDonald) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

ACTION: The City Council voted to act on the remaining items L-1 and L-2 with L-3 which would be continued to a future date, unanimously.

K. APPOINTMENT ITEMS

DRAFT

L. REPORTS

Finance Department

1. SUBJECT: Agreement with NBS for Administration of Maintenance Assessment Districts. (257)
RECOMMENDATION: 1) Approve a one-year agreement with NBS (7281-15-FN) for the administration of Maintenance Assessment Districts (MADs); and 2) Approve a budget appropriation in the amount of $59,900 to allocate the administrative costs to the MADs.
DISCUSSION: The Finance Director and Financial Resources Manager commented on: the "work" performed by NBS; the selection of NBS for administrative duties for assessment districts; not using "internal City" personnel for this proposed district assessment work and reasons to use consultants for the assessment districts.

   The City Manager and Interim City Attorney reviewed possible impact to the general fund.

   Pablo Perez, NBS, reviewed possible service options which would be selected by each individual assessment districts.

   Public comments received from: Larry Stein and Michael Gleason.

   The City Council discussed: landscape service options of the neighborhoods which have assessment districts; City owned property options; administrative services to be provided by NBS and responsibility of assessment districts.

   ACTION: Approved as recommended (Padilla/Perello). Ayes: Padilla, Perello, Flynn and Ramirez. Noes: MacDonald.

2. SUBJECT: Second Amendment to Agreement with NBS for Consulting Services - Maintenance Assessment Districts. (281)
RECOMMENDATION: 1) Approve a second amendment to Agreement with NBS (7117-15-FN) in the amount of $87,960 for consulting services related to the completion of the engineer reports for the Maintenance Assessment Districts (MADs); and 2) Approve a budget appropriation in the amount of $87,960 to allocate this agreement to the MADs.
DISCUSSION: The Finance Director and Financial Resources Manager commented on: "work" performed by NBS and the reasons to use consultants for the assessment districts.

   Public comments received from: Larry Stein and Michael Gleason.

   The City Council discussed services to be provided by NBS.

   ACTION: Approved as recommended (Padilla/Perello). Ayes: Padilla, Perello, Flynn and Ramirez. Noes: MacDonald

3. SUBJECT: Recommendations Regarding the Use of One-Time Successor Agency Loan Proceeds. (299)
RECOMMENDATION: Discuss and approve the recommended use of a portion of the one-time funds received from the Successor Agency "(Agency)" loan proceeds.
ACTION: Continue to future date.

DRAFT

M. REPORT OF CITY MANAGER

The City Manager commented on staff's efforts of providing community outreach regarding the proposed "utility" rates and upcoming financial data (CAFER) that would be presented to the City Council

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed the following: Utility Rate Assistance Program (Ramirez); decision to have a full EIR on proposed fourth power plant (Ramirez); short-term rental of beach homes (Perello) and closing of Children's Museum (Flynn).

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 12:06 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

DRAFT

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
January 19, 2016

A. ROLL CALL/POSTING OF AGENDA

At 6:10 p.m., the regular meeting of the Oxnard City Council concurrently with the Oxnard Community Development Successor Agency convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Gregg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Stephen Fischer, Interim City Attorney; Bryan Brice, Fire Chief, Daniel Rydberg, Utilities Director; Todd Housley, Environmental Resources Manager; Ashley Golden, Development Services Director; Kymberly Horner, Economic Development Director and Lyn McGraw, Deputy City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. OPENING CEREMONIES

E. CEREMONIAL CALENDAR

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments received from: George Miller (Medical Marijuana); Woodrow Thomas (Social Security Administration/Governmental Cartels and tax increases); Martin Glatt (CFD –Seabridge) Morey Navarro (pot holes and re-routing of trucks); Al Velasquez (addressing point of order rules/update on agreement between City and Board of Supervisors regarding the Harbor and finances); Dale Dean, (Assessment Districts); Ventura Fernandez, (illegal parking issues - Southwinds); Larry Barbarene (introduced his journalism students who are doing article on tonight's meeting); Pete Placencia (Support for La Colonia Boxing Gym) and Lawrence Stein (public records requests).

G. REVIEW OF INFORMATION/CONSENT AGENDA

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

I. INFORMATION/CONSENT AGENDA

J. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The Deputy City Clerk reported on publication and that there were 41 written communications received.

Utilities Department

1. SUBJECT: Utility Enterprise Financial Policy, Utility Rate Assistance Program and Public Hearing on Ordinances to Continue and Establish Water, Wastewater and Solid Waste User Fees and Charges. (001)

RECOMMENDATION: 1) Hold a public hearing to receive public testimony and consider all protests concerning the adoption of ordinances continuing and establishing certain water, wastewater and solid waste user fees and charges; 2) Adopt Resolution No. 14,887 setting financial policy for the Environmental Resources (Solid Waste), Water, and Wastewater Utility Enterprises; 3) Receive a report on the options for a potential program to provide financial assistance on City utility bills and provide direction to staff on which option to pursue; 4) Approve the first reading by title only and subsequent adoption of Ordinance No. 2900 continuing and establishing water user fees and charges; 5) Approve the first reading by title only and subsequent adoption of Ordinance No. 2901 continuing and establishing wastewater user fees and charges; and 6) Approve the first reading by title only and subsequent adoption of Ordinance No. 2902 continuing and establishing solid waste user fees and charges.
DISCUSSION: The City Manager and Utilities Director commented on: the need for the proposed rate increase; reviewing facilities (including debt coverage, operations & maintenance; capital improvements); future master planning of municipal facilities; use of imported water and presentation of current facilities conditions.

Phillip Curls, First Southwest Company (City's Financial Advisor), explained the City's bond (S&P) rating and that interest rates would increase for future bonds if the bond rates were downgraded including possible call of bonds.

Public Comments Received from: George Miller; Woodrow Thomas Sr.; Olga Gabrie; Elaine Alarcon-Totten; John Jay; Harold Ceja; Aaron Starr; Alicia Percell; Darrell Harvey; Angel Hernandez; Terry Judge; Aldo Cecena; John Adamson; Manuel Herrera; Lyle Elliot; Al Velasquez; Ventura Fernandez; Steve Klinger; Larry Ullrich; David Morman; Patricia Ramirez; David Littell; Adel Eldakar; Jose Zecua; Kellie Morse; Clarence Reeves; Larry Stein; Francine Castanon; Torch Rivera; Diana Goulet; Jorge Bernal; Debra Taylor; Walter Ontiveros; Lenin Perez; Pete Weinerth; Senaida Hernandez; Albert Valentini; Bryan Patino; Robert Cruz; Wayne Dey and Edward Castillo.

The Environmental Resources Manager reviewed the City's management of the Environmental Resources Facility.

Robert Saperstein, City's Special Counsel on Water Issues, commented on the value of "water credits", current rules and development of market for "water" allocations.

The City Council discussed several issues including: implementation of an assistance program; adjustment of contract/rates for Camarillo residents receiving utility service; adjusting proposed "utility" rate increases; creating a "ceiling" for rate increases; municipal credit ratings and the level of municipal "utility service" that should be provided to the community.

ACTION: Close the public hearing (Flynn/Ramirez) unanimously. The City Clerk reported that not enough protest letters were received to stop the establishment of Water, Wastewater and Solid Waste User Fees and Charges.

Adopt **Resolution No. 14,887** setting financial policy for the Environmental Resources (Solid Waste), Water, and Wastewater Utility Enterprises (MacDonald/Ramirez). Moved to have quarterly reports and rescinding of utility rate increases if goals are "not" met (Perello). Motion died due to lack of second. Moved to amend motion to add "that a report (performance plan) be provided within a month on how the goals and objections of the utility rates are being measured" (completion), (Flynn/Ramirez) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

Approve the first reading by title only and subsequent adoption of **Ordinance No. 2900** continuing and establishing water user fees and charges (Padilla/Ramirez) Ayes: Padilla, Perello, Flynn and Ramirez. Noes: MacDonald.

Approve the first reading by title only and subsequent adoption of **Ordinance No. 2901** continuing and establishing wastewater user fees and charges (Ramirez/Perello) Ayes: Perello, Flynn, Ramirez and Padilla. Noes: MacDonald.

Approve the first reading by title only and subsequent adoption of **Ordinance No. 2902** continuing and establishing solid waste user fees and charges. (Padilla/Ramirez) Ayes: Flynn, Ramirez, Padilla and Perello. Noes: MacDonald.

At 11:48 p.m. Councilman MacDonald left the meeting.

ACTION: The City Council voted to act on the remaining item L-1, unanimously with Councilman MacDonald absent.

K. APPOINTMENT ITEMS

RECESS

At 11:49 p.m., the City Council recessed while the Oxnard Community Development Successor Agency held a meeting and at 12:01 a.m. the City Council reconvened.

L. REPORTS

M. REPORT OF CITY MANAGER

1. SUBJECT: Receive Verbal Report on Oxnard Community Development Commission Successor Agency and Update Status of Redevelopment Activities in the City of Oxnard.
   RECOMMENDATION: Receive and consider report.
   DISCUSSION: The Economic Development Director invited the public to attend the Downtown Vision Plan (January 29 to February 2) which includes a public charrette, walking tour and new Urbanism Film Festival.
   ACTION: The City Council received the report.

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 12:07 a.m., the joint meeting with the Commission Development Commission Successor Agency concluded.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The Council discussed: the Martin Luther King march; Downtown Vision Plan; SOAR presentation; taping of Fiscal Task committee and the ramification of accepting State and federal grants.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 12:15 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

DRAFT

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
January 26, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:36 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager and Stephen Fischer, Interim City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments was received from: Martin Jones.

C. CLOSED SESSION

At 4:39 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54957.6 to review the status of labor negotiations and to recview its available funds and funding priorities for the purpose of providing instructions to the City's negotiations, J. Tabin Cosio, Director of Human Resources; Jon Holtzman and Burke Dunphy, City's labor attorneys, regarding the Employee organizations: International Association of Firefighters, AFL-CIO (**IAFF**), Local No. 1684; Oxnard Peace Officers' Association (**OPOA**); Service Employees International Union CTW, CLC, Local 721 (**SEIU Local 721**); International Union of Operating Engineers AFL-CIO, Local No. 501 (**IUOE Local 501**); Oxnard Public Safety Management Employees' Association (**Police Unit**); Oxnard Public Safety Management Employees' Association (**Fire Unit**); and Oxnard Mid-Managers' Association (**OMMA**); **Unrepresented employees**: Assistant City Manager, Chief Financial Officer, City Clerk, City Treasurer, Deputy City Manager, Development Services Director, Fire Chief, Housing Director, Human Resources Director, Economic Development Director, I.T. Director, Library Director, Police Chief, Utilities Director **(Department Directors)**; Assistant City Attorney, Assistant Director of Human Resources, Community Relations and Public Affairs Manager, Deputy City Attorney, Law Office Manager, Human Resources Manager, Workers' Compensation Manager, Management Analyst III (C) (**Confidential Mid-Managers**); Accountant II (C80), Accounting Technician (C67), Administrative Assistant (C70), Administrative Legal Assistant (C70), Administrative Legal Secretary I (C25), Administrative Legal Secretary II (C35), Administrative Legal Secretary III (C50), Administrative Secretary I (C15), Administrative Secretary II (C30), Administrative Secretary III (C40), Administrative Services Assistant (C70), Administrative Technician (C60), Employee Relations Coordinator (C67), Executive Assistant I (C80), Executive Assistant II (C85), Human Resources Technician (C70), Office Assistant I (C10), Office Assistant II (C20), Paralegal (C75), Safety Specialist (C72), Senior Administrative Legal Secretary (C65), Senior Administrative Secretary (C55), Senior Benefits Coordinator (C75), Senior Human Resources Coordinator (C75), Workers' Compensation Specialist (C69) (**Confidential Employees**); unrepresented Limited Benefit Employees.

The City Council also recessed to a closed session, pursuant to Government Code section 54957(b)(1), to consider appointment of a City Attorney.

DRAFT

At 6:21 p.m. the City Council reconvened and recessed to the evening session. No actions were reported regarding the appointment of the City Attorney.

D. OPENING CEREMONIES

At 6:23 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for Roberta Moraga, community resident. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Bryan Brice, Fire Chief; Joseph Lillio, Chief Financial Officer; Tabin Cosio, Human Resources Director; Daniel Rydberg, Utilities Director; Keith Brooks, IT Director; Ashley Golden, Development Services Director; Kymberly Horner, Economic Development Director and Arturo Castillo, Housing Director.

E. CEREMONIAL CALENDAR

1. SUBJECT: Employee of the Year
DISCUSSION: Mayor Flynn recognized Miguel Lopez as Employee of the Year who recognized his family and the support of City staff when accepting the award.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received regarding utility rate issues from: Martin Jones; Ventura Fernandez; Al Velasquez; Harold Ceja and Arron Starr.

Public comment was also received from: Pat Brown (truck traffic).

J. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 15-520-02 (Special Use Permit); 15-620-02 (General Plan Amendment) for the Property Located at 2311 Statham Boulevard; and 15-570-02 (Zone Change) for the Properties Located at 2311 Statham Boulevard and 2231-2274 Statham Boulevard. Filed by Pastor Fernando Franco with Victory Outreach Church on Behalf of Property Owner Gruny, LLC, P.O. Box 547, Port Hueneme, California 93044. (065)
RECOMMENDATION: 1) Adopt **Resolution No. 14,889** upholding the Planning Commission's approval of Planning and Zoning Permit No. 15-520-02 (Special Use Permit) for a church to operate at property located at 2311 Statham Boulevard, subject to the finding and conditions set forth in Planning Commission Resolution No. 2015-36; 2) Adopt **Resolution No. 14,890** upholding the Planning Commission's recommendation, relating to 2311 Statham Boulevard, to: (i) approve Planning and Zoning Permit No. 15-620-02 (General Plan Amendment) to change the existing General Plan land use designation from Industrial Light (ILT) to Industrial Limited (ILM); and (ii) amend the 2030 General Plan Land Use Map, subject to the findings and conditions set forth in Planning Commission Resolution No. 2015-37; and 3) Adopt **Ordinance No. 2903** upholding the Planning Commission's recommendation relating to 2231-2274 Statham

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Boulevard and 2311 Statham Boulevard to: (i) approve Planning and Zoning Permit No. 15-570-02 (Zone Change) to change the existing zoning designation from Light Manufacturing (M-1) to Limited Manufacturing (M-L); and (ii) amend the City of Oxnard Zoning Map to change the zoning designations, subject to the findings and conditions set forth in Planning Commission Resolution No. 2015-38.

DISCUSSION: The Development Services Director reviewed the proposed site improvements including use permit, parking and landscaping.

The Economic Development Director stated there was little vacancy in the area of the proposed site.

Franando Franco, applicant representing Victory Outreach; reviewed history of church, proposed site placement and need for a permanent church site.

Public comments were received from: Cruz Espinoza; Sara Lee; Julius Lee; Thomas Beverford; Michael Contreras; Denise Rubio; Sergio Campos; Sal Rodriguez; Yesenia Camacho; Gilbert Neri; Daniel Cabrera; Margaret Olmos; Pat Brown; Johnny Cortez; Frank Castannon; Rebecca Ortega; Al Velasquez; Eva Murillo; Arron Cortez; Franando Franco, Jr.; Elias Cerda; Adenidia Cartanda; Gregorio De La Santos; Woodrow Thomas and Arron Starr

ACTION: Close the public hearing (Ramirez/Padilla) unanimously.

DISCUSSION: The City Council discussed: site location; parking; community issues; property taxes; loss of industrial sites, zoning of adjacent properties and possible future complaints.

ACTION: Approved as recommended (Padilla/MacDonald) with amendment wording (Applicant acknowledges that this permit allows it to establish an assembly use in a zone with preexisting industrial uses and shall inform it's members, employees, tenants, successors and assigns that industrial uses exist in the vicinity of the subject property and that such uses may produce noise, vibrations, odors, and other impacts that may effect the assembly use of the subject property) (Perello/Flynn) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

RECESS:

At 8:43 p.m. the City Council recessed. At 8:51 p.m., the City Council reconvened.

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from Interim City Attorney (I-1); Development Services Director (I-3); (I-2(2)); City Manager, Chief Financial Officer and Utilities Director (I-6).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Al Velasquez (I-6); Ventura Fernandez; George Miller (I-6); Jim Lavery (I-3); Aaron Starr (I-6); Mari Scott (I-1); Alicia Perell (I-6); David Laufer (I-6); Bob Russell (I-1); Woodrow Thomas (I-1); Pat Brown (I-6) and Barbara Macri-Ortiz (I-6).

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I. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Adoption of Ordinance Prohibiting Marijuana Activities. (001)
RECOMMENDATION: Adopt **Ordinance No. 2898** imposing an express prohibition on marijuana cultivation, deliveries and dispensaries within the City. *

City Manager Department

2. SUBJECT: Agreements for City Council Review. (007)
RECOMMENDATION: Approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.#

Development Services Department

3. SUBJECT: Second reading and adoption of an ordinance approving Planning and Zoning Permit No. 15-670-01. (009)
RECOMMENDATION: Adopt **Ordinance No. 2899** (First Amendment to Development Agreement No. A-7121 for the project known as Devco, for Property Located on the Northwest Corner of Ventura Road and Vineyard Avenue. Filed by Ravello Holdings, LLC.)**

4. SUBJECT: First Amendment to Agreement with Planning & Energy/Entitlement Services. (011)
RECOMMENDATION: Approve the first amendment to the agreement with Planning & Energy/Entitlement Services (P&ES) (6487-17-DS) in the amount of $240,000 for on-call permit processing and planning services, which increases the total cost of the agreement to $480,000 over four years.

Police Department

5. SUBJECT: Memorandum of Agreement with the Oxnard Community K-9 Foundation, and Acceptance of Equipment in the Amount of $109,280.00. (019)
RECOMMENDATION: Adopt **Resolution No. 14,888** accepting a donation of three (3) Chevrolet Tahoe sport utility vehicles to the City of Oxnard, for use by the Oxnard Police Department's K-9 Unit, and authorizing the Mayor to execute a Memorandum of Agreement (MOA) with the Oxnard Community K-9 Foundation relating to the City's use of the same.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of I-2(1)#. (Ramirez/Perello) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez. *Noes: Perello only item I-1. **Abstain: Perello three only.

Utilities Department

6. SUBJECT: Ordinance No's 2900, 2901, and 2902 Regarding Utility Rates. (029)
RECOMMENDATION: 1) Adopt Ordinance No. 2,900 continuing and establishing water user fees and charges; 2) Adopt Ordinance No. 2,901 continuing and establishing wastewater user fees and charges; and 3) Adopt Ordinance No. 2,902 continuing and establishing solid waste user fees and charges. (029)

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DISCUSSION: The City Council discussed past City accounting practices; wait for a completed audit; re-establish citizen rate payer committee with peer review; report showing bond rate payments, operations/capital improvements and community outreach.

ACTION: 2) Adopt **Ordinance No. 2,901** continuing and establishing wastewater user fees and charges (Perello/Ramirez) Ayes: Padilla, Flynn, Ramirez and Perello. Noes: MacDonald;

1) Adopt **Ordinance No. 2,900** continuing and establishing water user fees and charges (Ramirez/Padilla) Ayes: Ramirez and Padilla. Noes: Perello, Flynn and MacDonald. Motion failed, and

3) Adopt **Ordinance No. 2,902** continuing and establishing solid waste user fees and charges (Padilla/Ramirez) Ayes: Ramirez and Padilla. Noes: Perello, Flynn and MacDonald. Motion failed.

J. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Housing Department

2. SUBJECT: Extremely-Low to Low-Income Needs Assessment – FY 2016-17 Annual Action Plan. (135)
RECOMMENDATION: Conduct the first Public Hearing to receive comments and provide direction to staff concerning such unmet needs as affordable housing, community development and homelessness of extremely-low to low-income persons residing in the City of Oxnard.
DISCUSSION: The Housing Director reviewed the Consolidated Plan (Community Development Block Grant, HOME Investment Partnership Program and Housing Emergency Solutions Grant), projected funding, spending costs and social service activities.

The Development Services Director stated an upcoming report would review the role of Code Compliance being proactive approach with the Housing Program and address "short-term housing rental" issue.

Public comments were received from: Sue Brinkmeyer; Eileen Tracy; Woodrow Thomas; David Lauper and Lucy Cartagena.

ACTION: Close the public hearing. (Perello/Padilla) unanimously.

DISCUSSION: The City Council discussed: spending of funds on target issues; housing stock issues; homelessness issues including next year's winter shelter; the "non-profit" selection process; short-term housing "rental" issue and use of Code Compliance.

ACTION: Conducted public hearing and provided direction to staff (Ramirez/Perello) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

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K. APPOINTMENT ITEMS

L. REPORTS

Development Services Department

1. SUBJECT: Change Order No. 126 for Security Paving Co. Inc. for Rice/101 Interchange. (143)
RECOMMENDATION: Approve and authorize the Mayor to execute Change Order No. 126 for Project Specification No. PW03-19 with Security Paving Co., Inc. (A-7228) to decrease the amount by $455,237 (a new total of $35,835,331.75) for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101.
ACTION: Continue to future date.

2. SUBJECT: Planning and Zoning Permit No. 15-650-01 (Street Naming), Ogden Court. (155)
RECOMMENDATION: Adopt a Resolution Approving the Request to Name a Currently Unnamed Street "Ogden Court".
ACTION: Continue to future date.

Finance Department

3. SUBJECT: Recommendations Regarding the Use of One-Time Successor Agency Loan Proceeds. (161)
RECOMMENDATION: Discuss and approve the recommended use of a portion of the one-time funds received from the Successor Agency "(Agency)" loan proceeds.
DISCUSSION: The Chief Financial Officer reviewed: creation of Successor Agency; repayment of City funds; approved projects (labor negotiation process and internal audit); replacement of vehicles and staffing assistance.

The IT Director reviewed Information Technology projects including "public records" requests and paying fees.

The Human Resources Director spoke regarding staffing phases and comparison of tasks of other cities.

Public comments was received from: George Miller.

The City Council discussed: "use" of consultants and projects that need to be completed.

ACTION: The City Council provided comments, directions to staff and approve I-2(1) (MacDonald/Ramirez) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

M. REPORT OF CITY MANAGER

1. SUBJECT: Close Out of the City Manager's $500,000 Delegated Purchasing Authority Resulting from the Organizational Assessment. (163)
RECOMMENDATION: Accept the close out of the City Manager's $500,000 delegated purchasing authority resulting from the Organizational Assessment and granted pursuant to Resolution No. 14,743.
ACTION: Continue to future date.

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The City Manager invited the public to attend the Downtown Vision Plan and that municipal financing information would be forthcoming.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

City Clerk Department

1. SUBJECT: Appointment of Citizen Advisory Groups. (175)
   RECOMMENDATION: That the Mayor, with approval of the City Council, 1) appoint: a) One member to the Cultural Arts Commission; b) One member to the Parks, Recreation & Community Services Commission and c) Two members to the Senior Services Commission; and 2) That the City Council appoint: One member to the Community Relations Commission.
   ACTION: Continue to future date.

The City Council discussed: the public getting involve with the Downtown Vision Plan (public charrette); providing "utility rate" information to inform the public of the utility rates in March (Ramirez); liability of landfill (Perello) and downtown restrooms (Padilla).

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 12:14 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

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MINUTES
OXNARD CITY COUNCIL
Regular Meeting
February 02, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:32 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Stephen Fischer, Interim City Attorney and Kymberly Horner, Economic Development Director.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:33 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(2). The purpose of the closed session is for the City Council to consider whether to allow the late claim, In Re the Late Claim Application of Kay Brunner.

At 5:07 p.m. the City Council reconvened and recessed to the evening session. The City Council decided by a unanimous vote to deny the application of Kay Brunner to present a claim for damages against the City beyond the six-month filing period provided by Government Code section 911.2(a). Mayor Flynn was absent and Mayor Pro Tem Ramirez presided.

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

Community Development Department

1. SUBJECT: City of Oxnard Downtown Vision Plan, Presented by Congress for the New Urbanism-California Chapter ("CNU").
RECOMMENDATION: Receive a verbal presentation by CNU resulting from a 5-day workshop charrette and provide input and direction to Staff on a Vision Plan for the Downtown
DISCUSSION: The Economic Development Director reviewed the downtown excise by CNU regarding possible Downtown improvements.

Dave Sargent, CNU, reviewed the history of downtown Oxnard development and workshop ideas/suggestions which included branding/wayfinding signage, possible improvements (including of streets, lighting, landscaping, housing, transportation, parking), being receptive to "artists and entertainment" facilities and having "clear" City regulations.

At 5:26 p.m., Mayor Flynn was present and presided

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Public comments were received from: Steve Nash; Tom Garcia; Kerry Roscoe; Lisa Toth; Jackie Tedeschi; Gerry Smoreno; Frank Neilsen; Dale Dean; David Valenzuela; Roy Prince; Gary Blum; Hermelinda Ureno; Larry Lai; Patrick Tafoya; Dexter Nunnery; Aurelio Ocampo; Clauia Lozoro; Jess Gutierrez and Dao Noan.

The City Council discusses several ideas including: transportation, housing; present the "beauty" of downtown Oxnard; community history; planning regulations; street lighting and "economic growth" of the community.

ACTION: The City Council received report and provided comments to staff.

RECESS

At 7:12 p.m., the City Council recessed and at 7:16 p.m., the City Council reconvened.

D. OPENING CEREMONIES

At 7:27 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn was absent and Mayor Pro Tem Ramirez presided. Additional staff members present were: Jeri Williams, Police Chief; Ashley Golden, Development Services Director and Chris Williamson, Contract Principal Planner.

E. CEREMONIAL CALENDAR

SUBJECT: Presentation by Deacon Henry, Saint Anthony Catholic School recognizing the City of Oxnard.
DISCUSSION: Saint Anthony Catholic School students presented the City Council a survival basket and recognized the work of the City Council for the community.

ITEMS REMOVED FROM AGENDA

Mayor Flynn announced the removal of L-4 from agenda.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Jonny Vasquez (Jacqui Irwin, 44th Assembly District, recognized Jeri Williams, Police Chief, as Woman of the Year); Mike Johnson (Peace Officers Association); Woodrow Thomas (homeless issue); Harold Ceja (Colonia street plan); Ed Ellis (Ormond Beach) and Amanda Fegan (Naval Base Ventura County).

G. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: City Clerk (I-1) and Police Chief (I-4).

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments was received from: Pat Brown (I-4).

DRAFT

I. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard City Council for December 15, 2015 and January 5, 2016. (001)
RECOMMENDATION: Approve.

City Manager Department

2. SUBJECT: Agreements for City Council Review. (015)
RECOMMENDATION: Pursuant to Ordinance 2835 and Resolution 13,932, approve and authorize the City Manager, to execute the attached agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.

Development Services Department

3. SUBJECT: Adoption of Ordinance No. 2903. (017)
RECOMMENDATION: Adopt **Ordinance No. 2903** upholding the Planning Commission's recommendation relating to 2231-2274 Statham Boulevard and 2311 Statham Boulevard to: (i) approve Planning and Zoning Permit No. 15-570-02 (Zone Change) to change the existing zoning designation from Light Manufacturing (M-1) to Limited Manufacturing (M-L); and (ii) amend the City of Oxnard Zoning Map to change the zoning designations, subject to the findings and conditions set forth in Planning Commission Resolution No. 2015-38.

Police Department

4. SUBJECT: State of California Grant for Selective Traffic Enforcement. (021)
RECOMMENDATION: Adopt **Resolution No. 14,891** 1) Authorizing the City Manager to execute and submit an application for $350,000 in grant funds to the State of California Office of Traffic Safety (OTS), to be used for the FY-2016/17 Selective Traffic Enforcement Program; 2) Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award; 3) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of OTS funds; and 4) Authorizing the Chief of Police or designee to submit all program related progress or status reports.

Public Works Department

5. SUBJECT: Water Conservation and Stormwater Support Grant Application. (025)
RECOMMENDATION: Adopt **Resolution No. 14,892** authorizing the City Manager to submit an application for $50,000 in grant funds from the National Fish and Wildlife Foundation, to be used to support ongoing water conservation and stormwater management efforts.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/Padilla) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

DRAFT

J. PUBLIC HEARINGS

K. APPOINTMENT ITEMS

L. REPORTS

Development Services Department

1. SUBJECT: Change Order No. 126 for Security Paving Co. Inc. for Rice/101 Interchange. (029)
RECOMMENDATION: Approve and authorize the Mayor to execute Change Order No. 126 for Project Specification No. PW03-19 with Security Paving Co., Inc. (A-7228) to decrease the amount by $455,237 (a new total of $35,835,331.75) for the Rice Avenue/Santa Clara Avenue interchange improvements at U.S. Highway 101.
ACTION: Approved as recommended. (Perello/Ramirez). Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

2. SUBJECT: Planning and Zoning Permit No. 15-650-01 (Street Naming), Ogden Court. (041)
RECOMMENDATION: Adopt **Resolution No. 14,893** Approving the Request to Name a Currently Unnamed Street "Ogden Court".
ACTION: Approved as recommended. (MacDonald/Padilla) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

3. SUBJECT: Resolution of Intention to Amend and Update the Local Coastal Program (LCP). (047)
RECOMMENDATION: Adopt **Resolution No. 14,894** of intention to amend and update the Oxnard Local Coastal Program (LCP), Planning and Zoning Permit (PZ) No. 15-410-03, and recognize and authorize that select amendments related to urgency Ordinance 2891 that expires on June 30, 2016 prohibiting the expansion of existing, or development of new, electrical generating facilities within the Oxnard Coastal Zone may be adopted in advance of the comprehensive LCP update.
DISCUSSION: The Contract Principal Planner reviewed the Local Coastal information collected and revenue source to pay for work (from City's General Plan maintenance fee) and expecting a future Public Utility Commission decision regarding NRG contract.

Public comments were received from: George Pianthke (NRG); Pat Brown and George Miller.

The City Council discussed: funding; use of development fees and the beach being a community resource.

ACTION: Approved as recommended (Perello/Ramirez) Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

Finance Department

4. SUBJECT: Review of the City's Financial Management Policies. (053)
RECOMMENDATION: Receive and file the attached update on the City's Financial Management Policies.
ACTION: The City Council concurred to remove this item from the agenda.

DRAFT

O. PUBLIC COMMENTS ON REPORTS

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

City Clerk Department

1. SUBJECT: Appointment of Citizen Advisory Groups. (071)
RECOMMENDATION: That the Mayor, with approval of the City Council, 1) appoint: a) One member to the Cultural Arts Commission; b) One member to the Parks, Recreation & Community Services Commission and c) Two members to the Senior Services Commission; and. 2) That the City Council appoint: One member to the Community Relations Commission.

   ACTION: Mayor, with approval of the City Council,
   1) appoint Patricia Limbaugh to the Cultural Arts Commission;
   Angela Whitecomb to the Parks, Recreation & Community Services Commission;
   Albert Clemens and Reynaldo Garcia to the Senior Services Commission and
   2) That the City Council appoint Tiffany Lopez to the Community Relations Commission
   (Ramirez/Padilla) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

M. REPORT OF CITY MANAGER

The City Manager commented on upcoming Colonia neighborhood meeting regarding parkways and streets; there would be an upcoming City Council meeting item to discuss "crime" rates and future budget information.

N. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: North American Travel Journalist Association's (NATJA) Annual Conference (Padilla); use of Wilson Center bathrooms (MacDonald); placement of Coast Guard facility at Point Mugu (MacDonald); letter against railroad cars transporting oil within communities (Ramirez); recognizing Peggy Rivera as member of Homeless Commission (Ramirez); removing unhealthy trees (Perello); video tapes of committee meetings (Perello) and time schedule of Council meetings (Flynn).

R. ADJOURNMENT

At 9:11 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

DRAFT

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

DATE: February 23, 2016

TO: City Council

FROM: Greg Nyhoff, City Manager
Office of the City Manager

SUBJECT: **Agreements for City Council Review**

CONTACT: Greg Nyhoff, City Manager
greg.nyhoff@ci.oxnard.ca.us, 385-7430

RECOMMENDATION

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list.

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to $25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above $25,000 and up to $250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

Attachment - #1 – List of Agreements/Contracts and/or Change Orders/Amendments

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

City Manager Contract List for 02/23/2016

Contracts from $25,000 to $250,000

A Hobson Park West Neighborhood Resurfacing Project

Vendor:	Toro Enterprises, Inc.	**Amount to be Approved:**	-$78,323
Type:	Change Order	**Current FY Amount:**	$855,171
Agreement No.:	A-7777	**Total Contract Amount:**	$855,171
Amendment No.:	1	**Funding Source:**	Lease Revenue Bond Funds
Purchase Order No.:	5473/5474	**Vendor Selection Process:**	
Begin Date:	06/02/2015	**# of Bidders:**	7
End Date:	12/31/2015	**Project Manager:**	Lou Balderrama
Term:	6 months	**Department:**	Public Works/CPM
		Telephone:	340-5258
		Email:	lou.balderrama@ci.oxnard.ca.us

Purpose: Change Order #1 is a reduction in the contract by $78,323. It is the final balancing change order which accounts for the cost difference between the estimated contract quantities and the actual quantities used on this unit price contract project. The final compensation to the Contractor is for the work performed at the contract unit price. This contract was processed through a Public Bid in accordance with the City's procurement policy. Seven bids were opened on April 29, 2015. On June 2, 2015, City Council awarded the contract to Toro Enterprises, Inc., as the lowest responsive and responsible bidder.

B Financial and Accounting Services

Vendor:	MuniServices LLC	**Amount to be Approved:**	$25,000
Type:	Amendment	**Current FY Amount:**	$50,000
Agreement No.:	7358-16-FN	**Total Contract Amount:**	$50,000
Amendment No.:	1	**Funding Source:**	101 - General Fund
Purchase Order No.:		**Vendor Selection Process:**	Negotiated Contract
Begin Date:	01/20/2016	**# of Bidders:**	N/A
End Date:	12/31/2016	**Project Manager:**	Joseph Lillio
Term:	1 year	**Department:**	Finance - Administration
		Telephone:	805-385-7475
		Email:	joseph.lillio@ci.oxnard.ca.us

Purpose: Vendor will provide assistance to the City's Finance Department with the preparation of the Comprehensive Annual Financial Report (CAFR) along with various other financial management tasks including but not limited to:

- Audit support
- Financial operations assistance
- Utilities financial analysis, budget development and accounting
- Internal control development
- Policy and procedure development
- Training

Attachment 52 Page 1 of 4

C Financial and Accounting Services

Vendor:	Urban Futures, Inc.	**Amount to be Approved:**	$75,000
Type:	Amendment	**Current FY Amount:**	$100,000
Agreement No.:	7362-16-FN	**Total Contract Amount:**	$100,000
Amendment No.:	1	**Funding Source:**	101 - General Fund
Purchase Order No.:		**Vendor Selection Process:**	Negotiated Contract
Begin Date:	01/20/2016	**# of Bidders:**	N/A
End Date:	12/31/2016	**Project Manager:**	Joseph Lillio
Term:	1 year	**Department:**	Finance - Administration
		Telephone:	385-7475
		Email:	joseph.lillio@ci.oxnard.ca.us

Purpose: Vendor will provide assistance to the City's Finance Department with the preparation of the Comprehensive Annual Financial Report (CAFR) along with various other financial management tasks including but not limited to:

- Audit support
- Financial operations assistance
- Utilities financial analysis, budget development and accounting
- Internal control development
- Policy and procedure development
- Training

53

D Grants Management and Accounting Services

Vendor:	MV Cheng & Associates, Inc.	**Amount to be Approved:**	$24,000
Type:	Original Agreement	**Current FY Amount:**	$24,000
Agreement No.:	7867-16-FN	**Total Contract Amount:**	$24,000
Amendment No.:	N/A	**Funding Source:**	101 - General Fund
Purchase Order No.:		**Vendor Selection Process:**	Negotiated Contract
Begin Date:	02/23/2016	**# of Bidders:**	N/A
End Date:	12/31/2016	**Project Manager:**	Joseph Lillio
Term:	10 months	**Department:**	Finance - Administration
		Telephone:	385-7475
		Email:	joseph.lillio@ci.oxnard.ca.us

Purpose: Consultant will provide accounting services to the City of Oxnard Finance Department. Services are needed to assist with the Fiscal Year 2014-15 audit and backlog of financial processes. Accounting services will include, but not be limited to the following:

- Grants management which will include grants reconciliation and analysis and assistance with compliance with State, Federal and other applicable laws.

- Other miscellaneous general accounting services

Attachment 2 Page 2 of 4

E Project Management and Support Services for Various Projects

Vendor:	Management Partners	**Amount to be Approved:**	$40,000
Type:	Amendment	**Current FY Amount:**	$65,000
Agreement No.:	7263-15-CM	**Total Contract Amount:**	$65,000
Amendment No.:	1	**Funding Source:**	Landscape Maintenance District/General Fund
Purchase Order No.:	5604	**Vendor Selection Process:**	Negotiated Contract
Begin Date:	03/01/2016	**# of Bidders:**	N/A
End Date:	12/31/2016	**Project Manager:**	Maria Hurtado, Assistant City Manager
Term:	10 months	**Department:**	City Manager's Office
		Telephone:	385-7450
		Email:	maria.hurtado@ci.oxnard.ca.us

Purpose: The scope of this contract includes project management and coordination between NBS maintenance assessment district review, CMO, maintenance, IT and finance staff to ensure the various components, vendors, and division staff are communicating and executing tasks necessary to ensure progress on the project. The City has technical staff and consultants carrying out the tasks but is in need of someone to manage the overall project on behalf of the City Manager's Office. Assistance with the FY 16/17 budget development process is also needed. The City is underway with the budget development process and needs assistance with budget development tasks related to preparing the budget. Cost associated with maintenance assessment districts will be allocated to those districts. Costs associated with assistance with the FY 16/17 priority based budget development process, development of performance measurements, and completion of the strategic business plans will be allocated to the general fund.

54

F Residential Carts and Parts

Vendor:	Toter, Incorporated	**Amount to be Approved:**	$229,325
Type:	Purchase Order	**Current FY Amount:**	$114,662
Agreement No.:	N/A	**Total Contract Amount:**	$229,325
Amendment No.:	N/A	**Funding Source:**	Environmental Resources Enterprise Fund
Purchase Order No.:	5738	**Vendor Selection Process:**	Joint Purchase
Begin Date:	02/01/2016	**# of Bidders:**	N/A
End Date:	12/31/2017	**Project Manager:**	Todd Vasquez-Housley
Term:	N/A	**Department:**	Public Works - Environmental Resources Division
		Telephone:	385-7957
		Email:	todd.housley@ci.oxnard.ca.us

Purpose: Environmental Resources Division is requesting to purchase automated residential waste collection carts and parts under a joint purchase agreement with the National Intergovernmental Purchasing Alliance (NIPA), Toter, Inc., Contract No. 120576 for the term ending December 31, 2017. The Purchase Order implements the equipment replacement program for the residential waste, recycling, green waste carts and assorted parts. Toter manufactures carts using rotational molding making their carts more durable. Toter carts are delivered fully stacked, nestled and assembled allowing for greater payload deliveries that reduces freight cost. Toter carts are made of 50% recycled content with fully sealed construction for refuse, recycle and organics collections.

Attachment 1
Page 3 of 4

G Purchase of Ford Fusion Hybrid Passenger Vehicle for Environmental Resources

Vendor:	National Auto Fleet Group	**Amount to be Approved:**	$27,453
Type:	Purchase Order	**Current FY Amount:**	$27,453
Agreement No.:	N/A	**Total Contract Amount:**	$27,453
Amendment No.:	N/A	**Funding Source:**	Environmental Resources Capital Outlay Funds
Purchase Order No.:	5737	**Vendor Selection Process:**	Joint Purchase
Begin Date:		**# of Bidders:**	N/A
End Date:		**Project Manager:**	Joe Rodriguez
Term:	N/A	**Department:**	Public Works Department/General Services/Fleet Services Division
		Telephone:	385-8011
		Email:	joseph.rodriguez@ci.oxnard.ca.us

Purpose: Environmental Resources (ER) requests the purchase of a Ford Fusion Hybrid vehicle to replace a 1996 Mercury Sable with 100,612 miles. The Ford Fusion will be a pool vehicle for ER's Outreach Service and Compliance Programs, enabling staff to promote methods of reducing, reusing and recycling materials through school presentations, community events, and outreach to residential neighborhoods and business districts. Outreach service is a critical element to maintain compliance with State Assembly Bills 341, 939, and 1826--all pertaining to waste diversion from landfills. The vehicle will be purchased using a cooperative agreement with National Auto Fleet Group under the National Joint Powers Alliance (NJPA) Master Vehicle Contract No. 10281.

55

Attachment
Page 4 of 4

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

DATE: February 23, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Daniel Rydberg, Public Works Director

SUBJECT: Department of Resources Recycling and Recovery (CalRecycle) Payment Programs

CONTACT: Grant Dunne, Public Works
Grant.Dunne@ci.oxnard.ca.us, 385-8071

RECOMMENDATION

That City Council:

1. Adopt a resolution authorizing the City Manager or designee to submit to CalRecycle applications for various payment programs to encourage and enhance recycling in Oxnard.

2. Authorize the City Manager or designee to appropriate the funds upon receipt.

BACKGROUND

Since 2000 the City has received approximately $100,000 annually in CalRecycle funds for beverage container recycling and used motor oil/filter recycling programs administered by the Environmental Resources Division. The CalRecycle payment program's eligibility may include any approved activity that will enhance efforts to recycle materials such as beverage containers and used motor oil/filters. Past programs have included procurement of special event recycling containers or banners for events such as Earth Day, the Salsa Festival, the Multicultural Festival and the Dallas Cowboy Training Camp. The funds have also been used to purchase recycling containers for high public-traffic areas in City-owned facilities. Additionally, the payment program has funded recycling education programs that reach approximately 8,000 public and private school students per year since 2011.

FINANCIAL IMPACT

The City of Oxnard Public Works Department currently employs two full-time Outreach and Education Specialists. There are no additional matching funds or personnel required by the Department of Resources Recycling and Recovery (CalRecycle) payment programs as a condition of award. Upon award of funds of approximately $100,000, the revenue will be recognized and a budget appropriation will be prepared for Fund 631 (Solid Waste Fund).

ATTACHMENTS

Attachment No. 1-Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION FOR CALRECYCLE PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the City of Oxnard is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the City Manager, Environmental Resources Materials Recovery Facility (MRF)/ Manager or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

PASSED AND ADOPTED, this ____ day of February 2016 by the following vote:

AYES:

NOES:

ABSENT:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, Interim City Attorney

ATTACHMENT NO. 1
PAGE 1 OF 1

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Public Hearing AGENDA ITEM NO.: J-1

DATE: February 23, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Ashley Golden, Development Services Director

SUBJECT: Planning and Zoning Permit No. 15-681-01 (Historical Landmark No. 175), J.A. Swartz Residence, 636 West Fifth Street. Filed by Cynthia Thompson on Behalf of Daryl S. Cruser, Property Owner.

CONTACT: Juan Martinez, Development Services
Juan.Martinez@ci.oxnard.ca.us, 385-7556

RECOMMENDATION

That City Council adopt a resolution upholding the City of Oxnard Cultural Heritage Board's recommendation to designate property known as J.A. Swartz Residence, located at 636 West Fifth Street, as Ventura County Historical Landmark No. 175.

BACKGROUND

In April of 1991, the City of Oxnard adopted Resolution No. 10,135, involving procedures and standards for declaring Ventura County landmarks, monuments, and points of historical interest. Since that time, the Ventura County Cultural Heritage Board has acted as the City of Oxnard Cultural Heritage Board.

The Ventura County Cultural Heritage Board staff conducted a site inspection of the property to evaluate and document existing property conditions of structure(s) and surrounding property, and historic resources. In addition, a historic resources report (Attachment No. 3) was prepared that assesses historical and architectural significance in accordance with the City of Oxnard's landmark criteria established by Resolution No. 10,135. The property's period of significance and the Spanish Colonial Revival residence's interior and exterior character defining features make this property eligible for historic designation. More details are provided in the Historical Resources Evaluation Report found in Attachment No. 3. In accordance with City Council

Resolution Nos. 10,135 and 13,215, the City of Oxnard Cultural Heritage Board (OCHB) held a public hearing on July 13, 2015 and adopted Resolution No. 15-0002 recommending that the City Council designate the subject property (J.A. Swartz Residence) located at 636 West Fifth Street, as Ventura County Historical Landmark No. 175. There are 20 historical landmark designations within the City.

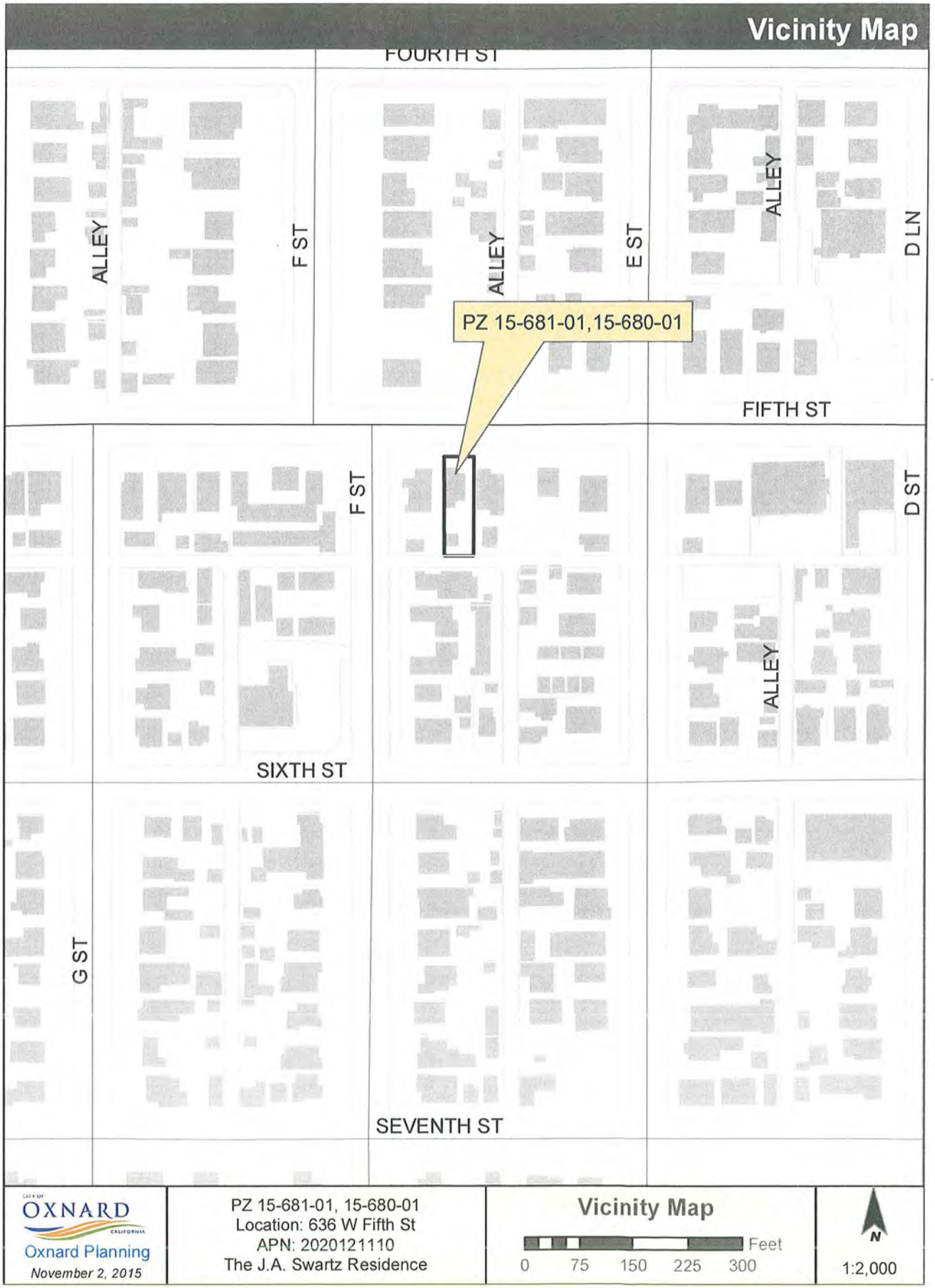
A State law (Mills Act) allows property owners of historic structures and cities to enter into contracts to reduce property taxes in exchange for the continued preservation of the property. Although the Oxnard Cultural Heritage Review Board's adopted resolution (Attachment No. 4) endorses the owner's request to enter into a Mills Act contract with the City of Oxnard, the property owner has retracted the request for a Mills Act Contract (PZ 15-680-01). At this time, the owner is only seeking approval to have the property designated as Ventura County Historical Landmark No. 175.

FINANCIAL IMPACT

None

ATTACHMENTS

1 – Location map
2 – Oxnard Cultural Heritage Board Staff Report w/out Exhibits
3 – Historic Resources Evaluation Report (by Cynthia Thompson)
4 – Oxnard Cultural Heritage Board Resolution No. 15-0002
5 – City Council Resolution (Landmark No. 175)


Vicinity Map
FOURTH ST
ALLEY
F ST
ALLEY
E ST
ALLEY
D LN
PZ 15-681-01,15-680-01
FIFTH ST
F ST
D ST
ALLEY
SIXTH ST
G ST
SEVENTH ST
OXNARD
CALIFORNIA
Oxnard Planning
November 2, 2015
PZ 15-681-01, 15-680-01
Location: 636 W Fifth St
APN: 2020121110
The J.A. Swartz Residence
Vicinity Map
Feet
0 75 150 225 300
N
1:2,000

Oxnard Staff Report and Recommendations
Agenda of July 13, 2015, Item 4a

County of Ventura · Resource Management Agency · Planning Division
800 S. Victoria Avenue, Ventura, CA 93009-1740 · (805) 654-2478 · ventura.org/rma/planning

SUBJECT:

Recommendations regarding Ventura County Historical Landmark designation and Mills Act Contract for property located at 636 W Fifth Street, Oxnard, CA. Oxnard Project Nos. PZ15-681-01 and 02.

APPLICANT:

Cynthia Thompson
807 Poli Street
Ventura, CA 93001

PROPERTY OWNERS:

Daryl S. Cruser and Gerald I. Farrar
636 W. Fifth Street
Oxnard, CA 93030

REQUEST:

On behalf of the Property Owner, the Applicant requests a recommendation to designate a property located at 636 West Fifth Street, Oxnard as Ventura County Historical Landmark No. 175 and a recommendation to establish a Mills Act or Historical Property Contract to the Oxnard City Council pursuant to Section 50280 of the California Government Code for all structures on-site and the site.

LOCATION AND ASSESSOR'S PARCEL NUMBER (APN):

636 West Fifth Street, Oxnard, CA 93030
APN: 202-0-121-110

CULTURAL HERITAGE BACKGROUND:

Historical Background:

The 5,227 square foot subject property was documented in the *2014 Historic Resources Evaluation 636 West Fifth Street, Oxnard* ("HRE") prepared by historian, Cynthia Thompson[1] (attached as Exhibit 1 and incorporated herein by reference) as the J.A. Swartz Residence and is described in the HRE as follows:

[1] Thompson, Cynthia, Historic Resources Evaluation 636 West Fifth Street, Oxnard, March 2014

The 1929-30 Spanish Colonial Revival one-story residence was built and designed by J.A. Swartz. The residence is clad in stucco siding with intersecting gables and pitched shed roofs of Mission tile. A central tower has a small, entry window with Spanish style grille work. Architecturally, the subject property is among the finer examples of the Spanish Colonial Revival style applied to a residence in the early downtown core of Oxnard. The subject property represents and has the distinctive characteristics of a type, period, and/or method of construction (National Register Criterion C/California Register Criterion 3).

The subject property is located on a portion of Lot 2 (40ft x 135ft) of the Eastwood/Lathrop Subdivision (13 MR 43). The property contains a two bedroom, 1 bath single family residence of 1,323 square feet constructed in the Spanish Colonial Revival style that features a T-shape plan. A detached square garage of 324 square feet is located at the southwestern corner of the lot. This house was built by and for Oxnard contractor, J.A. Swartz in 1929-30 as his residence and is described in the Report as follows:

*He (*Swartz*) was a significant builder that specialized in and attracted high-end properties for other historically contributing individuals from various professional fields that developed the city and surrounding agricultural areas and industries. The quality and endurance of his work identifies him as a historically significant contributor to the development of Oxnard, particularly at the onset of the Great Depression. J.A. Swartz is known to have built the residences at 200 S. G Street, Oxnard and 640 W. Fifth Street, Oxnard, both constructed in the Spanish Colonial Revival style. He is also known to have built the Diffenderffer and Sons Mortuary located at 426 West Fifth Street, Oxnard.*

The property's period of significance is from 1930 to 1934 for its association, occupation, and ownership by J.A. Swartz, a master builder. The site is assigned California Historical Resource Status Codes "5D2" and "5S2." The following description is excerpted from the California State Office of Historic Preservation Technical Assistance Bulletin Number 8:

DESCRIPTION of CHR Status Codes[2]	
5D2	Contributor to a district that is eligible for local listing or designation
5S2	Individual property that is eligible for local listing or designation

The Spanish Colonial Revival residence's interior and exterior character-defining features are discussed on pages 12 and 13 of the HRE and within the List of Character Defining Features and Significant Historical Features attachment of the Mills Act Contract application. In addition, the HRE provides photos and a detailed description outlined in the State of California DPR 523 forms.

Past Changes to the Property:

[2] California State Office of Historic Preservation, Technical Assistance Bulletin #8 User's Guide to the California Historical Resource Status Codes and Historic Resources Inventory Directory, 2004

A recent site inspection by Oxnard Cultural Heritage Board (OCHB) staff revealed that the original kitchen tile on the countertops and buffet had been removed, as well as the non-original kitchen sink cabinetry. Additionally, the original tile in the bathroom had been painted. Permit records indicate that the plumbing was updated and a new water heater was installed in 1999. In 2012, a prior owner replaced the front walkway with Saltillo tile, installed a 24-inch high decorative wall with entry pilasters and downlights, and covered the porch steps, porch floor and rear exit steps with Saltillo and decorative tile. In 2014, the current owner replaced two non-original windows, a glass block fixed window located in the rear kitchen and a vinyl slider in the breakfast room with casement windows using fiberglass framing. The residence's interior alterations are considered minor and all other elements of the house appear original and intact based on staff's review of permit and other historical records.

Cultural Heritage Board (OCHB) Prior Review:

On June 25, 2012, the OCHB staff reviewed and commented on a proposed request for a Certificate of Review for landscape and hardscape improvements along the front yard which included replacement of the front entry walkway with Saltillo tile, a 24-inch high wall with 40-inch high pilasters capped in Saltillo tile along the property's frontage and downward lights placed on the entrance pilasters.

PROJECT DESCRIPTION

The applicant, Ms. Cynthia Thompson, is requesting the OCHB recommend the property for County landmark designation and to enter into a Mills Act contract with the City of Oxnard for the benefit of property tax savings in exchange for continued preservation of the J.A. Swartz Residence.

City of Oxnard Landmarks Criteria

The Cultural Heritage Board must find that the proposed Historical Landmark satisfies one of the criteria noted below in the Ventura County Ordinance 3974 (§1368 et seq.) adopted by the City of Oxnard in 1991 (Resolution No. 10135).

1) *It exemplifies or reflects special elements of the County's social, aesthetic, engineering, architectural or natural history;*
2) *It is identified with persons or events which are significant in national, state or local history;*
3) *It shows evidence of habitation, activity or the culture of prehistoric man;*
4) *It embodies elements of architectural design, details, materials or craftsmanship which represent a significant structural or architectural achievement or innovation;*
5) *It is representative of the work of a master builder, designer, architect or artist;*
6) *It is imbued with traditional or legendary lore;*

7) *It has a unique location or singular physical characteristics or is a view or vista representing an established and familiar feature associated with a neighborhood, community or the County of Ventura;*
8) *It is one of the few remaining examples in the County possessing distinguishing characteristics of an architectural or historical type of specimen.*

Staff Analysis: The evidence provided in the HRE supports making the findings under the Cultural Heritage Ordinance 3974 Criteria 1, 4 and 5 (Exhibit 1 - HRE, pages 4-5 and Exhibit 2, Contract Exhibit B - Historic Property Characteristics) that the residence is eligible for Ventura County Landmark designation because the residence and garage represent the work of a master builder and embodies elements of architectural design, details, materials or craftsmanship which represent a significant structural or architectural achievement or innovation.

Furthermore, the evidence provided in the HRE indicates that the site and the buildings have retained much of their original integrity and character (Exhibit 1, pages 12-14). The current footprint of the residence closely matches the 1929-1950 Sanborn Maps. The exterior of the residence has retained all of its original features except for the four new casement windows that replaced non-original windows along the rear of the building. The garage appears to have been modified with a minor addition of a "bump-out" at the front of the garage for the purpose of parking a large automobile possibly added in the late 1950s.

The interior of the residence has retained most of its original architectural features, including vaulted ceilings with Spanish wood beams in the living room; arched entries in the vestibule, dining, breakfast, living and bathroom; coved ceilings in the hallway, dining, and breakfast rooms; pyramid-shaped breasted fireplace; small telephone niche and seat; original light fixture in the breakfast area; wooden built-in cabinets in kitchen, breakfast area, bath and hallway; original door and heater vent hardware and woodwork including windows, baseboards throughout the residence; and picture rail molding in the bedroom.

Mills Act Contract

The Mills Act Contract is a formal agreement between the City and the property owner for a minimum term of ten years. The contract automatically renews each year on its anniversary date and a new ten-year term becomes effective. The contract runs (essentially in perpetuity) with the land unless non-renewed by the property owner. The contracts are transferred to new owners when the property is sold and is binding on all successive owners.

Minimum Preservation Standards

The property owners agree to restore, repair, maintain, and protect the property for the life of the contract in accordance with the specific historic preservation standards and conditions identified in the proper maintenance of the property (Exhibit 2, Contract Exhibit C). The submitted ten-year rehabilitation list (Exhibit 2, Contract Exhibit D) for the subject property describes the property owner's intent to restore, repair and maintain the interior and exterior character-defining elements of the residence for the first ten years in accordance with the *Secretary of Interior's Standards for the Treatment of Historic Property*. The property owners agree to submit to the OCHB an updated ten year rehabilitation plan at the end of the first ten years and every 10 years, thereafter.

Inspections and Monitoring Requirements

Annual inspections by OCHB staff are on-going to ensure proper maintenance of the property. To provide a greater level of customer service, OCHB staff sends annual courtesy reminders to all Mills Act Contract property owners of their progress in fulfilling their contract. The ten-year term is the period of time in which the rehabilitation projects should be substantially completed. Property owners are encouraged to submit a self-inspection report in order to update the City on their progress of rehabilitating and maintaining the property.

Staff finds this property is eligible as Landmark 175 and that, as proposed, it meets the Mills Act Findings (listed below). All future revisions to the site will require issuance of a Certificate of Appropriateness from the OCHB once the Oxnard City Council approves the landmark designation.

HEARING NOTICE AND PUBLIC COMMENTS

A public notice was sent by electronic mail to the property owners of the subject property not less than fifteen (15) days prior to the date of this hearing (Exhibit 4 – 15-Day Public Hearing Notice).

RECOMMENDED ACTIONS:

Landmark Findings: As required by the Cultural Heritage Ordinance (CHO), the following findings must be made by your Board

1. CONDUCT the public hearing, RECEIVE oral and written testimony, and CONSIDER the County Planning staff report and all exhibits and attachments on this project; and,

2. FIND that the property owners were given a 15-day notice in accordance with CHO 4225 Section 1365-2, and that the property owners concur with the recognition by the OCHB of the J.A. Swartz residence as Ventura County Landmark No. 175, and placement of said recognition in County and City lists; and

3. FIND that the J.A. Swartz residence located at 636 W Fifth Street in Oxnard meets the CHO 3974 Criteria 1, 2, 4, and 5 and additional designation standards required by Ordinance Section 1365-6 based on the substantial evidence in the staff report; and

4. Based on the preceding evidence and analysis, FIND, through adoption of a Resolution (Exhibit 3), that your Board recommends that the Oxnard City Council designate J.A. Swartz Residence as Ventura County Landmark No. 175. ~~APPROVE the request to designate the J.A. Swartz residence and property as Ventura County Landmark No. 175.~~[3]

Mills Act Findings: As required by the language in the contract, the following findings must be made by your Board:

5. Daryl S. Cruser and Gerald I. Farrar as Joint Tenants possess and own real property located at 636 West Fifth Street, in the City of Oxnard, Ventura County, California.

6. The property is a qualified historical property that is privately owned, not exempt from property taxation;

7. The owners desire to carry out the relevant purposes of the California Government Code for the entire site and the structures thereon; and

8. The owners desire to limit the use of the Historical Property to retain its characteristics as a property of historical significance.

Prepared by:

Nicole Doner, Case Planner
(805) 654-5042

Reviewed by:

Tricia Maier, Manager
Planning Programs Section
(805) 654-2464

[3] Recommended Action No. 4 was revised using strikethroughs and underlines to correctly reflect the action to be taken.

Exhibit 1: Historic Resources Evaluation (HRE) dated March, 2014

Exhibit 2: Proposed Mills Act Contract
Contract Exhibit A: Legal Description
Contract Exhibit B: List of Significant Character Defining and Historic Features
Contract Exhibit C: Mills Act Minimum Standards for Maintenance, Use, and Preservation
Contract Exhibit D: Mills Act Ten-Year Rehabilitation Plan

Exhibit 3: Resolution No. 15-0002 to the City of Oxnard

Exhibit 4: 15-Day Public Hearing Notice

HISTORIC RESOURCES EVALUATION

TEXT DOCUMENT

HISTORIC LANDMARK DESIGNATION APPLICATION, City of Oxnard

The J. A. Swartz Residence, c. 1930

Located at: 636 W. Fifth Street, Oxnard, Ca 93030

Property Owner(s): Daryl S. Cruser and Gerald I. Farrar as of July 31, 2014

Summary Conclusion:

The desire of the current owner is to achieve landmark designation in order to preserve and maintain the characteristics of historical significance of this property, and to place a Mills Act Contract on the property that will financially assist in the on-going maintenance.

It is the intent of this historic resource evaluation to demonstrate that this property is both architecturally and socially significant for its association with J. A. Swartz by examining the context of both Oxnard and the residence at the time of its construction.

This Spanish Colonial Revival style residence was built by J. A. Swartz in 1930 and was his residence.

In the 1981 Oxnard Survey, this structure is called out as one of the outstanding contributors within an area identified along Fifth Street. This survey notates J. A. Swartz as one of the early, contributing contractors of Oxnard.

Further research has shown that he was a significant builder that specialized in and attracted high-end properties for other historically contributing individuals from various professional fields that developed the city and surrounding agricultural areas and industries. The quality and endurance of his work identifies him as a historically significant contributor to the development of Oxnard, particularly at the onset of the Great Depression.

Archival research, field investigations of the 1981 Survey area, and photo documentation of the subject property were conducted in November and December of 2014.

LANDMARK DESIGNATION CRITERIA

City of Oxnard Landmark Criteria and Process

As of this writing, the City of Oxnard utilizes the Ventura County Cultural Heritage Board as the government agency that reviews historic properties for landmark designation and eligibility for entering a Mills Act Contract. This procedure for landmark designation was adopted in 1991 by the city resolution No. 10135 and it

uses the Ventura County Cultural Heritage ordinance (SS1360-1374) that includes evaluation criteria for landmark qualification. In 2007, the City of Oxnard adopted Resolution No. 13215 to accept Mills Act Agreements from historically designated properties.

Landmark designation only needs to meet one of the following criteria:

Under Sec. 1368 LANDMARK DEFINITION AND DESIGNATION CRITERIA. For purposes of this Article, an improvement, natural feature or site may be designated a County landmark if it meets the following criteria, based solely on the National Register of Historic Places:

(1). It exemplifies or reflects special elements of the County's social, aesthetic, engineering, architectural or natural history;

(2) It is identified with persons or events which are significant in national, state or local history;

(3) It shows evidence of habitation, activity or the culture of prehistoric man;

(4) It embodies elements of architectural design, detail, materials or craftsmanship which represent a significant structural or architectural achievement or innovation;

(5) It is representative of the work of a master builder, designer, artist or architect;

(6) It is imbued with traditional or legendary lore;

(7) It has a unique location or singular physical characteristics or is a view or vista representing an established and familiar feature associated with a neighborhood, community of the County of Ventura;

(8) It is one of the few remaining examples in the County possessing distinguishing characteristics of an architectural or historical type or specimen.

The Ventura County Ordinance No. 4225 that is part of Section 1360 governing historic properties also states that aspects of integrity must be met. Under Section 1365-5 that establishes landmark designation criteria, it states in Item (6)

INTEGRITY: Establish the authenticity of the resource's physical identity by evidence of lack of deterioration and significant survival of the characteristics that existed during its period of importance. This shall be evaluated with regard to the retention of location, design, setting, materials, workmanship, feeling and association.

National Register Bulletin No. 15 defines the seven aspects of integrity as:

One) Location (the property has not been moved, it is the place where the historic property was constructed or the place where the historic event occurred);

Two) Design (the combination of elements that create the form, plan, and the style of a property;

Three) Setting (the physical environment of a historic property);

Four) Materials (the physical elements that were combined or deposited during a particular period of time and in a particular pattern of configuration to form a historic property);

Five) Workmanship (the physical evidence of the crafts of a particular culture or people during any given period of history or prehistory);

Six) Feeling (the property's expression of a particular period of time and place); and

Seven) Association (the direct link between a significant event or person and the property).

CONTEXTUAL BACKGROUND:

Historic Context - City of Oxnard through 1929

The story of the City of Oxnard typifies the spirit of the American West. It is a place where visions became realities. Initially, it appeared to be a boom town, however it never went bust and has consistently grown. Rafael Gonzalez was one of eight soldiers who were granted Rancho El Rio de Santa Clara o la Colonia by the Mexican government in 1837. He sold 1,000 acres of his land to German immigrant Christian Borchard who had settled in the adobe house formerly occupied by the Gonzalez family.[1] He was soon joined by other immigrants with names like Maulhardt, Gries, and Donlon who envisioned the vast potential of the land in agriculture. In the late 1890s, Albert Maulhardt convinced commercial captains of the sugar industry, the Oxnards, to create the American Beet Sugar Company factory, and a town was born.[2] The lure of opportunity was so powerful that a large majority of the occupants, buildings and businesses of the much older town of Hueneme literally picked up and moved.

To provide order and planning to the new town, the Colonia Improvement Company was formed. In 1898 they platted the core of city streets around a central plaza that was bordered on both sides by Fifth Street.[3] (See Visual Attachments). This land

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[1] Sheridan, Edwin, M. *History of Santa Barbara, San Luis Obispo and Ventura Counties. Chapter IV - Days of Big Ranches.* The Lewis Publishing Company. Chicago, Illinois. 1917. Page 318 and 319.

[2] Treim, Judith *Ventura County - Land of Good Fortune.* Windsor Publications, Inc. Northridge, Ca. 1985. Pages 94-99

[3] Map of the town of Oxnard. Colonia Improvement Company. Surveyed January 1898

was purchased from local prominent rancher and horse breeder, John G. Hill[4] southeast of the factory location. Growth was meteoric and the town was expanded again in 1899.[5] The official City of Oxnard incorporated in 1903. As the wealth of the town and its people grew, professionals, factory officials, merchants, and trades people began to build neighborhoods of fine homes that reflected the architectural styles of each time period. By 1909 "F" Street was platted by the Oxnard Light and Power Company and in 1913 the Lathrop Tract was subdivided by Walter H. Lathrop, which included "G" Street. Both "F" and "G" streets subdivisions were bordered on the south by Fifth Street.[6]

Growth continued at a rapid pace throughout the early years of the 20th century and into the prosperous years of the 1920s. In August of 1925, the Eastwood and Lathrop's Subdivision was platted that was south of the original town core and encompassed the Italianate Victorian home of John G. Hill. The south side of Fifth Street was now open to development and the subject property is located on Lot 2 of this subdivision.

By the late 1920s, Oxnard was nationally known for it's 'beans, beets, and babies', as well as it beaches. However, it was ideally located for small and large farms and ranches that encompassed citrus, walnuts, vegetables, dairying, livestock, avocados, and seeds, all benefiting greatly by modern irrigation. Beach development provided recreation. These features created a perfect environment for property owners to create some of the most distinctive residences and neighborhoods in the county.

Early design contractors defined the architectural fabric of the city and they included Thomas J. Carroll, Paul Staples, W. Roy Guyer, John H. Myers, George and Edward Abplanalp, Adolph Schroeder, John Wennerholm, and the designer/builder of this property, J. A. Swartz.[7]

Area Specific Historic Context - Fifth Street from 1898 to 1930

From the original town platting in 1898, Fifth Street was a major artery. It encompassed both sides of the central plaza, was a major transit thoroughfare in the middle of town, and one of the few streets that connected with Hueneme to the west. The 100-300 blocks were part of the downtown business district. Sanborn Maps show that as late as 1929, there was little development in the block that contains the subject property. (See Visual Attachments).

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[4] Storke, Yda Addis. *A Memorial and Biographical History of the Counties of Santa Barbara, San Luis Obispo and Ventura, California. Illustrated.* The Lewis Publishing Company. Chicago. 1891. John G. Hill page 463.

[5] Map of the Town of Oxnard. Colonia Improvement Company. Surveyed October 1899.

[6] Miscellaneous Records, Book 3 and 5.

[7] Triem, Judith. *Ventura County Cultural Heritage Survey - Phase I Oxnard.* California Office of Historic Preservation. Sacramento, California. July, 1981. Page 19

In 1928, there was a major project promoted by the Ventura County Board of Supervisors to create Oxnard's Triangle Beach Drive that included Fifth Street as the northern boundary.[8] In the same year, there was a hotly contested proposal to create two lanes of highway through the middle of the plaza, sponsored by then Ventura County Supervisor Fred Roussey and approved by the Oxnard City Council. John Steinmiller and a coalition of 'wealthy ranchers' filed an injunction based upon potential tax increases.[9] The intent of both issues was to make Fifth Street an accessible and direct route to the beaches to attract tourism that would bring more potential town investment. (See Visual Attachments)

It is possible that this public discussion elevated interest in investment along Fifth Street. Two of J. A. Swartz's commissions would be constructed there in 1929 and 1930, one of which was his own home.

Today, Fifth Street architecturally represents a transition of the city's westward growth from its central core through its architecture. Early 20th century development is represented by Craftsman bungalows close to the plaza, whereas the late 1920s and 1930s is represented by Spanish Colonial Revival structures from the 400 block to G Street. Infill is represented by 1950s and 1960s commercial and apartment buildings.

Historic Context - Oxnard's Delayed Depression - 1929 - 1931

Historically, the Great Depression officially began in October of 1929 with the Stock Market Crash. However, such was not the case in Oxnard immediately. There was only a very brief mention of the historic event in the Oxnard Daily Courier.

In 1931, the Oxnard Chamber of Commerce published a full color, 25 page promotional brochure entitled 'Oxnard - The Southland's "Vega" and the Simi Valley.[10] (See Visual Attachments) Packed with photographs, the printing costs must have been extraordinary. It extolled in great detail the prosperity and financial opportunity of the area. Named for the V-shape of the geography described (the Vega), this marketing terminology was used in newspapers, as well. In September of 1930 press coverage of a national agricultural conference praised the 'Vega' and it's marketing.[11] The Los Angeles Examiner called it a 'miracle'.[12]

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[8] Staff. *Oxnard's Triangle Beach Drive.* Oxnard Daily Courier. Oxnard, California. June 5, 1928. Page 1.
[9] Staff. *Injunction Against Plaza Lanes Useless Declares City Attorney; Opposition Prepares to Fight.* Oxnard Daily Courier. Oxnard, California. June 27, 1928. Page 1.
[10] Oxnard Chamber of Commerce. *Oxnard - The Southland's "Vega" and the Simi Valley.* Oxnard, California. 1931.
[11] Staff - *Agricultural Leaders Praise Oxnard Vega.* Oxnard Daily Courier. Oxnard, California. September 14, 1930.
[12] Staff - *"Vega's" Miracle Mountain Publisized in L. A. Examiner.* Oxnard Daily Courier. Oxnard, California. September 16, 1930.

Between 1929 and 1931, newspaper headlines proclaimed continued prosperity, reporting that Ventura County in the 1930 Census placed 5th in population rise, that walnut prices were better than in 1929, the bean crop was exceeding previous years, and that the 'business depression' was not being felt in the agricultural portion of the state. (See Visual Attachments)

This explains why notable business leaders like Charles Reimann and William Gumpertz would be engaging the services of J. A. Swartz to construct $8,000 and $10,000 homes in 1929 and 1930.

In the 1981 Cultural Heritage Survey of Oxnard approximately 20 structures were built between 1929 and 1937.

ARCHITECTURAL TYPE

Spanish Colonial Revival - The Architecture of Success

Spanish Colonial Revival architecture is immediately recognizable in identifying a time period and is associated primarily with California. Gaining national attention when Bertram Goodhue used it as the style for the Panama-California Exposition in 1915, it grew to have multiple interpretations called Mediterranean Revival and Spanish Eclectic, as well as many others. Inspired and deeply rooted in the romanticized Spanish past of the Golden State, it had its greatest proliferation between the 1920s and 1930s. Incorporating architectural elements from early Spanish California occupation that included stucco cladding, mission tile roofing, arched openings, iron grille work, porches and patios, it's greatest concentration was in the Southern Golden State. It was adopted privately and publically as the architecture of success.[13] This is locally evident by Santa Barbara's edict that all buildings erected after the devastating earthquake of 1925 be constructed in this style.

In the 1981 Oxnard Survey nearly 60 residential and commercial structures were constructed in this style between 1924 and 1940, including the Reiman, Gumpertz, and Swartz homes attributed to J. A. Swartz, as well as the Diffenderffer and Sons mortuary and the Santa Clara Convent.

Architecturally, the subject property is among the finer examples of the Spanish Colonial Revival style applied to a residence in the early downtown core of Oxnard. It was identified in the 1981 Survey of the Fifth Street area as an *outstanding example, 'possessing many architectural features worthy of discussion'.*

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[13] McAlester, Virginia & Lee. *A Field Guide to American Houses.* Alfred A. Knopf. New York, New York. 2004. Page 418

The subject property represents and has the *'distinctive characteristics of a type, period, and/or method of construction'* (NR-C/CR-3 criteria)[14]. It is immediately recognizable as this style, which places it within a time period of the 1920s and 1930s of the development of Oxnard. It *'embodies the elements of architectural design, details, materials or craftsmanship which represents a significant structural or architectural achievement'* (VC criteria).[15]

HISTORIC IDENTIFICATION

The Oxnard 1981 Survey

A survey grant was awarded to Ventura County in 1980 to identify and *'expedite the existing landmark designation program'* and the survey was published in July of 1981. The focus of the survey primarily covered pre-1940s buildings with some exceptions. In Oxnard, approximately 500 structures were surveyed and 402 were contained in the survey report.[16] The survey was not intended to be the final determination of historic status, but to be a starting point for future focused research on individual properties that may be worthy of landmark designation.

It is important to note that in Oxnard, it was recommended that the ENTIRE survey area be considered a Historic District. Eventually, the Henry T. Oxnard National Historic District was officially designated in 1999 for inclusion on the National Register that encompassed "F" and "G" streets.[17] These two streets were chosen for their high degree of intact integrity and their concentrated architectural and social significance. However, that did not negate the potential historic significance of all of the structures within the survey.

In the National Register nomination, the home at 200 South 'G' Street is specifically called out as an example of outstanding Mediterranean Revival. (See Visual Attachments) This home was designed ~~the~~ and built by J. A. Swartz for William H. Gumpertz who owned and managed the first packing house in Oxnard and was constructed in 1929.[18]

It appears that the north and south side of Fifth Street was an addition to the survey from the original map and only the Fifth Street facing parcels of the Eastwood and

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[14] National Park Service. *National Register Bulletin No. 15 - How To Apply The National Register Criteria For Evaluation. Criteria C.* U. S. Department of the Interior, National Park Service. Washington D. C. 2002

[15] Ventura County Board of Supervisors. *Ordinance No. 4225. Dealing with Cultural Heritage.* Ventura County. California. December 12, 2000.

[16] Triem, Judith. *Ventura County Cultural Heritage Survey - Phase I Oxnard.* California Office of Historic Preservation. Sacramento, California. July, 1981. Section I.

[17] National Register of Historic Places. Henry T. Oxnard Historic District. Statement of Significance. 1999.

[18] Ibid. Page 44, Section 8.

Lathrop's Subdivision of 1925 were included. All of the structures outlined in the Fifth Street survey map were notated as contributing to a small district of its own, with the exception of the parcels that were darkened (See Visual Attachments). Only the 'most outstanding examples' were described and among those were the residence at 640 W. Fifth Street and the subject property at 636 W. Fifth Street, both constructed by J. A. Swartz.

SOCIAL SIGNIFICANCE

J. A. Swartz - Social Context

The purpose of this section of the application is to establish through research that J. A. Swartz was a significant and contributing individual through his work as a contractor within the local context of Oxnard. Even within his lifetime and during his residence in the city, he was considered by his contemporaries to be a designer/contractor of high artistic ability and quality. Two of his projects will be examined to illustrate this viewpoint.

Jacob A. Swartz, and his wife Esther, were Jewish immigrants from Poland in 1914 and 1912 respectively, which was a part of the Russian Empire at the time of their arrival in the United States. To understand the context of these times, the play and movie *Fiddler On The Roof* is set in this time period, and Jews in Russia that came to the United States were primarily escaping religious persecution.

The 1930 Census tells us that he went by the Americanized name of 'Jack', he was a veteran of WWI, neither he nor his wife had attended any specialized schooling, both of them could read and write English, the language in the home was listed as Hebrew (probably Yiddish), they had a 7 month old daughter named Florence, and they were renting a home in Oxnard at 209 Magnolia Street. This particular address is not listed in the 1981 Survey, but it is a Spanish Revival court that still exists. Jack was 35 and Esther was 34, both at the prime of their productive years.

Important to this application, he lists his occupation in the 1930 Census as 'contractor' and specifically states he builds houses and that he is building a home.[19]

Like phone directories, census information is usually gathered prior to the year it is published. So in all likelihood, this information is applicable to 1929. What implies the Swartz residence was completed by 1930 is in the newspapers. The Oxnard Daily Courier published on September 19, 1930 carries an advertisement from J. A. Swartz for General Contracting, and he gives his business and contact information as 636 W. Fifth Street.[20] Most notably, he states in the ad "*My work in Oxnard is my best*

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[19] Census, 1930 - *United States Federal Census for J. A. Swartz.* Accessed through Ancestry.com on 11/18/2014

[20] Staff. *The Courier Information Department - Buy It In Oxnard. General Contractor - Phone225R1.* Oxnard, California. September 19, 1930.

reference." Therefore, prior to 1930, J. A. Swartz had established a local reputation of quality through his previous body of work. (See Visual Attachments).

The Charles Reiman Residence - 1929

To illustrate the quality, value, reputation and level of clientele Swartz had nurtured in Oxnard by 1930, two known examples of his work are examined.

The 1981 Survey stated that the residence at 640 W. Fifth Street was constructed in 1931 for Mrs. May Raymond. However, research confirms it was constructed for Charles William Reimann and his wife, May Mabel (nee Shotts) and that ~~is~~ was the work of J. A. Swartz.

The best contemporary documentation of Swartz's work at this location is recorded in the Oxnard Daily Courier on December 27, 1929. Of particular note is the 1930s Census, which places the value of the residence at $10,000.00. (See Visual Attachments)

The headline and article stated:

Charles W. Reimann Home To Be Open for Inspection Tomorrow and Sunday

New Home is a Real Showplace in Community

All Construction Work Done Entirely By Local General Contractors and Laborers

"Charles Reimann, pioneer rancher will conduct an 'open house' all day (Saturday) and Sunday at his splendid new residence located at the southeast corner of F and Fifth streets in the new Eastwood-Lathrop subdivision.

Constructed along the lines of the semi-Spanish architecture, it takes its place among the many fine residence dwellings in Oxnard.

J. A. Swartz, the general contractor, spared neither time nor labor in its erection and as a result, the home is a real joy both to the builder and its owner.

Special plans called for the building of all of the latest conveniences to make its interior unusually comfortable. The many built-in features are of the very latest design which make it complete in all modern comforts and 'step saving' devices.

J. A. Swartz, the contractor living at 209 Magnolia Avenue, has made his home in Oxnard for some while and has built a number of Oxnard's finer residences.

Another one of the main features of the new Reimann home is that all contracts and labor was let by local people. Lumber was furnished by the People's Lumber Company, electrical refrigeration and its necessary appliances were installed by Fred C. Snodgrass, local dealer for General Electric, electrical wiring was in the hands of Carl W. Fischer, and long established in the plumbing business in Oxnard, this was awarded to Fred C. Duckham.

Both Mr. Swartz and Mr. Reimann will be at the new residence all day Saturday and Sunday, and will be glad to show their friends and all interested about the home, and gladly answer questions by those planning the erection of a home now or in the future."

Directly below this news article are large ads congratulating all of the contractors. The one for J. A. Swartz states that he *'had complete supervision of the contruction'* of this house, as well as *'numerous other Beautiful Homes in Oxnard'*. (See Visual Attachments)

Charles William Reimann received a biographical sketch in the 1940 *History of Ventura County*, the last historical 'mug' book published for the area.[21] A California agronaut with his parents when a small child, he came by boat and covered wagon to the state in the 1870s. His father began farming in the Los Posas district. He established his own reputation of note, making his first home with Father John Lauchbacher in the El Rio district, working for Mr. B. H. Korts in the meat business, and making his fortune in the walnut industry. About 1915, he had expanded his walnut ranching to a large parcel at the corner of Gonzales and Oxnard boulevard and sold the ranch to Andrew Borchard. Both this sketch and his obituary[22] specifically mentioned the home he built at Fifth and "F" streets. This was to be his retirement home as he did so at the age of 57 on January 1, 1930. His wife, Mabel Shotts Reimann, was a prominent member of social life in Oxnard, involved in several of the women's clubs at the time. Very active fraternally, he was a member of Oxnard County No. 750 Knights of Columbus and a life member of the Sons of Herman. The Census of 1940 shows that the Reimann family still occupied this house, although Charles tragically died from a heart attack in August of 1930. He was the father of Charles William Reimann (Jr.) who served as City Manager of Ventura during the era of Urban Renewal in the 1960s.

The William H. Gumpertz Residence c. 1929

The second example of Swartz's work is the residence at 200 G Street, the home of William H. Gumpertz. Although the 1981 Survey gives the owners first name as Samuel, research confirms this was the home of the prominent pioneer who created the first packing house in Oxnard. The 1930 Census gives the value of the house at $8,000.00 at the time of its construction.[23] (See Visual Attachments)

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[21] Ritter, Elizabeth and Sheridan, Edwin M. Sheridan. *The History of Ventura County California. Charles William Reimann.* Harold Mc Lean Meier, Publisher. Ventura County, California. 1940. Page 361.
[22] Staff. *Local Rancher Dies At Fifth St. Home - Heart Attack Fatal For Pioneer Rancher.* Oxnard Daily Courier. Oxnard, California. August 18, 1930. Page 1.
[23] Census, 1930 - *United States Federal Census for William H. Gumpertz.* Accessed through Ancestry.com on 11/18/2014

City directories show that as early as 1921 Gumpertz & Gotfried (Maurice. A. Gotfried) owned and operated this company that specialized in vegetable growing, shipping, and packing with a facility located on A Street. By 1926, they had located a larger facility at East Fifth and the Southern Pacific Railroad Depot. In the 1920s, all records show that William and Blanche Gumpertz lived on 1st Street.

The 1930s Census and subsequent directories confirms that the prosperity of this family allowed them to commission J. A. Swartz to construct their home at 200 S. G Street. As mentioned, this Census gives the value of this home at $8,000.00. Interestingly, this Census tells us that both of them were born in the United States, but that both sets of parents were from Russia. He gives his occupation as proprietor of a vegetable packing company and her profession is listed as a stage hand for a theater. They have five sons ranging in age from 5 to 17 at the time they built their dream home (c. 1929), which is probably why the house is so deeply set on the lot with multiple rooms.

The directory of 1977 states that the family (including William) still lived at this location, which is stated in the 1981 Survey.

William died in 1978 and is buried in the oldest Jewish section at Ivy Lawn (Section F) that was created by Temple Beth Torah founder, George Zander, in 1944. He is among the Jewish pioneers of Ventura County.

As previously stated, this example of Mediterranean style is so well executed it is called out and described as an exceptional structure in the 1999 National Register nomination for the Henry T. Oxnard Historic District. (See Visual Attachments)

Swartz Designed Homes

The above are only two of the known examples of J. A. Swartz's work and intensive research on each of his commissions is outside the scope of this project. However, these illustrate through documentation that he was a notable designer/contractor of high quality in Oxnard in the 1920s and 1930s.

Subsequent Ownership - Notes of Interest

The period of significance is from 1930 to 1934 for its association, occupation, and ownership by J. A. Swartz.

Although not adding to the social significance, it is interesting that the property has consistently attracted professionals and notable last names. Dr. Alexander Mahan was an ear, nose, and throat specialist who purchased the residence from the Swartz's. Names such as Mc Grath and Laubacher have been connected with the property. The current owner is a multi-generation Ventura County citizen who is related to pioneers. One of them was Bruce Anson Leach who signed the Pioneer Society list, having come to Ventura County in 1868. Another relative of the applicant was Floyd Putnam Shaw of the Ventura Acme Soda Works and son of Jesse

A. Shaw, an early Ventura mayor. One of the current grantees, Gerald I. Farrar, is a prominent former city councilperson of Ventura and is the applicant's grandfather.

CONTEMPORARY EXISTING CONDITIONS - 2014

Existing Conditions - Contemporary Description of 636 W. Fifth Street

The residence, along with the garage, is in excellent condition. It would be easily recognizable by a historic contemporary of the 1930s, including J. A. Swartz himself.

The subject structure is a 1-story Spanish Colonial Revival residence, built in a T-shape plan on Lot 2 of the Eastwood and Lathrop Subdivision in Oxnard. It is located at 636 W. Fifth Street, Oxnard, Ca. 93030.

The residence is positioned in the northern portion of the lot and there is a small, square garage positioned in the southwestern corner of the parcel.

From the Sanborn Maps 1929-1950, it appears the house footprint is unaltered and the garage retains its original size and position. There has been a small 'bump-out' attached to the northwest corner of the garage for the purposes of parking a large automobile. (See Visual Attachments)

Primary Elevation: The intersecting gables and pitched sheds of the roof are Spanish Mission tile clad on the primary elevation. The remainder of the roof is flat with a linear parapet that is also tile clad. The entire exterior is clad in stucco. The dominating feature is the Palladian window with a large central fixed pane and 2 flanking side panels. The central 'tower' has a small, entry hall window with Spanish style grille work. An arched attic vent is above this feature. There is an entry courtyard area enclosed by a pony wall that leads to an elevated porch with Spanish style wood columned overhang, capped by a shed roof that is clad in mission tile. The window from the dining room that tops the porch has a fixed central, 8 paned window with multi-pane side windows. The front door and door bell is original and contains a Spanish ornamented 'peep' window with floral ironwork and the numerical address of 636. The original mail box is covered with a bird ornamented iron panel. The main facade is gable ended and extends westward below the roofline to form an arch that contains the side yard gate.

East Elevation: Clad in stucco and topped with mission tile, the fenestration includes two original rectangular inset windows in the dining area, two rectangular windows with original inset sills in the kitchen area (actual windows are replacements), a double rectangular opening in the breakfast room (replacements).

South Elevation: Forming the rear portion of the T-footprint, this area contains the breakfast room and master bedroom. It is stucco clad. The fenestration includes a double rectangular inset opening (replacements) east of the rear exit door. This rear exit door has circular steps descending to the back yard that are clad in Saltillo tiles accented by ornamental tiles. There are three original, double hung windows that give light to the master bedroom on this elevation.

West Elevation: Clad in stucco with a parapet topped with Mission tile, this area contains the front bedroom, bathroom and master bedroom. The fenestration includes two original rectangular fixed pane windows in the living room, two original double hung wood framed windows in the north bedroom, two original, double hung rectangular wood framed windows in the bathroom, a small original wood framed closet window and an original double hung window of the master bedroom.

Interior Features: A large majority of the original character defining features of the residence remain on the interior, many that would have been considered 'modern conveniences' for their time period. From the Reimann house news article of 1929, they appear to be 'signatures' of Swartz work. Original hardwood floors are in the entry, living, dining, hallway, and bedrooms. Arched accented openings are in the vestibule, dining, breakfast, and bathroom. The majority of the hardware on doors and cabinets is original brass with glass doorknobs. Heating vents are covered with original iron grilles in Spanish decorative patterns. The living room has a vaulted ceiling with accented wood beams. The massive fireplace has a pyramid shaped breast, wood mantel, and arched firebox opening. There are coved ceilings throughout the house, some with inset ceiling panels in the dining and breakfast rooms, along with picture rails in the bedrooms. Built in buffet cabinets with glass doors are in the kitchen and breakfast rooms. A built in linen closet is in the hallway. Convenience touches include an iron cabinet, a built in ironing board, and spice cabinet in the kitchen, and a telephone niche with seating in the hallway. The bedroom closet has a 'germ-fighting' window. The bathroom has the original bathtub, inset walk-in shower, and tile wainscots. There are original light fixtures in the breakfast room and entry vestibule.

BUILDING AND ENGINEERING RECORD

Building Permit Record - Known Alterations

The integrity of the property seems to be extremely high. There are no known building records prior to 1999, however, the footprint closely matches that of the 1929-1950 Sanborn Maps. In 1999 the plumbing was updated with the addition of a water heater. In 2012, this property was reviewed by the VCCHB and given an approval for a Certificate Of Review with the project including the replacement of the street sidewalk, replacement of the entry walkway with Saltillo tile, installation of a 24-inch high decorative wall with entry pilasters and down lights. It appears that at the same time, the porch steps, porch, and rear exit steps were also covered in the same material. In 2014, the applicant replaced non-original windows (glass block in the kitchen and vinyl sliding in the breakfast room) with casement windows that were chosen based upon a conversation with Nicole Doner (Senior Ventura County Planner and coordinator for the Ventura County Cultural Heritage Board) and include exterior frames that could be painted to be compatible with the exterior original remaining wood sills. Modern, non-original Spanish themed tile installed by a previous owner in the kitchen was removed by the applicant in the area behind the stove, the buffet counter top, and the kitchen countertops. The kitchen counter

top was non-original and has been removed. The applicant's intent is to return these elements to period appropriate design. (See Visual Attachments)

Evaluation Conclusion - Criteria and Integrity Discussion

Based upon the research in this historic resource evaluation, this property located at 636 W. Fifth Street appears to be both architecturally and socially significant to the City of Oxnard and individually eligible as an Oxnard City Landmark.

Although eligibility can be established through only one criterion, the subject property appears to meet the following criteria for Ventura County Landmark designation:

Criterion 1: It exemplifies or reflects special elements of the County's social, aesthetic, engineering, architectural or natural history (*specifically, residential architecture of the 1930s*).

Criterion 2: It is identified with persons or events which are significant in national, state, or local history (*specifically J. A. Swartz on a local level*).

Criterion 4: It is representative of a master (significant/contributing) builder (*specifically, J. A. Swartz).*

Criterion 5: It embodies elements of architectural design, details, materials or craftsmanship which represents a significant structural or architectural achievement or innovation. (*specifically, Spanish Colonial Revival of high quality*).

All seven of the aspects of integrity are demonstrated at the subject property; which are location, design, setting, materials, workmanship, feeling, and association.

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Map of the town of Oxnard. Colonia Improvement Company. Surveyed January 1898. Ventura County Mapping Department

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THE SWARTZ RESIDENCE, 1930

636 W. FIFTH STREET, OXNARD, CA 93030

Landmark and Mills Act Application

VISUAL ATTACHMENTS

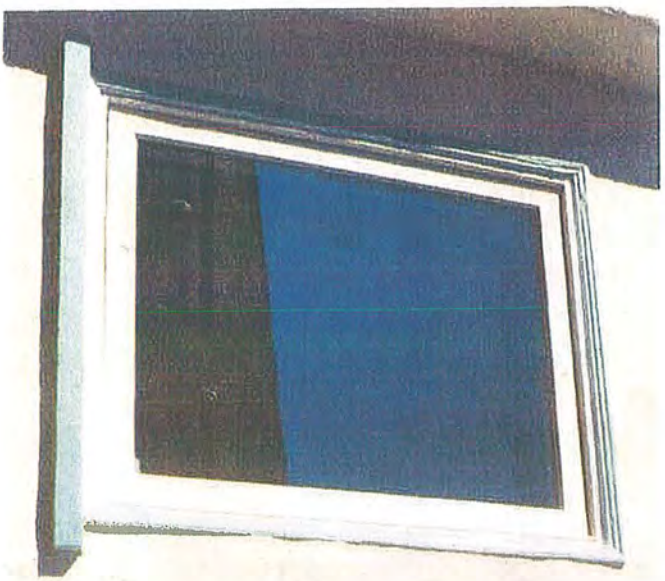
ARCHIVAL PHOTO - 1980

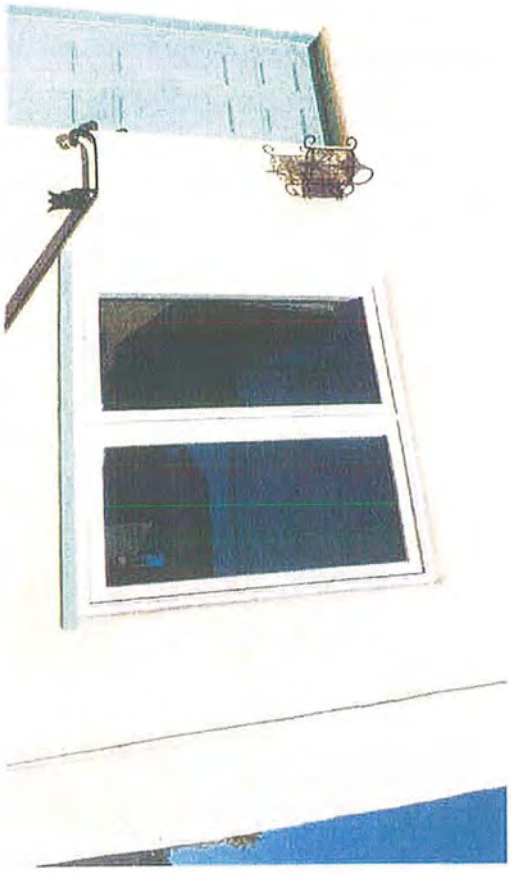
ELEVATIONS - 2014

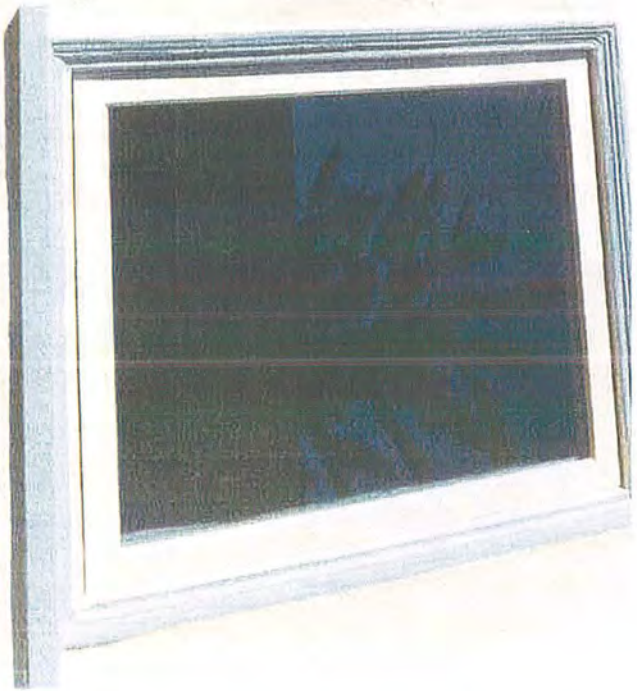
PRIMARY (STREET FACING)

NON-PRIMARY (REAR AND SIDE)

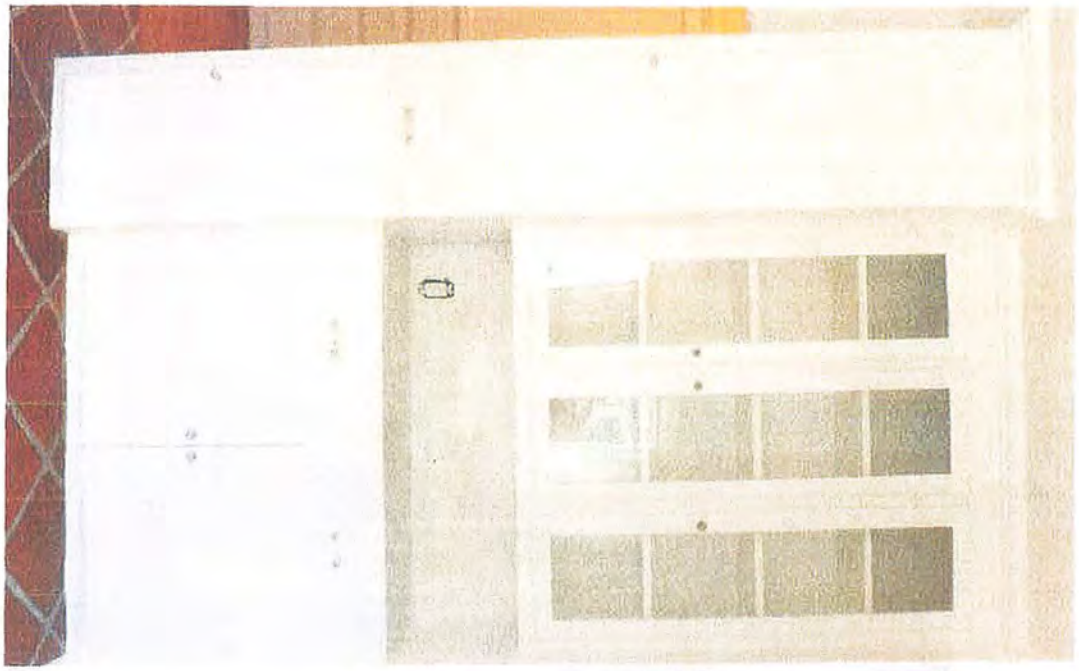
EXTERIOR DETAILS - 2014

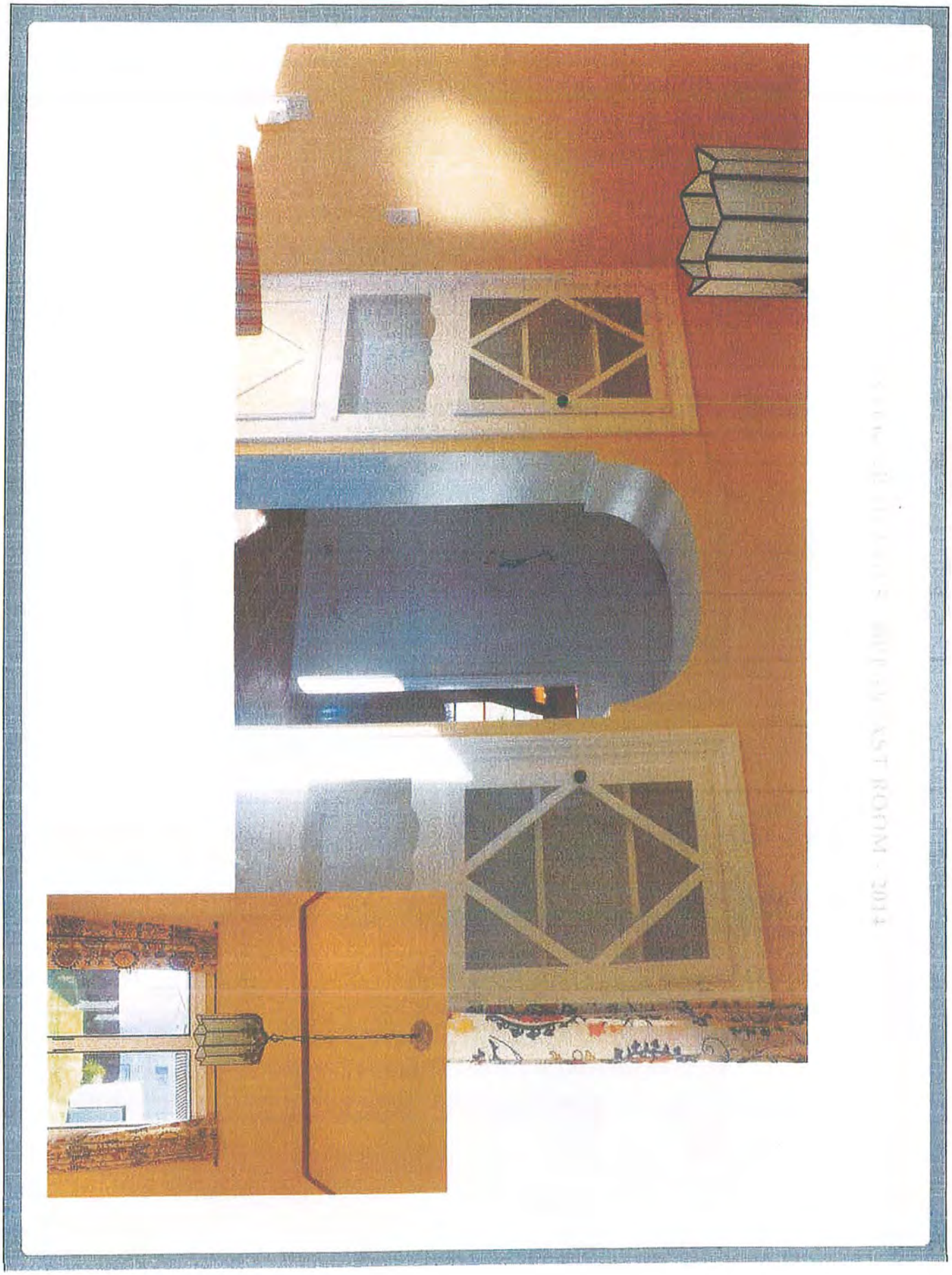


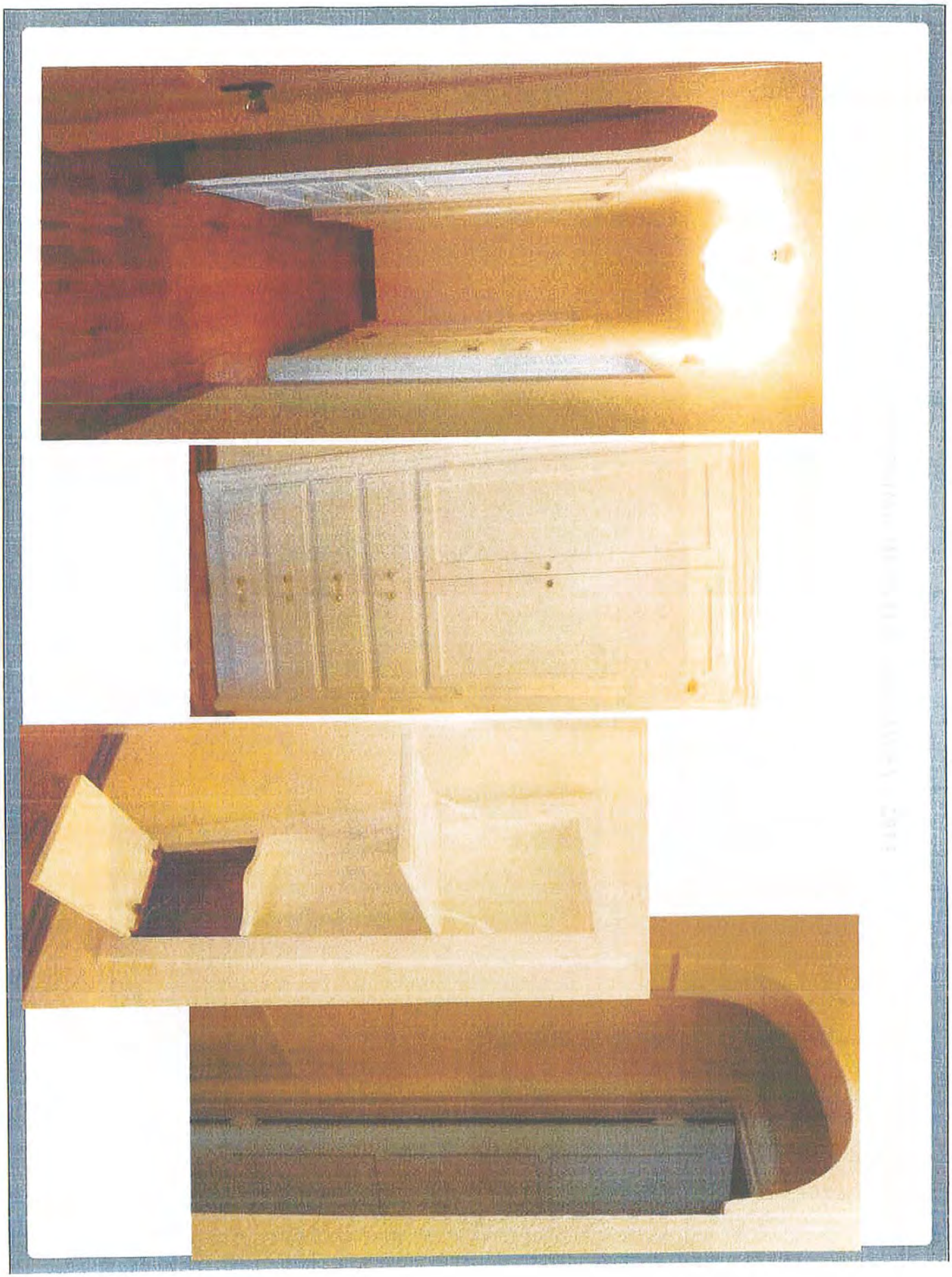


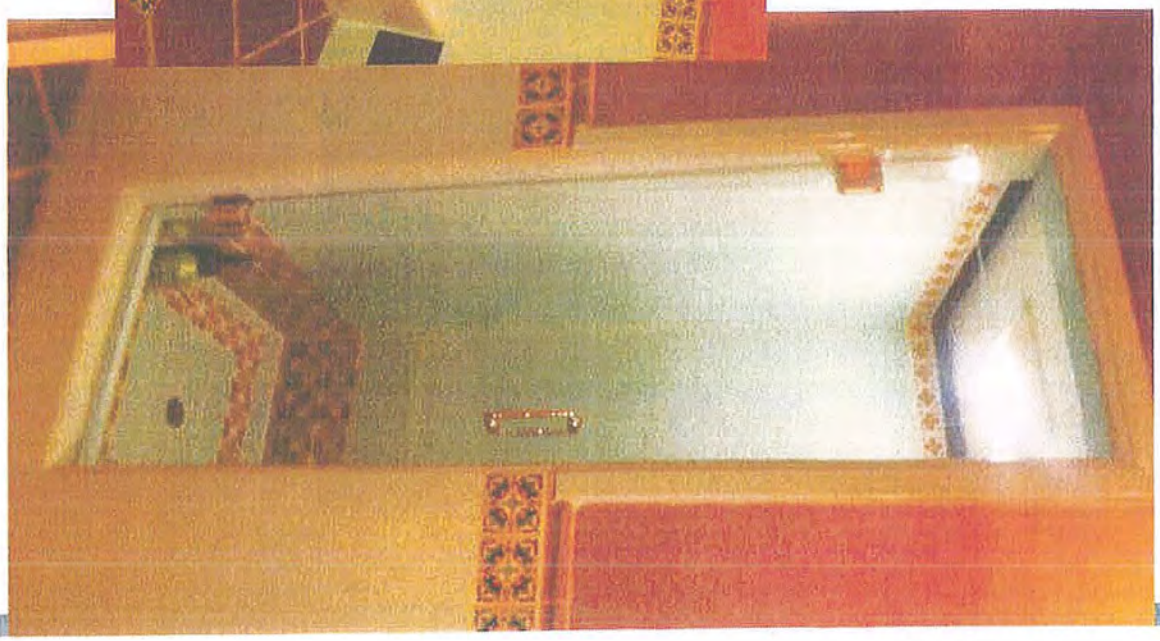


INTERIOR DETAILS - LIVING/DINING ROOM - 2014









Reiman Charles W Head
May M Wife-H
Lucile E Daughter
Charles W Son
Mary C Daughter
10000

Chas. W. Reiman Home
To be Open for Inspection
Tomorrow and Sunday

Citrus Heating Will
Shade All Records

Dair Kent

Refrigerator

J. A. Swartz

Plastering

PLUMBING

Brad C. Snedgrass

Building Material

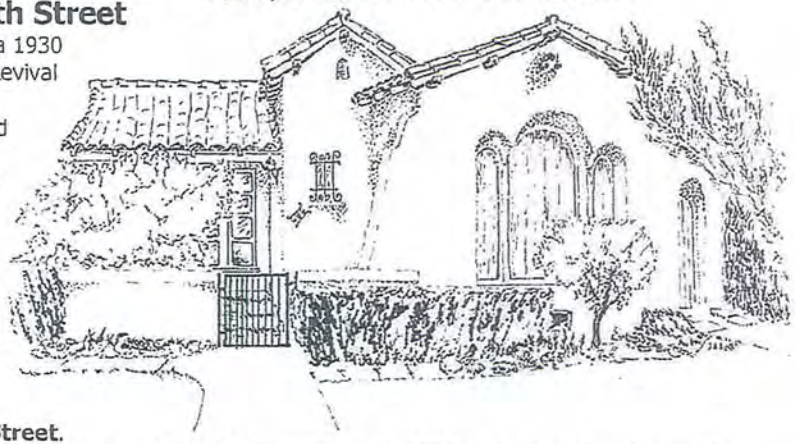
Peoples Lumber Co.

Electrical

Carl W. Hacker

The Swartz House
636 W. Fifth Street

Year Built: Circa 1930
Style: Spanish Revival



First Owners and Residents: Jacob and Ester Swartz. The 1931 edition of the Ventura County Directory has Jacob and Ester Swartz as the residents of **636 West 5th Street.**

Ester emigrated from Poland to the United States in 1912 and Jacob immigrated in 1914. Jacob (Jack) Swartz was a building contractor, but little else is known about the Swartz family. Dr. Alexander Mahan lived in the home in 1934. Elizabeth Cooper, widow of Stuart Cooper, moved into the house in 1938. She lived at **636 W. 5th Street** until 1950.

Subsequent Owners:
1950-1959 Margaret McGrath
1959-1977 Ann Laubacher and family
1977- 2001? Lowell and Marion Larson
2001- ~~Present~~ Marion Larson
2013-2014 Mark Degen
2014 – Daryl Cruser

External Architectural Details: Original courtyard with arched gate to the side yard. The original doorbell is in place. The peep-hole has the address on it. The front window has three arches.

Interior Architectural Details: Original light fixture in the entry. The windows throughout are original. There is an arched entry into the living room with original beams and fireplace. Arched passage into the coved-ceiling dining room. Original furnace in the basement. The windows in the kitchen are not original. The medicine cabinet above sink is original, as are the cabinets, vent, "California cooler," iron closet, and iron cubby in the kitchen. Notice the arch in the breakfast nook, with the original light and coved ceiling. The back bedroom has picture rail molding, coved ceiling, and oak flooring. The hall has a built-in and phone niche. There is an arched entry to the bathroom which has the original tub, shower, toilet, coved ceiling and built-in. The front bedroom has the original picture rail molding, coved ceiling and oak floor.

PUBLIC ARCHITECTURAL
ACKNOWLEDGEMENT
AUTUMN HOME TOUR 2008

107

United States Department of the Interior
National Park Service

NATIONAL REGISTER OF HISTORIC PLACES
REGISTRATION FORM

RECEIVED 2280
JAN - 8 1990
NAT. REGISTER OF HISTORIC PLACES
NATIONAL PARK SERVICE

1. Name of Property

historic name Oxnard, Henry T. Historic District

other names/site number

2. Location

street & number F and G Streets between Palm and 5th Streets
city or town Oxnard vicinity
state California code CA county Ventura Code 111
zip code 93030

3. State/Federal Agency Certification

As the designated authority under the National Historic Preserv of1986, as amended, I hereby certify that this _X_ nomination ____ request for determination of eligibility meets the documen standards for registering properties in the National Register o Places and meets the procedural and professional requirements s 36 CFR Part 60. In my opinion, the property _X_ meets ___ do the National Register Criteria. I recommend that this propert considered significant ___ nationally __statewide _X_ locally. continuation sheet.)

Signature of certifying official — November 19, Date

United States Department of the Interior
National Park Service

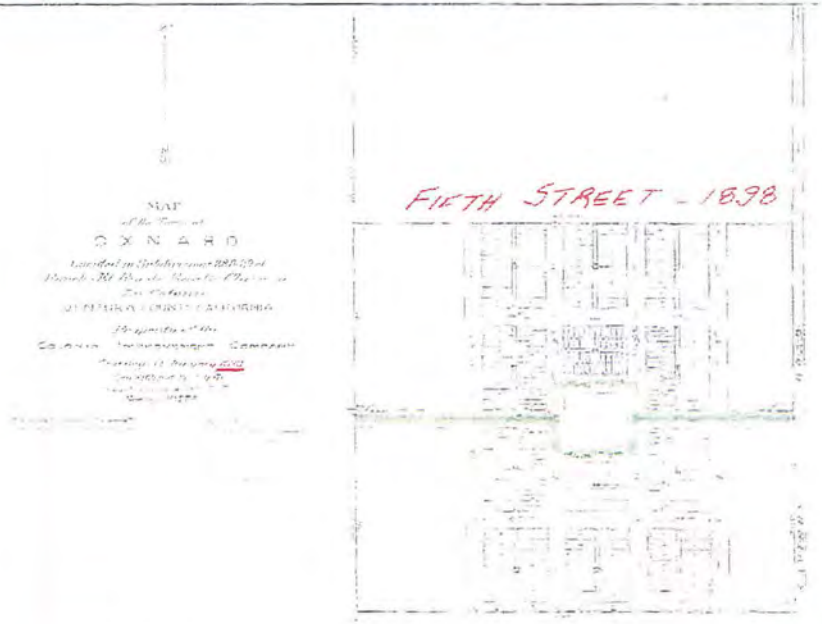
National Register of Historic Places
Continuation Sheet

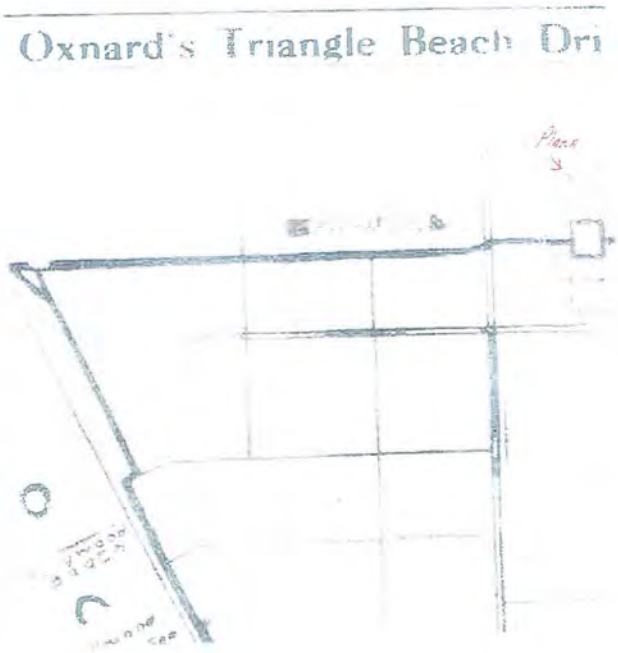
Ventura, County
Henry T. Oxnard, Historic District

Section number 8 Page 44

Oxnard, California

The large two-story Craftsman, Prairie and Revival homes make up approximately one tenth of the contributing homes in the district. The remainder of the houses are modest Revival style one story homes. Revival styles on F and G streets include Mission, Spanish Mediterranean, Classical, Colonial and Provincial revival styles. G Street has a greater number of the revival style homes. An outstanding example of Mediterranean Revival is 200 South G Street. The house features a tiled tower entrance with radiating detail around the door; a Moorish arched window, wrought iron details on porch and windows. F Street has some high-style interpretations of the California Bungalow Craftsman movement, such as, 401 South F Street which features low horizontal roof gables, massive exposed beams and rafters, and decorative three -high stacked cross gable porch supports. 261 South F Street designed by noted Los Angeles Architect, Alfred F. Priest has a side clipped gable roof, exposed eave overhangs, exposed rafters, grouped multi-paned casement windows and original stained glass windows.


MAP
OXNARD
FIFTH STREET - 1898


Oxnard's Triangle Beach Dri

RD DAILY COURIER
D THE OXNARD DAILY NEWS
RK DRIVE'-BLACKSTOCK
INJUNCTION AGAINST PLAZA LANES
USELESS DECLARES CITY ATTORNEY;
OPPOSITION PREPARES TO FIGHT

Oxnard

The Southland's "VEGA" and the Simi Valley

FOREWORD

OXNARD CITY

SITUATED MIDWAY between Los Angeles and Santa Barbara, on the main line Southern Pacific Railway and the Roosevelt Coast Highway, the city of Oxnard knows its A B C's but is noted particularly for its Oil, Seeds, Beans, Babies and Beaches. Yet those are not Oxnard's only assets.

Oxnard, a city of 6500 people has a temperate climate averaging 70 degrees the year round. Its business section is complete and up-to-date. The residential section is outstanding for its natural beauty. Streets are bordered with rare trees and shrubs. Most of the residents are home owners who preserve and enhance this loveliness through individual and community effort. Several parks and playgrounds, chief of which is the city's Plaza, add distinction and charm.

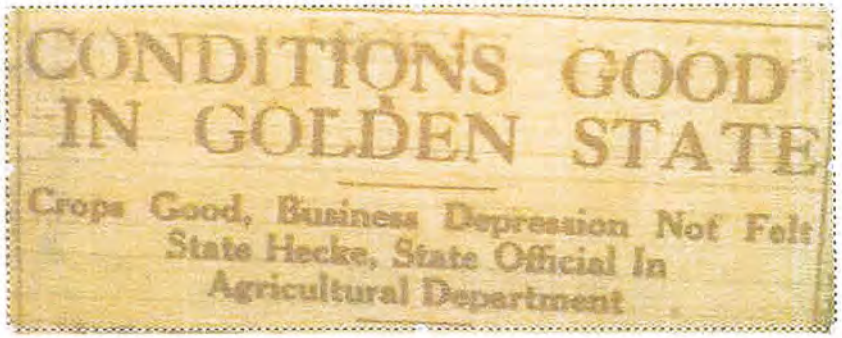
Public buildings and newer structures are striking in architectural beauty. Streets are wide and all paved, sidewalked and illuminated. Governed by a council of five, Oxnard's civic and financial affairs are in splendid condition. The city owns an efficient water works, has a well equipped fire department, police force, engineering and other departments necessary in modern city government. Oxnard is a city of the sixth class, founded 1898, incorporated 1903. Assessed valuation is $4,670,916. The city tax rate is $1.42 per $100 and the county (inside) $3.68.

Two noted hospitals featuring twilight sleep in obstetrics with excellent records add to Oxnard's distinction. Adequately equipped schools, churches, theatres, lodges and other fraternal, social and service organizations take important places in the activities of every day life. Cost of living is considerably lower than in many other towns of like size. Modern department stores and shops offer foodstuffs, clothing, etc. at reasonably priced. Minimum gas, light, water and telephone rates prevail.

Oxnard is not a boom town but has been built up by steady investment business which it enjoys and which is responsible for its position of prominence in Southern California.

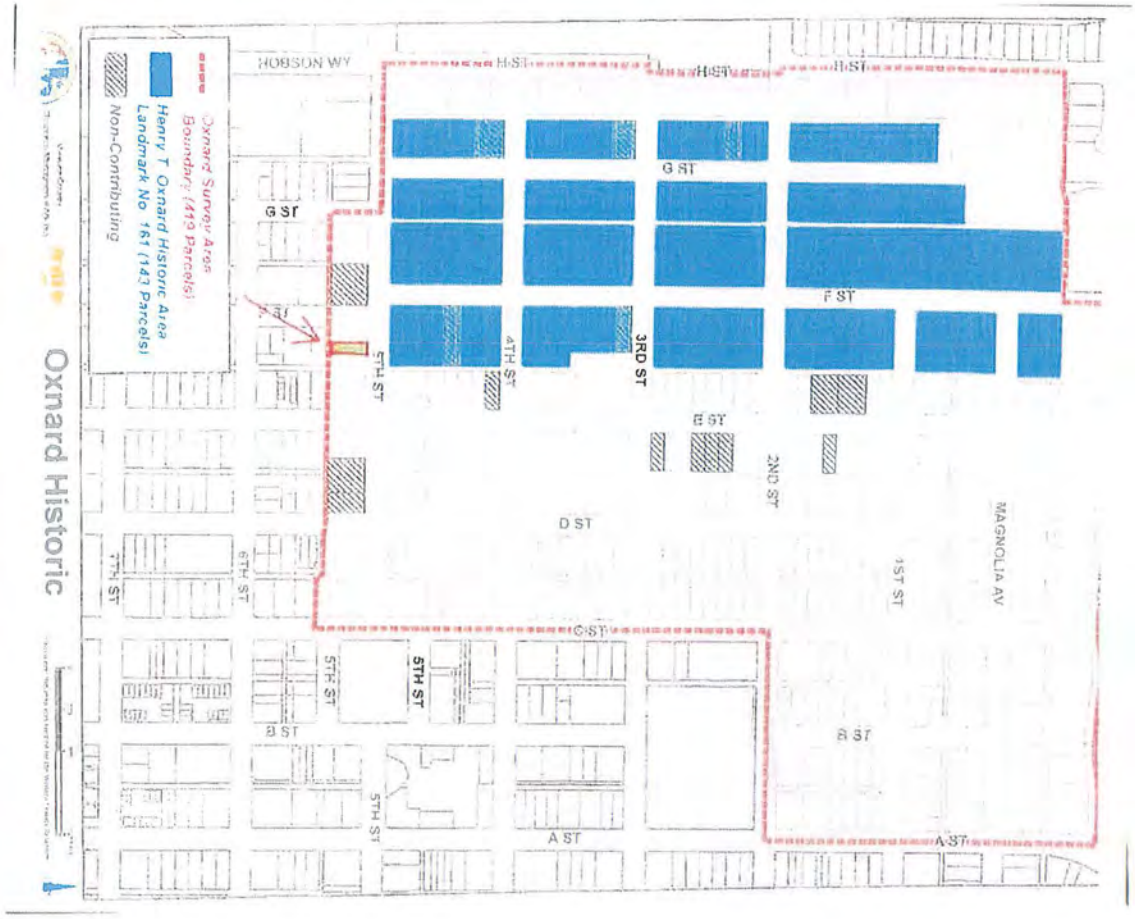
AGRICULTURAL LEADERS PRAISE OXNARD VEGA

"VEGA'S" MIRACLE MOUNTAIN PUBLISIZED IN L. A. EXAMINER


CONDITIONS GOOD IN GOLDEN STATE

Crops Good, Business Depression Not Felt State Hecke, State Official In Agricultural Department

PZ15-168-01 Historical Landmark 175


Oxnard Historic
Oxnard Survey Area Boundary (413 Parcels)
Henry T Oxnard Historic Area Landmark No 161 (143 Parcels)
Non-Contributing
HOBSON WY
H ST
G ST
F ST
E ST
D ST
C ST
B ST
A ST
A ST
3RD ST
4TH ST
5TH ST
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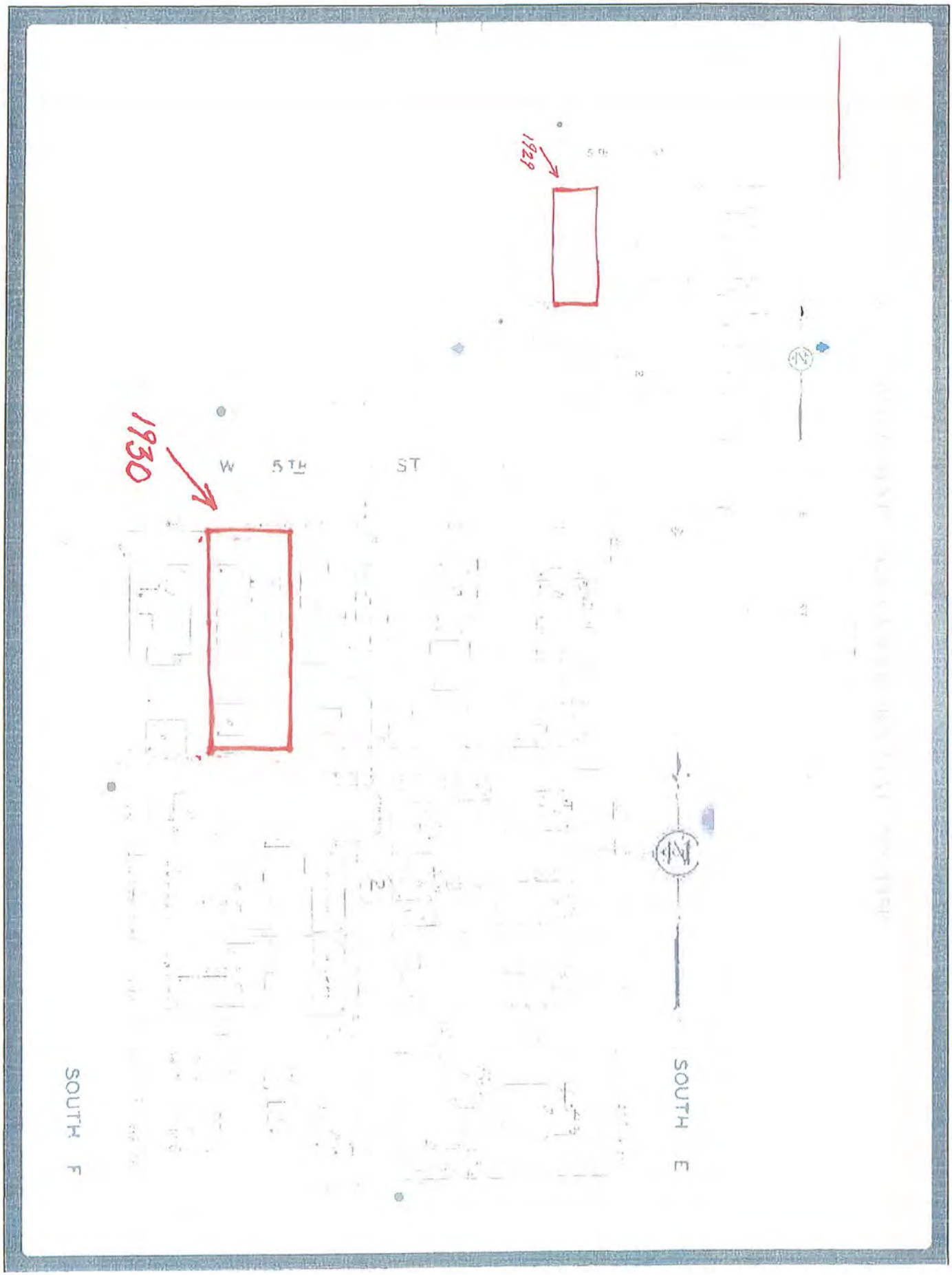
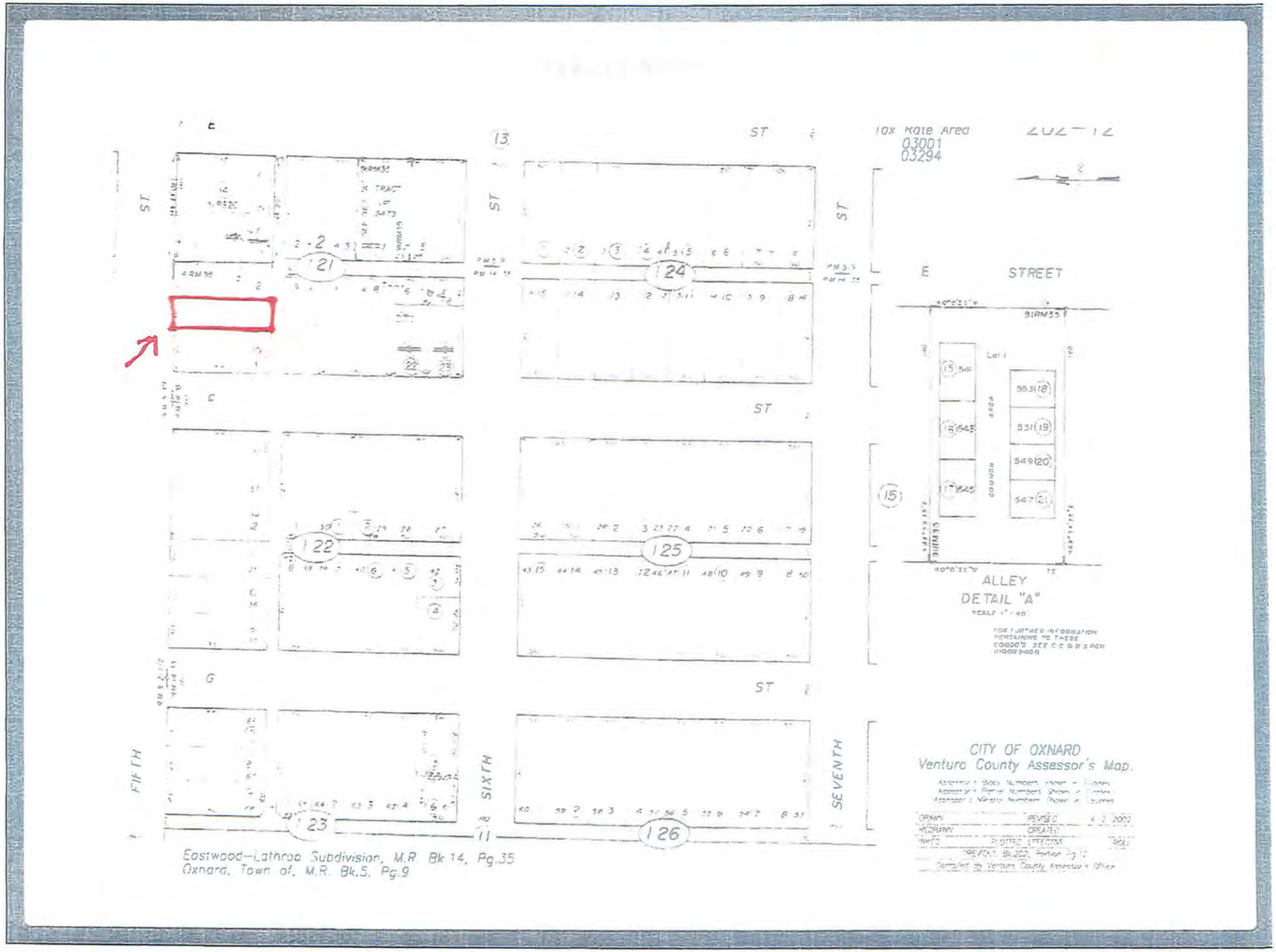
2ND ST
MAGNOLIA AV


1929
1930
W 5TH ST
SOUTH F
SOUTH E


ST
13
ST
ST
Tax Rate Area
03001
03294
E STREET
ALLEY
DETAIL "A"
SCALE 1" = 40'
121
124
122
125
123
126
15
FIFTH
SIXTH
SEVENTH
Eastwood-Lathrop Subdivision, M.R. Bk 14, Pg.35
Oxnard, Town of, M.R. Bk.5, Pg.9
CITY OF OXNARD
Ventura County Assessor's Map

State of California C The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Listings
Review Code | Reviewer | Date

Page 1 **of** 2 ***Resource Name or #:** (Assigned by recorder) The J. A. Swartz Residence, c. 1930
P1. Other Identifier: 636 W. Fifth Street, Oxnard, CA 93030

***P2. Location:** ☐ **Not for Publication** X **Unrestricted**
***a. County** Ventura **and** (P2c, P2e, and P2b or P2d. Attach a Location Map as necessary.)
***b. USGS 7.5' Quad** _____ **Date** _____ **T** __; **R** ___; __ ☐ **of** __ ☐ **of Sec** __; _____ **B.M.**
c. Address 636 W. Fifth Street, Oxnard, CA City
Zip 93030
d. UTM: (Give more than one for large and/or linear resources) Zone __, _____ mE/ _____ mN
e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, decimal degrees, etc., as appropriate)
APN #202-0-121-110 (Document Number 140095086)

***P3a. Description:** (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)
The subject property is a 1-story, Spanish Colonial Revival residence constructed in a T-shape footprint with a covered porch. It is located at the northern portion of Lot 2 of the Eastwood and Lathrop Subdivision of Oxnard. There is a rectangular garage located in the southwestern portion of the lot. The residence is clad in stucco with Mission tile roofing. Outstanding features include a tripartite Palladian window, multi-paned dining room windows, intersecting rooflines, carved wooden columns, iron grille work, extended arched rear garden entry, and multiple original detail features on both the exterior and interior. The primary elevations are stepped out from the porch to form two gables, one that gives a tower like appearance and the other contains the Palladian window. The porch is enclosed by a pony wall and forms a courtyard. ***(See attached HISTORIC RESOURCE EVALUATION for comprehensive research and description discussion.)***

P5a. Photograph or Drawing

***P3b. Resource Attributes:** (List attributes and codes) HP2
***P4. Resources Present:** ☐ Building ☐ Structure ☐ Object ☐ Site ☐ District ☐ Element of District ☐ Other (Isolates, etc.)
P5b. Description of Photo: (view, date, accession #) 12/13/2014
***P6. Date Constructed/Age and Source:** X Historic ☐ Prehistoric ☐ Both
1930-multiple sources

***P7. Owner and Address:**
Daryl S. Cruser
636 W. Fifth Street
Oxnard, CA 93030

***P8. Recorded by:** (Name, affiliation, and address) Cynthia Thompson
807 Poli Street
Ventura, Ca 93001

***P9. Date Recorded:** 12/22/2014

***P10. Survey Type:** (Describe)
Landmark application

***P11. Report Citation:** (Cite survey report and other sources, or enter "none.")
Listed in the 1981 Oxnard Survey as outstanding residential exmaple on Fifth Street.
(See attached Historic Resource Evaluation for comprehensive research)Attachments BELOW

State of California C The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
PRIMARY RECORD

Primary #
HRI #
Trinomial
NRHP Status Code

Other Listings
Review Code *Reviewer* *Date*

Page 1 **of** 2 ***Resource Name or #:** (Assigned by recorder) The J. A. Swartz Residence, c. 1930
P1. Other Identifier: 636 W. Fifth Street, Oxnard, CA 93030

***Attachments:** []NONE []Location Map XContinuation Sheet XBuilding, Structure, and Object Record
[]Archaeological Record []District Record []Linear Feature Record []Milling Station Record []Rock Art Record
[]Artifact Record []Photograph Record x Other (List): SEE BELOW

See the attached HISTORIC RESOURCE EVALUATION document that provides comprehensive research and information in the areas of:

Landmark Designation Criteria
Contextual Background
- *Historic Context - City of Oxnard through 1930*
- *Area Specific Historic Context - Fifth Street from 1898-1930*
- *Historic Context - Oxnard's Delayed Depression, 1929-1932*

Architectural Type
- *Spanish Colonial Revival - The Architecture of Success*

Historic Identification
- *The Oxnard 1981 Survey*

Social Significance
- *J. A. Swartz - Social Context*
- *The Charles Reimann Residence - 1929*
- *The William H. Gumpertz Residence, c. 1929*
- *Swartz Designed Homes*
- *Subsequent Ownership - Notes of Interest*

Contemporary Existing Conditions - 2014
- *Existing Conditions - Contemporary Description of 636 W. Fifth St.*

Building and Engineering Record
- *Building Permit Record - Known Alterations*

Evaluation Conclusion - Criteria and Integrity Discussion.
Bibliography and Resources

See attached VISUAL ATTACHMENTS that includes:
Exterior and Interior Photography
Swartz Designed Residences - Contemporary Photography
Archival documentation that includes:
- *Newspaper coverage*
- *Autumn Home Tour inclusion - 2008*
- *National Register Swartz acknowledgement (Henry T. Oxnard Historic District)*
- *Oxnard Prosperity (news and brochure)1929-1931*
- *Archival Maps*
  - *1981 Survey Area*
  - *Fifth Street Context*
  - *Eastwood/Lathrop Subdivision*

Parcel Map
Deed/Legal Description
Building Records
VCCHB Review in 2012

State of California C The Resources Agency Primary #
DEPARTMENT OF PARKS AND RECREATION HRI#

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or # (Assigned by recorder) The J.A. Swartz Residence, 1930.
*NRHP Status Code N/A
Page 1 of 2

B1. Historic Name: The J. A. Swartz Residence, c. 1930
B2. Common Name: 636 W. Fifth Street, Oxnard, CA 93030
B3. Original Use: Residence B4. Present Use: Residence
*B5. Architectural Style: Spanish Colonial Revival
*B6. Construction History: (Construction date, alterations, and date of alterations)
Constructed by and for noted Oxnard contractor J. A. Swartz. No building records exist prior to 1999. Plumbing was updated in 1999. In 2012, the VCCHB approved a decorative wall at the front of the lot (see Consultant Continuation Sheets). In 2014, kitchen and breakfast room windows were replaced on a non-primary elevation. Sanborn Maps of 1929-1950 imply no major footprint alterations.

*B7. Moved? XNo ☐Yes ☐Unknown Date: _____ Original Location: _____
*B8. Related Features:

See attached HISTORIC RESOURCE EVALUATION document and VISUAL ATTACHMENTS document for comprehensive discussion of features.

B9a. Architect: _____ b. Builder: J. A.Swartz(designer/builder)
*B10. Significance: Theme Architectural and Social significance/local level
Area Oxnard, California
Period of Significance 1930 Property Type Single Family Residence Applicable Criteria (Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

See attached HISTORIC RESOURCE EVALUATION document and VISUAL ATTACHMENTS document for comprehensive significance discussion.

Appears to meet Oxnard CHB Ordinance No. 3974 criteria:
Criterion 1. County/city's architectural history - residential architecture 1930s.
Criterion 2. Identified with significant local person, J. A. Swartz.
Criterion 4. Embodies high quality of Spanish Colonial Revival design.
Criterion 5. Representative of a local master designer/builder, J. A. Swartz.

Appears to meet all seven aspects of integrity.

(Sketch Map with north arrow required.)
Map SKETCH - N.pdf Map SKETCH - N.pdf

(This space reserved for official comments.)

State of California C The Resources Agency Primary #
DEPARTMENT OF PARKS AND RECREATION HRI#

BUILDING, STRUCTURE, AND OBJECT RECORD

*Resource Name or # (Assigned by recorder) The J.A. Swartz Residence, 1930.
*NRHP Status Code N/A
Page 1 of 2

B11. Additional Resource Attributes: (List attributes and codes)
*B12. References:
See attached HISTORIC RESOURCE EVALUATION document and VISUAL ATTACHMENTS document for BIBLIOGRAPHY AND RESOURCES.

B13. Remarks:

*B14. Evaluator: Cynthia Thompson
*Date of Evaluation: December 22, 2014

(Sketch Map with north arrow required.)
Map SKETCH 1.pdf Map SKETCH 1 N.pdf

(This space reserved for official comments.)

RESOLUTION OF THE OXNARD CULTURAL HERITAGE BOARD RECOMMENDING APPROVAL OF THE DESIGNATION AS A VENTURA COUNTY HISTORICAL LANDMARK AND MILLS ACT CONTRACT FOR THE J.A. SWARTZ RESIDENCE

WHEREAS, the Ventura County Cultural Heritage Board serves as the Cultural Heritage Board for the City of Oxnard; and

WHEREAS, the Oxnard Cultural Heritage Board, on July 13, 2015, held a public hearing to consider a request to designate property known as J.A. Swartz Residence, located at 636 West Fifth Street, Oxnard as Ventura County Historical Landmark No. 175 and a request for a "Mills Act" historical property contract ("Contract") with the property owners of the J.A. Swartz Residence, pursuant to City of Oxnard procedures and Section 50280 of the California Government Code for all structures on-site and the site; and

WHEREAS, the Oxnard Cultural Heritage Board, on July 13, 2015, found that J.A. Swartz Residence, as a qualified historical property that is privately owned, not exempt from property taxation, is eligible as a Ventura County Historical Landmark; and

WHEREAS, the property owners of the J.A. Swartz Residence, if designated by the Oxnard City Council as a County Landmark, are eligible to take advantage of the Contract benefits of property tax savings in exchange for restoration, preservation, and maintenance of the J.A. Swartz Residence; and

WHEREAS, the Contract requires that the owner stipulate to proposed rehabilitation measures for every ten-year period, and that the Contract is automatically renewed each year and is transferred to new owners when the property is sold.

NOW, THEREFORE, BE IT RESOLVED that the Oxnard Cultural Heritage Board recommends to the City Council that they approve the designation of property located at 636 West Fifth Street, Oxnard as Ventura County Historical Landmark No. 175 and authorize the Mayor to execute a Mills Act Contract for the J.A. Swartz Residence. A recorded copy of such Contract to be on file with the Ventura County Recorder's Office.

Date: 7/13/15

By: _____
Gary Blum, Chair
Oxnard Cultural Heritage Board

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD TO APPROVE PLANNING AND ZONING PERMIT NO. 15-681-01 (HISTORICAL LANDMARK DESIGNATION NO. 175) TO DESIGNATE PROPERTY (J.A. SWARTZ RESIDENCE) LOCATED AT 636 WEST FIFTH STREET, AS VENTURA COUNTY HISTORICAL LANDMARK NO. 175. FILED BY CYNTHIA THOMPSON ON BEHALF OF DARYL S. CRUSER, PROPERTY OWNER, 636 WEST FIFTH STREET, OXNARD, CALIFORNIA 93030.

WHEREAS, in accordance with City Council Resolution No. 10,135, the Ventura County Cultural Heritage Board, serving as the City of Oxnard Cultural Heritage Board, adopted a resolution recommending that the City Council designate J.A. Swartz Residence as Ventura County Historical Landmark No. 175, filed by Cynthia Thompson on behalf of Daryl S. Cruser, property owner; and

WHEREAS, the City Council has held a public hearing and received and reviewed written and oral comments related to the application for historical landmark designation of the property J.A. Swartz Residence; and

WHEREAS, the City Council has carefully reviewed the recommendation of the City of Oxnard Cultural Heritage Board, and based upon the information presented at the public hearing, and for the reasons cited by the Oxnard Cultural Heritage Board has concluded that the J.A. Swartz Residence property is of historical significance to the City of Oxnard and meets criteria set forth by Resolution No. 10,135 regarding historical landmarks; and

WHEREAS, the City Council finds that approval of Ventura County Historical Landmark Designation No. 175 is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15331 (Historical Resource Restoration/Rehabilitation) since approval will only result in limited maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of a historical resource in a manner consistent with the Secretary of the Interior's Standards for the Treatment of Historical Properties, which is consistent with a Class 31 exemption, and as a result further finds that that there is no substantial evidence that the Ventura County Historical Landmark Designation No. 175 may have a significant effect on the environment.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Planning and Zoning Permit No. PZ 15-681-01 (Historical Landmark Designation No. 175) is approved and hereby declares J.A. Swartz Residence to be Ventura County Historical Landmark No. 175.

PASSED AND ADOPTED this 23rd day of February 2016, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

ATTACHMENT 5
PAGE 2 OF 2

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

DATE: February 23, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Maria A. Hurtado, Assistant City Manager

SUBJECT: Amendment #2 to Agreement for Accounting Services with Eadie & Payne, LLP

CONTACT: Maria Hurtado, Assistant City Manager
Maria.hurtado@ci.oxnard.ca.us, 385-7430

RECOMMENDATION

That City Council approve:

1. Amendment 2 of the Agreement for Accounting Services with Eadie & Payne, LLP, based on the scope of services described in Attachment A in the amount of $194,000.

2. An appropriation of $194,000 from the General Fund balance. Audit costs will be distributed to other funds as part of the indirect cost allocation currently being prepared by Revenue and Cost Specialists.

DISCUSSION

After receiving the Organizational Assessment report completed by Management Partners and Renne Sloan Holtzman Sakai, the City Manager recommended and the City Council approved changing its independent auditor. This decision was prompted by a number of significant financial issues extending over several years identified in the Assessment but not called out in prior audit reports. Eadie and Payne, LLP, was selected as the firm best suited to meet the City's needs and a 3-year agreement (A-7819) was approved on August 24, 2015, in the amount not-to-exceed $317,175, with a budget appropriation approval for one year in the amount of $101,325. A first amendment was approved by City Council on January 26, 2016 in the amount of $98,500.

Initial audit findings and the City's need to understand its internal control environment in more detail resulted in the first Amendment to the initial audit services agreement totaling $98,500. Services added in that agreement included more extensive work in extended audit procedures, internal control review and assistance to staff.

Initial Expectations - All independent CPA firms that proposed were referred to the Assessment reports for information about the City's situation. Staff expected proposers to discuss changes in scope based on additional work that could be required as a result of the problems identified in the Assessment in connection with the final contract approval. In addition to issues raised in the Assessment, staff understood that turnover at the CFO, Controller and Management Accountant/Auditor level and extended vacancies in those positions left the City without adequate numbers of qualified staff during the last half of the fiscal year. During the spring, Finance Department resources were focused on dealing with the budget impacts of the Assessment findings.

As a result ongoing operations fell behind. When key staff positions were filled in August the City's qualified staff had little time to investigate the nature of the City's accounting system, the completeness and quality of systems and records or the financial reporting issues confronting the City. This meant that new staff and the new auditors were learning about the City's financial environment at the same time. Adjustments to the expected audit scope had to wait until both staff and the auditors had more information.

Expecting to find industry standard practices in place, the Auditors ran into initial problems that appeared to result from understaffing, lack of written policies, an outdated financial system, and a number of incomplete accounting tasks that were not completed during the staff turnover preventing the Auditors from moving as quickly as they anticipated. The auditors worked with staff to increase the audit services contract by $98,500, resulting in Amendment 1 to the audit services agreement. This amendment included $30,500 for bank and general ledger reconciliation work and for review of Fiscal 2013-2014 general ledger adjusting entries and prior auditors' work papers. It also included an additional $38,000 used for more extensive review of internal controls and of the City's compliance with the State Controller's Office's internal control guidelines. The new scope also included $20,000 for assistance to staff in preparation of the CAFR and $10,000 for a review of compliance with golf course agreements between the City and the operator.

Serious Problems Emerge - As the auditors extended the scope of their review, they continued to find serious, long-standing problems. These included extensive bank reconciliation problems, lack of regularly updated detailed schedules to support values in balance sheet accounts and frequent journal entry posting errors. As new staff members worked to complete schedules suitable for audit they also encountered accounts requiring extensive evaluation and analysis. Problems with the City's accounting for winding up redevelopment agency operations and creation of the Successor Agency in 2012 and subsequent years also created problems. Existing staff could not support the demands of the audit and maintenance of ongoing operations. Both areas fell behind.

Before the audit could begin, major balance sheet categories including capital assets, payroll liability accounts, accounts receivable and accounts payable have to be reconciled. Errors related to recording recent debt refinancing have to be corrected. In one instance, debt issued in Fiscal 2014 was not disclosed in the Financial Statements or recorded in the General Ledger because capital lease accounting rules were not followed. In another, a CalPERS retiree medical benefit may not have been properly expensed. In some cases capital projects have not been reviewed for years, completed projects have not been closed nor depreciation or maintenance expenses recognized.

Additional Audit Support - Problems continue to crop up but more is known about them because additional qualified people are involved in the analysis. It is important to note that many people in the Finance Department were not in positions that required advanced technical qualifications, nor were they involved in department policy decisions. Finance department staffing has been lean and most accounting knowledge was concentrated in the three people who left the City last winter, and transfer of knowledge did not occur.

The number of new findings and reconciliation problems recently resulted in a decision by Eadie & Payne to pull its audit team out of the City's offices until problems are resolved. Because schedules were not being met the audit team could not stay productive or avoid involving itself in staff level work that could be interpreted as creating records subject to audit, which is a breach of auditor independence.

These problems with systems and records prompted the City Manager to recommend, and the Council to approve, additional temporary staff assistance to assure that records are audit ready when the audit team returns. The temporary staff assigned to City of Oxnard tasks have significant government accounting and audit experience and are working with City staff to make progress. Initial contracts for this assistance were approved by the City Manager but the amount of work required led to City Council approval of increased appropriations at the February 9, 2016 City Council Meeting.

Timing and Costs - The timing of audit work for Fiscal 2015-2016 affects the audit and the request for additional assistance. Normally municipal audit work starts in May or June of the year being audited. To return to a normal reporting schedule for the CAFR and other required reports, audit work will begin soon. Closing this year's audit issues, improving systems and bringing reconciliations up to date have high priority.

The City's auditors have warned of added work and costs in Fiscal Policy Task Force Meetings. The scheduled audit completion date has moved from December 2015 to March 31, 2016, as part of these discussions. It was apparent that existing contract authority would not be adequate to fund completion of the audit and that the March 31st completion date would not be feasible. Staff asked Eadie & Payne for a review of hours committed, status of work completed and hours required to complete the audit.

Over the last two weeks City staff and Eadie & Payne have discussed the audit schedule and cost and concluded that an additional contract amendment of $159,000 would make it possible to issue a report by April 30. Task descriptions and associated costs are included in Exhibit A-1 of Attachment 1. Most of the added costs ($108,000) are required to complete the audit work and issue financial statements, $35,000 is associated with internal and external meetings and communication, and $16,000 relates to work associated with responses to State Controller's Office questions and review of implementation of new leave policies.

The delay in the audit schedule results because the auditors must complete more extensive testing to assure themselves that the City's numbers are materially correct despite the errors and weak controls encountered so far. Report drafting has just begun but depends on final numbers before it can proceed rapidly. This year, high levels of complexity will characterize financial statements, footnotes and

Management's Discussion and Analysis in the CAFR. The normal time to complete and review a routine CAFR after the final general ledger and supporting schedules for footnotes are produced is about four weeks.

The modified schedule provides four weeks to establish auditable balances, two weeks to iron out difficult scope, representation and disclosure issues and four weeks to draft and review financial reports, including the Single Audit. Four weeks are built in to deal with unexpected issues, manage complexity and make sure budget and audit processes run smoothly as they come together in May. The target date could slip because of remaining uncertainty about reconciliations and whether material adjustments will be required. Staff and the auditor agree that the schedule should provide a time cushion to deal with uncertainty that could delay report delivery until May 31. The auditors and staff will update the Fiscal Policy Task Force and the City Council if delays past April 30 cannot be avoided.

Because audit and analytical work has been characterized by problems and uncertainty the recommended amendment includes a $35,000 contingency for additional work and analysis if necessary. Additional work will be subject to review and approval by the City Manager. If the added work is appropriate and necessary it should be approved so that the scope of the audit is not limited, resulting in a modified opinion.

This increase takes the Fiscal 2014-2015 audit cost to $393,825 (including contingency).

With the Fiscal 2014-2015 audit completed and Fiscal 2015-2016 brought up to date, costs in future years should be more consistent with the auditor's initial estimates. However, because work continues on Assessment Implementation and because of the likelihood that a new CFO and new staff will not be on board much before the end of Fiscal 2016, it is possible that other items will affect financial presentation or audit scope and costs.

FINANCIAL IMPACT

Approval of staff recommendations will result in authorization of increased spending for the amendment to the audit services contract of $194,000, and will be funded as follows: $182,000 from General Fund Reserves (101-1601-901-8203) and $12,000 from available budgeted funds in the General Fund (101-1601-901-8203)

ATTACHMENTS

Attachment 1: Second Amendment to Agreement for Accounting Services.

SECOND AMENDMENT TO AGREEMENT FOR ACCOUNTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Accounting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 23rd day of February, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Eadie & Payne, LLP ("Consultant"). This Amendment amends the Agreement entered into on September 1, 2015, by City and Consultant. The Agreement previously has been amended on January 11, 2016.

City and Consultant agree as follows:

1. In Section 14a of the Agreement, the figure "$415,675" is deleted and replaced with the figure "$609,675."

2. In Section 1 of the Agreement, "Exhibit A" and "Exhibit A-1" are supplemented by "Exhibit A-2," attached hereto.

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

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Maria Hurtado, Interim Chief Financial Officer

CONSULTANT

Eden Casareno, Partner

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

ATTACHMENT 1
PAGE 1 OF 5

Exhibit A-2

Final Audit Plan for 6/30/2015

Prepared by Eadie + Payne, February 18, 2016

Below is a description of professional services related to the change order for fiscal year 2014-2015 in addition to the auditing services approved by the City on September 1, 2015 and January 25, 2016.

The change order is requested because as auditors, we have to apply extended audit procedures due to the following primary factors:

- Internal control deficiencies found during the audit
- Turnover in key personnel in the Finance Department and resulting lack of knowledge by current staff of what occurred in the year under audit
- Lack of qualified staff and inadequate monitoring and review which resulted in misstatements in the accounting records
- Lack of reliance on system reports.

Extended Audit Procedures -- $57,500

Objective: To address audit risk.

Perform extended audit procedures on significant balance sheet items – including cash, accounts receivable, notes receivable, capital assets, accounts payable, long-term liabilities and net position.

Bank Reconciliation Review – Fee: $12,500

Objective: To assist City staff to properly reconcile the cash balances as recorded in the general ledger to the bank statements as of June 30, 2015.

Obtain and review the bank reconciliation schedule at June 30, 2015 as prepared by City staff, examine support for reconciling items, and provide recommendations.

Enterprise Risk – Fee: $25,000

Objective: To assess the impact of findings by outside parties (specifically Management Partners, Renee Sloan Holtzman Sakai, NBS Consulting, District Attorney's Office, and State Controller's Office) on the City's financial statements and our audit opinion for FY 2015. (We are aware that the City is responding to inquiries by such outside parties; as such responding to inquiries from outside parties is not in the scope of this service.)

Review the reports by abovementioned outside parties through the end of audit and evaluate the findings that will have an impact on the financial statements and our audit opinion for FY 2015.

Compensated Absences – Fee: $10,000

Objective: To assess the City's compliance with the new policies and procedures in place for compensated absences.

Review the new policies and procedures as well as agreements put in place during the FY 2015 for compensated absences and test the City's compliance.

Task Force and City Council Meetings – Fee: $20,000

Objective: To communicate to the City Council and Fiscal Policy Task Force significant findings and recommendations during the audit.

Prepare progress reports and make a presentation to each of the City Council and Task Force as requested by City management prior to the completion of the audit. The progress report will be co-developed with City Management.

Team Meetings – Fee: $15,000

Objective: To assist the City to find solutions to challenges encountered during the audit due to lack of internal control, lack of written procedures, lack of training of staff, and turnover of staff.

E+P will meet with the Oxnard team on a weekly basis to identify any significant issues in preparing audit schedules and reconciling accounts and offer recommendations to resolve the issues.

Interviews with Department Heads – Fee: $13,000

Objective: To gather additional information and representations from department heads to assist in the audit.

E+P will interview the following department heads: Treasurer, Human Resources, Performing Arts, CDC Successor Agency, Environmental Resources, Golf Course, Housing Authority, Public Works/Water/Wastewater, City Attorney, and Financial Resources Manager.

State Controller's Office Report Questions – Fee: $6,000

Objective: To perform research and analysis and respond to questions from the SCO regarding the City's SCO report for June 30, 2015.

E+P will review the questions, perform research and analysis based on available information from the City, and prepare responses to 18 questions from the SCO by February 12, 2016.

Fee Schedule for Final Audit Plan			
Professional Services for FY 2014-2015	**Fee**	**Hours**	**Blended rate**
Extended Audit Procedures	$ 57,500	450	$ 130
Bank Reconciliation Review	12,500	100	125
Enterprise Risk	25,000	100	250
Compensated Absences	10,000	100	100
Task Force and City Council Meetings	20,000	120	165
Team Meetings	15,000	90	165
Interviews with Department Heads	13,000	80	165
SCO Report Questions	6,000	45	133
SUBTOTAL	$ 159,000	1,085	
Contingency Allowance	35,000		
TOTAL	$ 194,000		

Contingency Allowance: $35,000

The allowance will be utilized for the following:

a) To perform additional services related to SCO report questions after February 12, 2016
b) Potential additional time required to issue the June 30, 2015 report within the 60 day time frame, including assisting consultants for audit support.

It can be used only upon prior written authorization by the City Manager. Billing will be based on time expended at the same rates as the original contract (Agreement No. A-7819).

Our final audit plan is based on the assumption that the audit schedules that we identified in our previous meetings with Finance will be ready when we resume final fieldwork. In particular, the general ledger and subsidiary ledgers for receivables and payables should be in balance and cash accounts should be reconciled. Capital assets and the related depreciation expense should be properly recorded. Revenue and expenses/expenditures should be properly

accounted for on the full accrual or modified accrual basis as appropriate. Inter-fund transactions and balances should be recorded and have appropriate support.

In order complete the audit by May 31st, all audit schedules should be submitted to us by March 15th. This will allow us to perform analysis and other audit procedures and prepare the financial statements and reports. We are committed to regularly communicate with Finance and City management to keep the City on track with the audit plan as scheduled.

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: REPORT AGENDA ITEM NO.: L-2

DATE: February 23, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Bryan Brice, Fire Chief

SUBJECT: Regional Emergency Response Operations Agreement

CONTACT: Darwin Base, Fire Department
Darwin.Base@oxnard.org, 385-7708

RECOMMENDATION

1. That City Council approve and authorize the Fire Chief to execute a Regional Emergency Response Operations Agreement (Agreement No. A-7863) for countywide emergency response operations between the City of Oxnard, the cities of Ventura, Fillmore, Santa Paula and Ventura County Fire Protection District ; and

2. That City Council authorize the Fire Chief to sign any future amendments to Agreement No. A-7863 that may arise from time to time, provided that they do not increase the cost of Agreement to the City of Oxnard; and

3. That City Council authorize the Fire Chief, or designee, to enter into an Operational Plan, referred to in the Agreement, and to update it annually, as needed, pursuant to the terms of the Agreement.

BACKGROUND

Agreement No. A-7863 will facilitate coordinated responses to emergencies and provide for standardized training for all participating agencies within the county. The Agreement does not expand the Fire Department's mission; it formalizes the understanding that has been in place among the participating agencies and includes all local fire agencies within Ventura County.

The Agreement also combines terms from several existing agreements and specifies each agency's participation level.

In the past, special operations were coordinated pursuant to various, separate automatic-aid agreements between these local agencies. This new Agreement will allow agencies within Ventura County to more effectively coordinate the use of specialized equipment by sharing resources and personnel for the following special operations responses: hazardous-materials, urban search and rescue, ocean rescue, light and air, support company, and crash rescue for petroleum fires and aircraft incidents.

Not only does this new Agreement provide for better coordination among all participating agencies, it is also an example of good government in action. It will help reduce redundancy of ownership of costly equipment; provide for centralized, standardized training throughout the county; and ensure more robust responses to emergencies by providing that the closest specialized resources will be sent to each emergency.

An example of the value of having a regional agreement can be seen by examining the recent Mission Incident near Santa Paula. Pursuant to agreements among the participating agencies, their joint efforts and each agency's provision of its best resources enabled incident managers to implement a coordinated hazardous-materials response using highly and specially trained personnel, thereby greatly lessening the impact of the incident on the citizens of Ventura County. The coordinated response to this incident highlights the value of having an express, regional agreement.

If approved, this Agreement will supersede all previous agreements relating to any of the above responses by the parties and will remain in effect until such time as the Agreement is terminated by a majority vote of the parties or the Oxnard Fire Department withdraws from it.

Finally, the Agreement should strengthen support for the Fire Department's future grant applications and provide similar support for all parties participating in this regional agreement.

FINANCIAL IMPACT

Each Party shall assume and bear its own costs of providing the other parties with the emergency response authorized.

ATTACHMENTS

#1 - Agreement No. A-7863

January 2016
Ventura County Fire Services
Regional Emergency Response Operations Agreement

This Agreement is made on January 26, 2016, among the Ventura County Fire Protection District (VCFPD), a special district governed by its Board of Directors, and the City of San Buenaventura (Ventura), the City of Oxnard (Oxnard), the City of Fillmore (Fillmore), and the City of Santa Paula (Santa Paula), which are all municipal corporations within the state of California (each, individually, a "Party" and all, collectively, the "Parties"). Naval Base Ventura County, though not a party to this Agreement, has agreed to participate with the Parties under the provisions of a mutual-aid agreement.

WITNESSETH

Whereas, all Parties maintain equipment and personnel for mitigating emergency operations in areas within their respective jurisdictions through stabilizing the situation; and

Whereas, investigation has disclosed that it would be of mutual benefit to each Party in some circumstances if, mutually, the services of the fire department of one Party were extended extra-territorially to the aid of another Party; and

Whereas, it would be of mutual benefit to all Parties to standardize equipment needed to mitigate emergency operations to avoid unnecessary duplication; and

Whereas, it would be of mutual benefit to all Parties to standardize and coordinate the operations training of the members of each Party in accordance with applicable federal, state, and local laws and regulations; and

Whereas, pursuant to Section 55631 et seq. of the California Government Code, VCFPD, and the cities of Ventura, Oxnard, Fillmore, Santa Paula, along with the Naval Base Ventura County, desire to have the ability to extend to each other an emergency operations response within a specific extra-territorial area of one or more of them; and

Whereas, each Party is willing to provide emergency operations response within the territorial limits of the other Parties when requested; and

Therefore, VCFPD, Ventura, Oxnard, Fillmore, and Santa Paula agree, based on the mutual covenants and promises contained herein, as follows:

ATTACHMENT 1
Page 1 of 9

1. DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

Agency Representative – An officer of any of the Parties who can provide advice to an Incident Commander pertaining to the capabilities of the emergency response personnel.

Incident Commander – The Incident Commander will be from within the agency that has jurisdictional authority.

Special Emergency Response Operations (Special Operations) – Shall be defined as (1) Hazardous Materials Response, (2) Urban Search and Rescue Response (USAR), (3) Ocean Rescue Response, (4) Light and Air Response, (5) Support Company Response, and (6) Crash Rescue Response for petroleum-based fires and aircraft incidents.

Special Operations Committee – The standing committee authorized by this Agreement to provide ongoing advisory oversight of the provisions of this Agreement.

Special Operations Incident – An incident involving the release or potential release of one or more hazardous materials that threaten human health and/or the environment beyond the legal capabilities of first responders, or as described in the Operational Plan; a USAR incident involving rescue (extrication), structural stabilization, and initial medical treatment of victims trapped in confined spaces; an ocean water rescue incident involving victim(s) trapped in open waters or surf; an emergency incident involving the need for Light and Air Response; an emergency incident involving the need for Support Company Operations; or an operation requiring the response of a Crash Rescue vehicle to assist with petroleum fires and aircraft incidents.

Territorial Limits – The jurisdictional boundaries of the Parties participating in this Agreement.

2. OPERATIONAL PLAN

All Parties agree to implement an Operational Plan that provides detailed technical standards and procedures for emergency operations response

functions and operations of each Party's response unit including, but not limited to, alarm levels for dispatching such units, communications among the fire departments of the various Parties, and common training and equipment. The Fire Chiefs of each Party are authorized to execute the Operational Plan. The Operational Plan is updated annually as needed and agreed to by all Fire Chiefs.

3. SPECIAL OPERATIONS RESPONSE – AUTOMATIC AID

The Parties agree to provide automatic aid to each other after receipt of a notification of any Special Operations within the Territorial Limits of any of the Parties to this Agreement as provided herein or as stated in the Operational Plan.

4. ALARM RESPONSE AND NOTIFICATION

The Parties agree to respond to an alarm within the Territorial Limits of this Agreement and respond with Special Operations apparatus and personnel as outlined in the Operational Plan. When a Special Operations response request is received by one Party, that Party, if available, will dispatch its unit(s) and notify the other Parties, who shall then dispatch their units, if available, as outlined in the Operational Plan. An alarm is a notification of response to one or more of the Parties to this Agreement.

5. STATUS OF AVAILABILITY

All Parties agree to notify each other's Communications Centers as to the status of the availability of Special Operations apparatuses.

6. COMMUNICATIONS

The dispatch center of the Party having territorial jurisdiction over the area in which the emergency occurs shall retain incident communications control and coordination responsibilities.

7. NON-PERFORMANCE

Each Party agrees to utilize its best efforts to provide equipment and personnel when notified by a Party having first-responder responsibility that such equipment and personnel are necessary. However, it is understood and agreed that no guarantee of Special Operations response is stated or implied by this Agreement.

Each Party shall assist the others hereunder within the limits of such Party's initial action capabilities. Assistance rendered hereunder will be dependent at any particular time on the status of a Party's resources and any emergency conditions existing within the Party's own jurisdiction. If a Party is unable to provide support services because it is already assisting at another incident (regardless of the location of such incident), such Party shall not be required to respond under the terms of this Agreement until it has resources available to do so.

8. INCIDENT COMMANDER AT MULTI-UNIT INCIDENTS

A. The fire department of the Party that has territorial jurisdiction over the incident shall designate an Incident Commander (IC) to direct all mitigation and containment activities.

B. An assisting Party having first-responder responsibility shall assume command over the incident, if the assisting Party arrives before the first responder with territorial jurisdiction. When the jurisdictional department arrives, the assisting Party shall promptly complete a transfer of command to the jurisdictional department.

C. If the incident is under command of an authority other than one or more of the Parties to this Agreement, an Agency Representative will be selected from among the officers of one of the Parties at the incident to coordinate activities under this Agreement.

9. INCIDENT REPORTS

Each Party shall be responsible for the transfer of information needed so that the Party having jurisdiction can complete the necessary fire department incident report(s) and the California Hazardous Materials Incident Response System (CHMIRS) report. Such information shall be transferred on the date of the incident. If the incident is completed after normal business hours, the CHMIRS information shall be transferred on the following business day.

10. TRAINING LEVELS AND STAFFING

It shall be the responsibility of the fire departments of the Parties to ensure that members of their respective departments demonstrate and maintain competency.

11. RESPONSIBILITIES OF EACH PARTY – COSTS

A. Each Party shall assume and bear its own costs of providing the other Parties with the emergency response authorized hereunder, it being understood that the mutual covenants of the respective Parties constitute the sole consideration for services performed hereunder.

B. The costs assumed and to be borne by each Party are comprised of all costs to the Party arising out of its performance and administration of this Agreement, including but not limited to:

i. Salaries and benefits of personnel.
ii. Vehicle equipment expense: all depreciation, maintenance, repairs, replacement, fuel, lubrication, and insurance coverage.
iii. General liability and Workers' Compensation insurance or self-insurance coverage.
iv. Baseline medical monitoring of personnel.

C. Utility charges incurred and assessed within a Party's area of jurisdiction will be the responsibility of that Party.

D. Each Party will attempt to recover direct and indirect costs from potential responsible persons in such Party's jurisdiction for responding to incidents in accordance with applicable laws, or as described in the Operational Plan.

E. This Section 11 shall not apply to fires or other emergency incidents caused by the negligence or willful misconduct of any other Party, its agents, contractors, or employees. For any such incidents, each responding Party shall be entitled to seek full recovery of its costs from the responsible Party as otherwise provided by applicable law.

12. INSURANCE

A. Each Party shall provide and maintain insurance or self-insurance covering liability risks created by the performance of mutual-aid-assistance services pursuant to this Agreement.

B. Each Party shall provide and maintain for the benefit of its employees Workers' Compensation insurance or Workers' Compensation self-insurance as required by the laws of the state of California.

ATTACHMENT 1
Page 5 of 9

13. ADMINISTRATION AND INTERPRETATION OF AGREEMENT

A. The Fire Chiefs of each Party, or their designees, shall implement this Agreement and ensure that its requirements are properly carried out. The Fire Chiefs by mutual agreement may modify any term or portion of this Agreement or the Operational Plan, provided such modification would not be in violation of existing federal, state, or local laws and regulations. All modifications shall be in writing and incorporated into the Agreement as an attachment or addendum.

B. For the purpose of determining continued participation, the provisions of this Agreement and the Parties' experience hereunder shall be evaluated annually by the Fire Chiefs of the Parties. Such review shall occur prior to April 1 of each calendar year to allow each Party to meet any fiscal year planning needs that may arise under this Agreement.

C. A Special Operations Committee having members from each of the Parties shall be established to advise the Fire Chiefs concerning matters related to the provision of the terms of this Agreement in mitigating and containing emergencies. This advisory role shall include, but not be limited to, the adoption of technical criteria and procedures for the operation of Special Operations units, training of personnel, and maintenance of equipment. Each member of the committee shall be, at all times, an officer or employee of the Party represented. The committee shall meet on a quarterly basis, at a minimum, and more frequently if necessary.

D. This Agreement shall not be interpreted to relieve any Party from any necessity or obligation of furnishing adequate fire, rescue, or jurisdictional specific hazardous-materials services within any part of its jurisdictional limits.

E. By entering this Agreement, each Party represents to the others that it has sufficient equipment and apparatus to perform its covenants hereunder.

14. WAIVER OF CLAIMS

Except as provided in Sections 11 and 15, the Parties to this Agreement waive all claims against each other for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of automatic-aid

assistance under this Agreement. Further, it is understood and agreed that no Party to this Agreement shall be liable to third persons for the acts of another Party's agents, employees, and servants in the course of rendering automatic-aid assistance as described in Section 3.

15. INDEMNIFICATION AND HOLD-HARMLESS AGREEMENT

Each Party to this Agreement agrees to indemnify, hold harmless, and defend every other Party, including the officers, agents and members of each other's fire department, from all liability, damages, including personal injury, death at any time, or property damage, costs and financial loss, including all costs and expense of litigation, for the sole wrongful or negligent acts or omissions of the indemnifying Party's officers, agents, or fire department members in the performance of any services described in this Agreement that allegedly caused such liability, damage, costs, and financial loss to any third party. If the injury, death, or loss that forms the basis of any claim, suit, or judgment by a third party is determined to have been caused by the combined negligent or willful acts or omissions of more than one Party in the performance of any services described in this Agreement, then each such Party agrees to bear its respective share of the payment of any award or judgment in favor of such third party, but each Party shall bear its own costs of defense, including attorney's fees.

16. TERM

This Agreement shall become effective on the date when the last Party signs, and shall remain in full force and effect unless and until it is modified or terminated in writing, in accordance with the terms of this Agreement. This Agreement may be modified or terminated at any time by written agreement by a majority of the Parties to the Agreement, effective ninety (90) days after notice to all Parties. Modifications agreed to by the majority will be placed in a written amendment to the Agreement that shall be circulated to all Parties.

17. WITHDRAWAL OF A PARTY

Any Party may withdraw from this Agreement prior to the termination of this Agreement upon giving ninety (90) calendar days' prior written notice to the other Parties. The withdrawing Party's rights and duties shall terminate as of the date of withdrawal.

Any notice required hereunder shall be perfected if it is served, personally or by certified mail, upon the Fire Chief of the Party to be served. Any notice by mail

ATTACHMENT 1
Page 7 of 9

shall be deemed given upon deposit in the United States mail, certified, return-receipt requested.

18. PRIOR AGREEMENTS

This Agreement supersedes portions of any other automatic-aid agreements with respect to any Special Operations Incident.

This Agreement has been approved by the following entities:

(SIGNATURES ON NEXT PAGE.)

ATTACHMENT 1
Page 8 of 9

Mark Lorenzen, Fire Chief Ventura County Fire Protection District	Date
David Endaya, Fire Chief City of San Buenaventura	Date
Bryan Brice, Fire Chief City of Oxnard	Date
Bill Herrera, Interim Fire Chief City of Fillmore	Date
Richard C. Araiza, Fire Chief City of Santa Paula	Date

Naval Base Ventura County:

The federal naval base will participate under the provisions of an existing mutual-aid agreement with the Fire District dated February 19, 1993.

ATTACHMENT 1
Page 9 of 9

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: L-3

DATE: February 23, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: J. Tabin Cosio, Director of Human Resources

SUBJECT: Exception to CalPERS 180 Day Wait Period for Appointment of a Retired Annuitant to Perform Limited Term Specialized Project Work

CONTACT: Dan O'Friel, Development Services
dan.ofriel@oxnard.org, 805-385-7868

RECOMMENDATION

That City Council adopt a resolution approving an exception to the CalPERS 180 day wait period for Cynthia Daniels.

BACKGROUND

Cynthia Daniels retired from the City of Oxnard on January 28, 2016 after 34 years of service. Ms. Daniels retired as a Project Manager overseeing approximately 25 transit related capital improvement projects, with a total budget of over $100 million. Many of these projects were funded by federal, state, and local grants and other various funding sources, most of which have reporting and auditing requirements to be completed by specific deadlines.

Ms. Daniels was the Project Manager for the Transportation Development Act ("TDA") audit, which is due to the Ventura County Transportation Commission on February 29, 2016. In addition, she was the Project Manager for the request to the Gold Coast Transit District (GCTD) for the City's FY 2016/17 TDA allocation averaging between $600,000 - $800,000 each fiscal year, and funds transit related projects and activities. The GCTD claim for funds reimbursement is due in March 2016.

Most significantly, Ms. Daniels was the project manager for the Rice/101 freeway interchange. This project dates back to 1987 and is valued at $80 million. The final invoice and project closeout documents for the Rice/101 project are due to Caltrans by April 30, 2016. If the City is not able to fulfill the State and federal requirements for the project close-out by that time, the City is at risk of not receiving up to $2 million of remaining Right-Of-Way costs with the actual reimbursed amount contingent upon adequate participating cost for the project. As Ms. Daniels was the sole project manager for the Rice/101 project, she is uniquely positioned to provide the specialized skill set and project knowledge required to successfully complete the close-out process. Therefore, it is imperative that City Council approve an exception to the CalPERS requirement to wait 180 days before re-employment with a PERS agency.

Pursuant to Government Code (GC) Section 7522.56(f)(1), City Council may consider and approve an exception to the 180 day wait period for hiring a CalPERS retired annuitant as extra help for a limited duration to perform limited term special project work (GC 21224). The Department is recommending City Council approval of an exception resolution pursuant to GC 21224 to allow Ms. Daniels to continue the project close-out for the Rice/101 project and the projects with grant and TDA funding.

If approved, Ms. Daniels would be re-hired effective February 24, 2016 as in extra-help retired annuitant at an hourly rate of $53.6490. Ms. Daniels would be scheduled to work approximately 30 hours each week for a limited duration to perform specialized project work.

FINANCIAL IMPACT

The estimated FY 2015-16 cost of appointing Ms. Daniels is $30,000 and will be funded by a combination of general fund (25%) and TDA funds (75%). There is adequate funding to cover the cost and no additional budget appropriation is required.

ATTACHMENTS

Attachment No. 1 – Resolution
Attachment No. 2 – Appointment Document

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF OXNARD FOR EXCEPTION TO THE 180-DAY WAIT PERIOD GC SECTIONS 7522.56 AND 21224

WHEREAS, in compliance with Government Code section 7522.56 the governing body of the City of Oxnard must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since his or her retirement date; and

WHEREAS, Cynthia Daniels retired from the City of Oxnard in the position of Project Manager, effective January 28, 2016; and

WHEREAS, section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is July 26, 2016 without this certification resolution; and

WHEREAS, section 7522.56 provides that this exception to the 180 day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the City Council, the Development Services Department and Cynthia Daniels certify that Cynthia Daniels has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the City Council hereby appoints Cynthia Daniels as an extra help retired annuitant to perform the duties of the Program Manager for the Development Services Department under Government Code section 21224, effective February 23, 2016; and

WHEREAS, the entire employment agreement, contract or appointment document between Cynthia Daniels and the City of Oxnard has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $9,299.16 and the hourly equivalent is $53.6490, and the minimum base salary for this position is $5592.03 and the hourly equivalent is $32.2617; and

WHEREAS, the hourly rate paid to Cynthia Daniels will be $53.6490; and

ATTACHMENT 1
PAGE 1 OF 2

WHEREAS, Cynthia Daniels has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

THEREFORE, BE IT RESOLVED THAT the City Council hereby certifies the nature of the appointment of Cynthia Daniels as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Project Manager for the Development Services Department by February 24, 2016 because Cynthia Daniels is the sole Project Manager who has the specialized knowledge and skills to complete the Rice/101 freeway interchange project and fulfill the state and federally required close-out documents and invoices by April 30, 2016 as established by the California Department of Transportation.

PASSED AND ADOPTED this 23rd day of February, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, Interim City Attorney

ATTACHMENT 1
PAGE 2 OF 2

CITY OF OXNARD CALIFORNIA

RETIRED ANNUITANT
EXTRA-HELP EMPLOYMENT INFORMATION

TO: Human Resources Director

FROM: Ashley Golden, Development Services Director
Department/Division

Name: Cynthia Daniels

Current Assignment: Extra-help, Retired Annuitant

Hourly Rate of Pay: $53.6490

Account Number to be Charged: 213-3107-803-8001 (75%) & 101-4301-804-8001 (25%)

Work Schedule (Days of Week and Hours per Day): Monday – Thursday, 8am - 6pm

Average Hours to be Worked per Week (ex. 20, 30, or 40): 30-35

Anticipated Start Date: February 24, 2016

Department Contact Person: Ashley Golden Phone Extension: 7882

Does the applicant possess a Class "A" or Class "B" Driver's License? Yes ☐ No ☐

If hired, will the employee drive a City vehicle? Yes ☐ No ☐

Approved:

Department Director — Date: 2/19/16

Approved:

Finance Director — Date

Approved:

Human Resources Director — Date: 2.18.16

ATTACHMENT 2
PAGE 1 OF 1

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Report AGENDA ITEM NO.: L-4

DATE: February 23, 2016

TO: City Council

THROUGH: Greg Nyhoff, City Manager
Office of the City Manager

FROM: Scott Whitney, Assistant City Manager
Office of the City Manager

SUBJECT: **Summary of 2015 Dallas Cowboys Training Camp and Approval of Lease Agreement A-7866 for 2016 Los Angeles Rams Spring Practice**

CONTACT: Scott Whitney, Assistant City Manager
Scott.whitney@oxnard.org, 385-7430

RECOMMENDATION

That City Council:

1) Receive a report summarizing the 2015 Dallas Cowboys Training Camp; and
2) Approve agreement A-7866 with the Los Angeles Rams to hold Spring Practice at River Ridge Fields.

DISCUSSION

On April 14, 2015, the City Council approved a three-year agreement with the Dallas Cowboys to continue holding their training camp in the City of Oxnard from 2015 through 2017. The Cowboys arrived in Oxnard on July 28, and practiced through August 28. When the agreement initially came to Council, it was estimated that the unreimbursed expenses from the camp would be approximately $171,000, and that the City would generate approximately $145,000 in direct revenue, for an estimated net cost of approximately $26,000. The net cost for the prior year's training camp was $154,000.

Due to changes implemented in 2015, the City was able to increase revenues and reduce costs. The City generated $214,000 in total revenue. This included $198,000 in parking, $15,000 in sponsorship banners, and other miscellaneous revenues. Unreimbursed expenses for the training camp totaled $127,000. These expenses included field and facility maintenance, volunteer lunches, water, parking lot maintenance and paving, as well as providing staff from City Corps, Recreation, and the Police Department. The City's net revenues from the 2015 Dallas Cowboys training camp was $86,000.

In addition to these revenues, the training camp continued to draw tens of thousands of visitors to Oxnard and Ventura County and provided an opportunity to market the training camp and the City. Local high school booster clubs, including Channel Islands, Hueneme, Oxnard, and Pacifica, raised over $85,000 by operating concessions, and several non-profit groups benefitted as well, including the Oxnard PAL non-profit, which netted over $60,000 for operating the beer garden. The Cowboys also made a $10,000 donation to the Oxnard Friends of the Library. 2016 will be the second year of the three year agreement with the Cowboys, and the City will look to build upon the success from last year.

A 2012 UCSB economic impact report indicated that the total economic impact generated by over 40,000 visitors was $2 million in the City of Oxnard. This included money spent on hotel, food, gasoline and entertainment for that year's camp. The report also indicated that the Cowboys spent an additional $1.7 million on their summer training camp.

This spring, the City has an opportunity to partner with another storied sport franchise, the Los Angeles Rams. Last year, the Rams held a joint practice with the Dallas Cowboys that drew several thousand fans to Oxnard. This year, after announcing that the team would be moving back to Los Angeles, the Rams contacted the City to discuss the possibility of holding Spring Practices at River Ridge Fields. The City of Oxnard offers an ideal mix of outstanding weather and great facilities to host these events. The Residence Inn by Marriott resides next to the City-owned River Ridge sports fields, providing the perfect combination for sports organizations looking to hold these types of events.

The City entered into negotiations with the Rams to use the locker rooms and football fields at River Ridge Fields for their offseason workout program. These spring mini-camps are less formal, do not include players in pads, and are generally not open to the public. The attached agreement provides that the Rams will lease the fields at a cost of $510 per day, from April 18 through June 17, 2016, at a total cost of $31,110. In addition, they will lease the locker rooms at a cost of $680 per day, from March 28 through June 24, totaling $59,840. The City will provide utilities (up to $1,500 per month) and water costs as part of the lease, as well as facilities maintenance. The Rams will provide field maintenance, staff, and any other equipment as necessary.

FINANCIAL IMPACT

The City anticipates generating $90,950 in direct revenue. Because the Rams are providing maintenance, staff and other equipment, costs to the City only include facilities maintenance, utilities and water costs. The City anticipates these costs to be approximately $15,500 based on past camp usage. After accounting for these costs, the City anticipates receiving approximately $75,450 as a result of this agreement.

ATTACHMENTS

Attachment - #1 –Agreement A-7866 with Los Angeles Rams Football Club

LEASE AGREEMENT

(Los Angeles Rams Spring Practice for 2016)

This Lease Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 23rd day of February 2016 by and between the City of Oxnard, a municipal corporation ("City") and The St. Louis Rams, LLC currently doing business as the Los Angeles Rams ("RAMS").

WHEREAS, City is the Owner of certain land and structures consisting of two practice Fields (the "Fields"), and an Athletic Building which includes locker room facilities; and

WHEREAS, the City currently owns an approximately 9.5 acre vacant parcel located northeast of the Fields, and understands that RAMS needs that area or a similarly located area (the "Parking/Marketing Area") to hold Spring Practice in Oxnard; and

WHEREAS, for the 1 to 2 agreed upon dates that Spring Practices are open to the public, the City agrees to make available at no cost, an additional 1.6 acre (approximately) parcel which consists of the fairway of the 13th hole of the adjacent golf course, if necessary.

WHEREAS, the Parking Area together with the Fields and the Athletic Building shall be collectively called the "Facilities", all depicted on the site plan attached hereto as Exhibit C and incorporated in full by this reference; and

WHEREAS, City desires to allow RAMS to use the locker room facilities from March 28, 2016, through June 24, 2016, and the Fields from April 18, through June 17, 2016, to conduct RAMS Spring Practices (the "Spring Practice"); and

WHEREAS, The City Council finds that approval of this agreement is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities), 15304 (Minor Alterations to Land), 15311 (Accessory Structures), and 15323 (Normal Operations of Facilities for Public Gatherings) as the approval shall be limited to allowing a temporary professional football team training camp involving the installation of temporary structures at a location previously used for a similar purpose.

WHEREAS, RAMS desires to use the Facilities for Spring Practices.

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

1. **USE OF THE FACILITIES**

a. City hereby grants to Rams an exclusive lease to use and Rams agree to use the Facilities, subject to the terms of this Agreement. RAMS shall have the exclusive use of the Facilities for the "Spring Practice Window" (as defined below). The Spring Practice Window (which will include set up and break down) will be from April 18 through June 17, 2016.

b. Other than a material breach by either party of this Agreement or as otherwise set forth herein, the only early termination option shall be as follows. RAMS, in its discretion, may terminate this Agreement upon 30 days written notice if:

i. RAMS terminates its Hotel Agreement with the Residence Inn by Marriott River Ridge Hotel.

ii. If this Agreement is terminated pursuant to Paragraph 1.c.i, above, neither party shall be entitled to compensation or recovery of damages from the other party.

c. Upon execution of this Agreement, the Parties will, in good faith, discuss various other Spring Practice alternatives and infrastructure improvements for RAMS Spring Practices.

d. The Residence Inn by Marriott River Ridge Hotel has legally assigned access and use of the hotel tennis courts to RAMS for the duration of the Spring Practice agreement. If opened to the public, RAMS along with the City agree to mutually coordinate and agree upon the "VIP" visitors access areas on the fields in a manner so as to provide access to both RAMS' and City's guests.

2. **ALTERATION OF THE FACILITIES, UPDATES, AND MAINTENANCE.**

a. Except as otherwise provided for in this Agreement, RAMS shall not make any alterations to the Facilities or any part thereof, or change the appearance of the Facilities without the prior written consent of the City Manager or designee ("Manager"). Any alterations to the Facilities, except for portable furniture and trade Fixtures, shall become at once a part of the realty of the Facilities and shall, at the termination of the Spring Practice Window or any extensions thereto and/or any Spring Practice alternatives, belong to City.

b. Any alterations to the Facilities shall conform to the requirements of all federal, state, and local laws and conform to the reasonable rules and regulations of City.

c. If Manager approves RAMS' request to make any alterations or attach fixtures to the Facilities, then City may require that any such alterations or fixtures be removed prior to termination of each Spring Practice Window. Any removal of alterations or fixtures shall be at RAMS' sole cost and expense and accomplished in a good and professional manner. Any damage caused by such removal shall be repaired at RAMS' sole cost and expense.

d. The Facilities will be provided to the Rams in the same or substantially similar condition, reasonable wear and tear expected, as the Facilities were at the beginning of occupancy by the Dallas Cowboys in July 2015.

e. (1) Once Spring Practice has commenced, RAMS will maintain the Fields (including but not limited to watering, replacing sod, mowing, striping, groundskeeping, lining and preparing the Fields for practice by experienced groundskeepers) to RAMS' reasonable requirements. The cost and expense of such maintenance shall be paid by RAMS.
(2) The City acknowledges that the condition of the Fields is a material inducement to the Rams entering into this Agreement, and the failure to prepare the Fields as described above using the 2015 training camp field condition as the bench mark for this Agreement will allow the Rams to terminate this Agreement by written notice describing the field preparation breach and receive a refund of all amounts previously paid to City in connective with the Spring Practice Window in question. Such refund shall be the sole remedy in damages for failure to satisfy City's obligation under this subparagraph.

(2)The City and RAMS will each have responsibilities concerning equipment and facilities as set forth in Exhibit A.

f. City agrees that RAMS shall have the right to hang banners, signs, and other similar materials ("materials") advertising its sponsors, provided same shall not advertise any alcoholic beverage (except beer and wine), tobacco products, or illegal or immoral products. RAMS shall pay the costs of producing and installing such materials and shall remove them prior to the end of the Spring Practice Window.

g. If needed,The City shall erect perimeter and interior sports fence panels in and around the Fields at a cost and expense shared fifty percent (50%) by the City and fifty percent (50%) by the Rams. This includes any marketing areas, fan areas and VIP field areas. The City shall not be responsible for any cost and expense to erect any security fencing within the Residence Inn by Marriott River Ridge hotel property.

h. RAMS shall, at its sole cost and expense, provide bleachers at the fields as necessary.

i. City shall keep and maintain the Facilities in a good, neat, clean and orderly condition and state of maintenance and repair. Such maintenance and repair shall be at a reasonable level using the 2015 Cowboys training camp condition as a benchmark for maintenance. Without limiting the generality of the foregoing, maintenance and repair shall include all equipment or facilities

serving the Facilities, such as walls (interior or exterior), foundations, ceilings, roofs, floors, windows, doors, plate glass, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on about, or adjacent to the Facilities. City shall be responsible for the cost of such maintenance.

j. City is responsible for, and will pay the cost of, routine maintenance and repair, which shall include on a daily basis the removal of debris from the bleachers (if applicable), walkways and Fields following practice sessions, cleaning public restrooms, the athletic building (after each practice session), and ticket booths. Trash will be picked up from the bleachers area and midway after each practice session and from the entire Facilities at the end of each day, and disposed of.

3. **DESCRIPTION OF USES/TIMES.**

a. City grants RAMS the use of the Facilities for the conduct of its Spring Practices as typically conducted, the sale of souvenirs and any other lawful use which is not a nuisance.

b. RAMS may use the Facilities twenty four (24) hours a day, seven days a week during the Term.

c. Beginning with the first day of the Spring Practice Window, City agrees to make available reasonable storage space either at the Facilities or elsewhere in City for certain RAMS equipment to be used at Spring Practices.

4. **EVENT STAFF.** RAMS shall provide event staff as needed. If practices are to be open to the public, RAMS shall provide at least 21 days notice for these practices, and City will provide event volunteers and parking lot staff.

5. **SECURITY STAFF AND POLICE OFFICERS.**

a. RAMS agree to select and manage the staff of a private security company to provide security at the Spring Practice sessions.

b. RAMS and City agree that at least one security person shall be onsite at the Facilities for 24 hours each day.

c. RAMS agree to pay the costs of the security staff, as necessary. Security staff shall be at a reasonable level.

d. City will provide a reasonable number of police officers when the practices are open to the public. The final determination concerning the appropriate number of police

officers shall be made by the City, acting reasonably, in consideration of the health, safety, and welfare of the public. City agrees to pay the costs of police officers.

6. **LIMITS ON RAMS' USE.** RAMS shall not use or permit the Facilities or any part thereof to be used for any purpose or purposes other than the express purpose or purposes for which the use of the Facilities is granted to RAMS in this Agreement.

7. **PROHIBITED ITEMS AT THE FACILITIES.** RAMS shall not sell or permit to be kept, used, displayed, or sold in or about the Facilities any:

a. Article that may be prohibited by standard forms of fire insurance policies;

b. Alcoholic beverages (except where permitted);

c. Tobacco products;

d. Firearms or weapons listed in Section 16590 of the California Penal Code; or

e. Illegal narcotics or drugs as defined in the California Penal Code.

8. **TICKET BOOTHS, PROGRAMS, CONCESSIONS, SOUVENIRS, PARKING.**

a. City hereby grants to RAMS the right to operate ticket booths, program sales locations and souvenir stands within the Facilities.

b. RAMS agree that, if camp is open to the public, City may operate the parking lot and charge a fee for parking on the Facilities. If City operates parking lot, City shall be solely responsible for management and control of such parking. City shall receive 100 percent (100%) of the parking revenues.

c. RAMS agrees that, if Spring Practices are open to the public, City may authorize and operate food concessions. Manager may authorize the local high school district organizations and other charitable organizations to operate concession stands and other food concessions. Such concessions must all be approved by the Manager.

d. RAMS shall retain one hundred percent (100%) of revenues generated by RAMS' use of the Facilities, including the sale of RAMS and National Football League merchandise during the Spring Practice Window.

e. RAMS agrees that the City may advertise and market the Spring Practice event in conjunction with the Oxnard Chamber of Commerce and the Oxnard Convention & Visitors Bureau through the use of various media methods. City agrees that RAMS may, at its discretion, create, market and merchandise a Spring Practice logo each year which incorporates the City of Oxnard name and logo in conjunction with RAMS logo and/or name.

9. **NO SMOKING.** RAMS agrees that smoking shall be prohibited at the Facilities during the Spring Practice Window.

10. **STANDARDS OF QUALITY.** During RAMS' use of the Facilities, RAMS shall use reasonable efforts to maintain the highest degree of standards of quality of products. RAMS and its representatives, agents, employees and assigns shall at all times be courteous, polite, and shall not engage in what would be universally considered offensive conduct.

11. **REPRESENTATIVES OF CITY AND RAMS.** City hereby designates Assistant City manager Scott Whitney as the person responsible for administration of this Agreement. Unless otherwise notified by RAMS, RAMS hereby designate Bruce Warwick as the person responsible for administration of this Agreement and Spring Practices.

12. **AMPLIFIED SOUND SYSTEM.**

a. RAMS agrees that any amplified sound system will be used in a manner that minimizes the impacts of sound from RAMS' use of the Facilities on the neighborhoods surrounding the Facilities.

b. RAMS' use of the Facilities shall not violate City's sound regulation ordinance.

13. **RESPONSIBILITIES OF CITY.**

a. City agrees to reasonably cooperate with and assist RAMS to enable RAMS to accomplish RAMS' responsibilities as set forth in this Agreement.

14. **PERMITS, LICENSES, CERTIFICATES.** RAMS, at RAMS' sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with RAMS' use of the Facilities under this Agreement, including, if required by law, a business license from City. City will fully cooperate with RAMS in acquiring such permits, licenses and certificates.

15. **DISCHARGE OF CLAIMS, LIENS AND TAXES.**

a. RAMS shall discharge or provide for the discharge of all claims that RAMS may have authorized or incurred for labor, materials and supplies furnished for or in connection with the Facilities and pay all taxes, assessments or other governmental charges lawfully levied or assessed upon or in respect to its use of the Facilities or any part thereof or upon any of its revenues therefrom, except taxes otherwise payable by City.

b. RAMS agrees to keep and shall keep the Facilities free and clear of any mechanic's or materialmen's lien or other liens of any kind or nature for any work done, labor

ATTACHMENT 1
PAGE 6 OF 20

performed, or materials or supplies contracted for by RAMS.

16. **INDEMNITY.**

a. City agrees to indemnify and hold harmless Rams, its officers, affiliates, owners, directors, partners, agents and employees from and against any and all claims, demands, obligations, causes of action (including pre-lawsuit court orders), losses, lawsuits, and all other damages, liabilities (determined by verdict, judgment or good faith settlement of a claim), fines, judgements and reasonable costs and expenses associated therewith (including the payment of reasonable attorney's fees and disbursements) of defending a claim of liability (collectively "Losses") to the extent such Losses arise out of: (1) the City's performance of services or actions taken by City, or those acting under it, in connection with this Agreement; (2) any breach by City of any representation and/or warranty herein; and (3) the failure of the City or those acting under it, to comply with the terms and conditions of this Agreement. The obligations to indemnify contained in this section shall survive the expiration or termination of this Agreement. For the avoidance of any doubt, the City will hold the Rams, and their officers, affiliates, owners, directors, partners, agents and employees (the "Released Parties") harmless (and will not sue any Released Party) in connection with any injuries, or Losses suffered by City in connection with this Agreement (and its performance under this Agreement) provided, however, this release, indemnification and hold harmless shall only apply to the extent such Losses arise out of: (1) the performance of services, actions or omissions to act taken by the City, or those acting under it, in connection with this Agreement; (2) any breach by City of any representation and/or warranty herein; and (3) the failure of City, or those acting under it, to comply with the terms and conditions of this Agreement.

b. To the fullest extent permitted by law, RAMS shall (1) immediately defend; (2) indemnify; and (3) hold harmless City of Oxnard, its City Council, each member thereof, and its directors, officers, and employees (the "Indemnified Party") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with: (i) Lessee's construction on or about the Property; (ii) Lessee's use of the Property as set forth herein (Spring Practices); (iii)RAM'S performance or non-performance of this agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, RAMS' indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

c. The duty to defend is a separate and distinct obligation from RAMS' duty to indemnify. RAMS shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, immediately upon tender to RAMS of the claim in any form or at the initial stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by the Indemnified Party shall not

relieve RAMS from its separate and distinct obligation to defend the Indemnified Party. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if RAMS asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, RAMS may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

d. This Section shall survive expiration of this agreement or its earlier termination. The provisions of this Section shall not be restricted by and do not affect the provisions of this agreement relating to insurance.

17. **INSURANCE.**

a. RAMS shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit B attached hereto and incorporated in full herein by this reference, issued by a company reasonably satisfactory to the Risk Manager, provided that such insurance coverages shall have limits of Five Million U.S. Dollars ($5,000,000) for general liability and One Million U.S. Dollars ($1,000,000) for automobile coverage.

b. RAMS shall, prior to the start of the Spring Practice Window, file with the Risk Manager evidence of insurance coverage as specified in Exhibit B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit B.

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

d. In addition to all other City requirements, all endorsements must contain the following identification information: the policyholder, the insurer, the date of issuance, the policy number, and the identification of the authorized agent.

18. **PAYMENT OF ESTIMATED EXPENSE.** On or prior to the first day of Spring Practices, RAMS will pay to the City half of the good-faith estimate of the total sum to be paid to the City under this Agreement. At the conclusion of Spring Practices, City will provide RAMS with a final reconciling invoice. Payment of the amount shown on the invoice shall be made within 120 days of the last day of Spring Practice.

19. **CITY NOT A BAILEE.** RAMS understands and agrees that City does not in any way purport to be a bailee hereunder and is in no way responsible for RAMS' lost, stolen, or damaged property unless City or its agents take possession of RAMS' property.

20. **INDEPENDENT CONTRACTOR; ADMINISTRATION OF PERSONNEL.**

City shall not have any control over the manner, mode, or means by which RAMS, its agents, subcontractors, subconsultants or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of RAMS' employees, agents, subcontractors, or subconsultants, or in fixing their number, compensation or hours of service. RAMS shall perform all services required herein as an independent party of City and shall remain at all times as to City a wholly independent party with only such obligations as are consistent with that role. RAMS shall not at any time or in any manner represent that RAMS or any of its employees, agents, subcontractors, or subconsultants are employees, agents, subcontractors or subconsultants of City. City shall not in any way or for any purpose become or be deemed a partner of RAMS in any business or otherwise or a joint venturer or a member of any joint enterprise with RAMS.

All RAMS' employees who perform services in conjunction with or for City pursuant to this Agreement shall remain employees of RAMS and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the City based on this Agreement. The City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any RAMS personnel performing services hereunder. As used in this Agreement, the term "employees" includes but is not limited to players on RAMS' football team.

21. **CONFLICT OF INTEREST.** No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested in violation of any State Statute or regulation. RAMS warrants that RAMS has not paid or given and shall not pay or give any third party any money or other material consideration for obtaining this Agreement.

22. **ASSIGNABILITY OF AGREEMENT.** The experience, knowledge, capability and reputation of RAMS, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, sublet, hypothecated or otherwise transferred voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City.

23. **SUCCESSORS AND ASSIGNS.** City and RAMS agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, Administrators, successors and assigns of City and RAMS.

24. **FAIR EMPLOYMENT PRACTICES.**

a. RAMS agrees that all persons employed by RAMS shall be treated equally by RAMS without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all anti-discrimination laws of the United States of America, the State of California, and

ATTACHMENT 1
PAGE 9 OF 20

City.

b. RAMS agrees that, during the performance of this Agreement, RAMS and any other parties with whom RAMS may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. RAMS agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. RAMS shall provide City staff with access to and, upon request by Manager, provide copies of all of RAMS' records pertaining or relating to RAMS' employment practices, to the extent such records are not confidential or privileged under State or federal law.

25. **FORCE MAJEURE**. City and RAMS agree that neither City nor RAMS shall be responsible for delays or failures in performance resulting from acts beyond the control of City or RAMS. These acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other natural disasters.

26. **SURRENDER OF POSSESSION.**

a. RAMS agrees to yield and deliver peaceably to City the possession of the Facilities promptly at the end of the Spring Practice Window and on the date of termination of this Agreement, whether termination is for cause, expiration or otherwise.

b. Except as otherwise provided in this Agreement, RAMS shall have the right at the end of or during any Spring Practice Window to remove its equipment, supplies, furnishings, inventories, removable fixtures and other personal property from the Facilities at RAMS' own expense and without damage to the Facilities. If RAMS fails to remove this property on or before the end of the Spring Practice Window, City may remove this property to a public warehouse for deposit or retain the property in City's own possession and sell the property at public auction. The proceeds of which shall be applied first to the expenses of removal, storage and sale, and second, to any sums owed by RAMS to City, with any balance remaining to be paid to RAMS. If the expenses of this removal, storage, and sale shall exceed the proceeds of sale, then RAMS shall pay this amount to City upon demand.

c. No agreement of surrender or acceptance of surrender of possession of the Facilities shall be valid unless and until the same shall have been reduced to writing and signed by the duly authorized representatives of City and RAMS. Except as expressly provided in this paragraph, neither the doing of, nor omission of, any action or thing, by any

ATTACHMENT 1
PAGE 10 OF 20

of the officers, agents, or employees of City shall be deemed an acceptance of surrender of possession of the Facilities.

27. **TIME OF ESSENCE.** City and RAMS agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

28. **COVENANTS AND CONDITIONS.** City and RAMS agree that each term and each provision of this Agreement to be performed by City and RAMS shall be construed to be both a covenant and a condition.

29. **GOVERNING LAW.** City and RAMS agree that the construction and interpretation of this Agreement and the rights and duties of City and RAMS hereunder shall be governed by the laws of the State of California.

30. **COMPLIANCE WITH LAWS.** RAMS agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to this Agreement and during all operations of the Facilities conducted by RAMS.

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

32. **WAIVER.** City and RAMS agree that no waiver of a breach of any provision of this Agreement by City or RAMS shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of City or RAMS to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

33. **COUNTERPARTS.** City and RAMS agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

34. **AUTHORITY TO EXECUTE.**

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

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

35. **NOTICES.**

a. Any notices to RAMS may be delivered personally or by mail addressed to The St. Louis Rams, LLC, Attention: Todd Davis, Vice President-Legal Affairs, 10271 W. Pico Blvd. Los Angeles, CA 90064.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City Manager's Office, 300 West Third Street, Oxnard, California 93030, Attention: Scott Whitney.

36. **AMENDMENT.** City and RAMS agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by Manager and RAMS.

37. **ENTIRE AGREEMENT.** City and RAMS agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

ATTACHMENT 1
PAGE 12 OF 20

CITY OF OXNARD

Tim Flynn,
Mayor

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

THE ST. LOUIS RAMS, LCC

The St. Louis Rams, LLC
its: Vice President – Legal Affairs

APPROVED AS TO INSURANCE:

Risk Manager

ATTACHMENT 1
PAGE 13 OF 20

Exhibit A
LIST OF ITEMS AND RESPONSIBILITIES

A. City Items:

1. Provide field rental, including water costs, from April 18 through June 17, 2016 at a cost to RAMS of $510 per day.

2. Provide Locker room rentals, including utilities (up to $1,500 per month), from March 28 through June 24, 2016 at a cost to RAMS of $680 per day.

B. RAMS Items:

1. Provide staff, volunteers and security as needed.

2. Provide all necessary bleachers.

3. Pay rental costs specified in A (above) and any and all permitting costs.

4. Provide any other equipment as needed by RAMS.

ATTACHMENT 1
PAGE 14 OF 20

Exhibit B – Insurance Coverages

INSURANCE REQUIREMENTS FOR LEASES OF LAND OR BUILDINGS (WITH AUTOMOBILE LIABILITY REQUIREMENT)

1. Lessee shall obtain and maintain during the term of the lease the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the lease by lessee, its agents, representatives, employees or sublessees.

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

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

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

d. Property Insurance against all risks of loss to any tenant improvements or betterments in the amount of the full replacement cost of the improvement or betterment with no co-insurance provisions.

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

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

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

4. Lessee 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 lessee; products and completed operations of lessee; premises owned, occupied or used by lessee; or automobiles owned, leased, hired or borrowed by lessee. 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-K or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

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

6. All insurance standards applicable to lessee shall also be applicable to lessee's sublessees. Lessee agrees to maintain appropriate agreements with sublessees and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager. 2/16

ATTACHMENT 1
PAGE 15 OF 20

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-K.doc

ATTACHMENT 1
PAGE 16 OF 20

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
CODE SUB-CODE	**COMPANIES AFFORDING INSURANCE COVERAGE**
INSURED	COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE
	COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE 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 Property insurance against all risks of loss to any tenant improvements or betterments				

SAMPLE

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

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

ATTACHMENT 1
PAGE 17 OF 20

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

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

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

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

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

OTHER PROVISIONS

COVERAGES

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

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

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

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

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

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

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

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

6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐_____

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

Signature _____
(original signature required)

Telephone: (____) _____ Date Signed _____

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

SUBMIT IN DUPLICATE

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

PRODUCER

Telephone:

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

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

NAMED INSURED

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

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

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

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____
(original signature required)

Telephone: (_____) _____ Date Signed _____

Rev. 2/16

ATTACHMENT 1 INS-K.doc
PAGE 19 OF 20

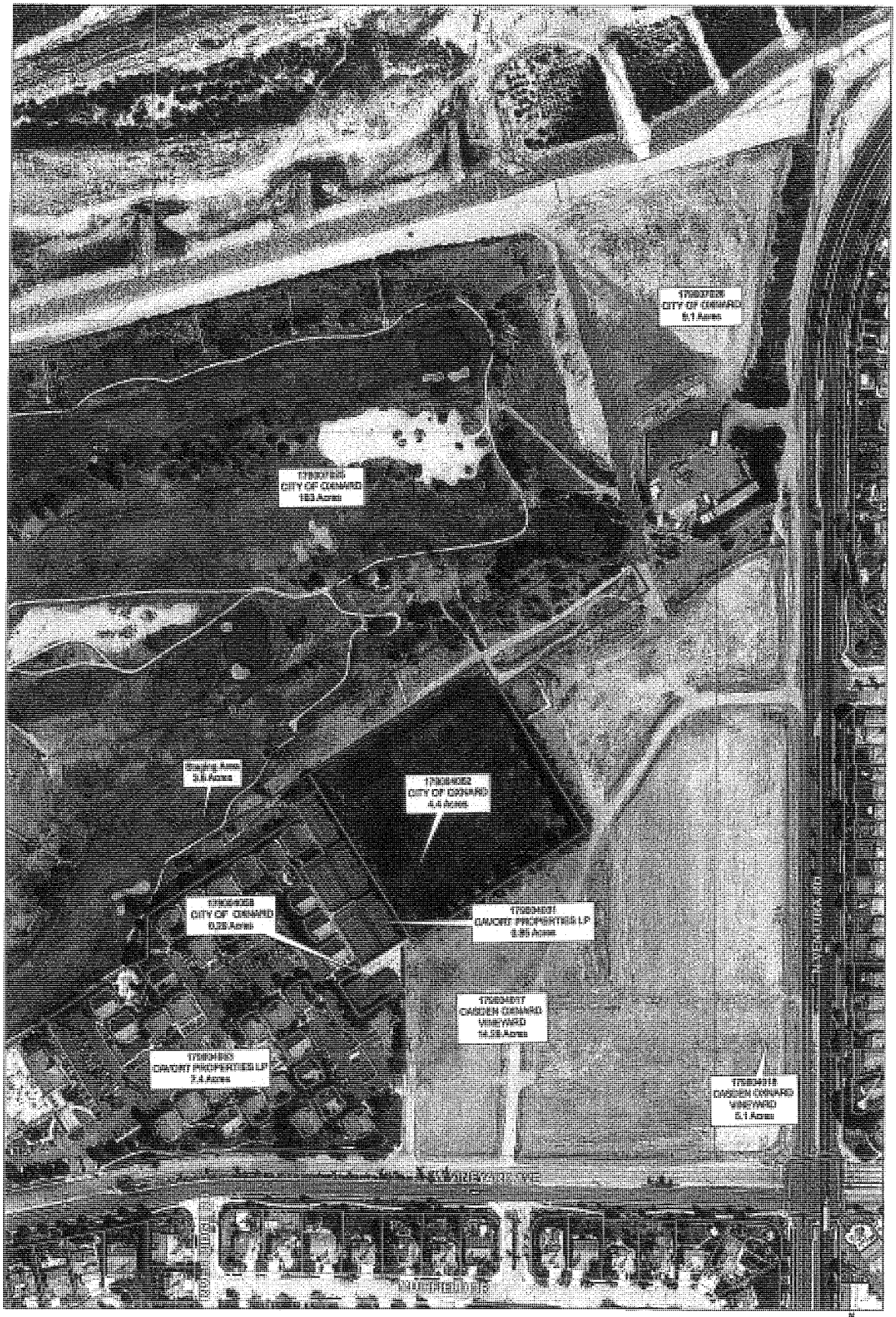



Exhibit C – Site Plan