

Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
September 6, 2016
Closed Session - 4:30 PM
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: CITY COUNCIL AND OXNARD FINANCING AUTHORITY

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION – 4:30 PM

1. Conference with Legal Counsel – Existing Litigation

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

Name of case: Mladen Buntich Construction Company, Inc. v. City of Oxnard
Ventura County Superior Court Case No. 56-2015-00469185-CU-BC-VTA

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

2. Conference with Legal Counsel – Labor Negotiations

CC Agency designated representatives: Maria Hurtado, Assistant City Manager; and Burke Dunphy, 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,

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

City of Oxnard internet address: www.oxnard.org.

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 Assistant City Manager requested that this item be discussed in closed session pursuant to Government Code section 54957.6(a). 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.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

E. CEREMONIAL CALENDAR

1. Presentation of a Commendation to Chuck Dennis for His Dedication to Promoting the Arts and the Upcoming Oxnard Jazz Festival.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. 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. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

1. SUBJECT: League of California Cities Annual Conference Voting Delegate/Alternate 2016 (5/5/5)

RECOMMENDATION: That City Council (1) designate a voting delegate and a voting alternate to the League of California Cities Annual Conference business meeting to be held on October 7 and (2) discuss the City's position on the League's resolution committing the League to supporting Vision Zero, Toward Zero Deaths, and other programs or initiatives to make safety a top priority for transportation projects and policy formulation, while encouraging cities to pursue similar initiatives.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

2. SUBJECT: Informational Report on August 12th Meeting with State Controller's Audit Team (Councilmember Perello).

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: City Council Minutes of May 10, 17 and 24, 2016, June 7, 2016. Special Council Minutes of June 6, 2016. Oxnard Financing Authority Minutes of November 10, 17, December 01, 08 and 15, 2015, January 5, 12, 19, 29, February 2, 9, 23, March 1, 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24, June 7, 14, 21, 28, July 12, 19 and 26, 2016.

RECOMMENDATION: Approve regular minutes of May 10, 17 and 24, 2016, June 7, 2016; Special Council Minutes of June 6, 2016; Oxnard Financing Authority Minutes of November 10, 17, December 01, 08 and 15, 2015, January 5, 12, 19, 29, February 2, 9, 23, March 1, 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24, June 7, 14, 21, 28, July 12, 19 and 26, 2016.

Legislative Body: CC, FA

Contact: Daniel Martinez

Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review

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

Muni Services, LLC. for financial management assistance with the audit (\$10,000)

Urban Futures for accounting and technical assistance with the audit (\$27,095)

MV Cheng & Associates for assistance with audit, bank reconciliation, capital assets and other general accounting (\$146,000)

Municipal Resources Group for onsite Human Resources leadership and assistance with recruitment (\$198,500)

AppleOne Employment Services for short-term staffing (\$175,000)

Allstar Fire Equipment for purchase of 15 turnouts for academy recruits (\$39,491)

Diversified Minerals Inc. for concrete material for street infrastructure repair (\$40,000)

Vulcan Materials Company for hot asphalt material for street pavement repair (\$210,000)

Granite Construction for hot asphalt material for street pavement repair (\$210,000)

A complete explanation of the agreement and funding sources are attached.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Development Services Department

3. SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund
RECOMMENDATION: That City Council: 1) authorize the disbursement of Public Art Fund revenues in the amount of \$175,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists, and 2) approve a one-time appropriation of revenue in the amount of \$175,000 from the Public Art Fund-Fund balance.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

4. SUBJECT: Consider Resolution Approving Participation in the Institute for Local Government's Beacon Program

RECOMMENDATION: That City Council adopt a resolution approving participation in the Institute for Local Government's Recognition Program, the Beacon Program (Attachment A).

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

L. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning Permit No. 16-300-02 (Vesting Tentative Subdivision Map for Tract No. 5974) Filed by David Webber, Retail Development Solutions for Property Owner Red Mountain Asset Fund III, LLC, 1234 E. 17Th St., Santa Ana, CA 92701. (5/15/5)
RECOMMENDATION: That the City Council adopt a resolution approving Planning and Zoning Permit No. 16-300-02 (Vesting Tentative Subdivision Map For Tract No. 5974) to subdivide an improved 12.8-acre site containing a commercial shopping center at the northeast corner of S. Ventura Rd. and W. Channel Islands Blvd. into 8 separate parcels ranging from 0.82 to 2.47 acres.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

M. APPOINTMENT ITEMSN. REPORTSCity Attorney Department1. SUBJECT: Smoking Ordinance

RECOMMENDATION: That City Council approve the first reading by title only and subsequent adoption of an ordinance regulating smoking. (5/20/10)

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

2. SUBJECT: First Amendment to Attorney Services Agreement with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. (3/5/5)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute the First Amendment to Attorney Services Agreement with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Hunt Ortmann") (Agreement No. A-7795) to increase the amount by \$500,000 for a total not to exceed amount of \$1,000,000.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

Fire Department3. SUBJECT: Agreements with Ventura County Fire Protection for Oxnard Fire Dispatch and Automatic Aid (10/25/20)

RECOMMENDATION: That City Council:

Approve and authorize the Mayor to execute Fire Dispatch Agreement (A-7909) with the Ventura County Fire Protection District (VCFPD) for dispatch services

And:

Approve and authorize the Fire Chief to execute Automatic Aid Agreement (A-7910) for automatic aid between VCFPD and City of Oxnard Fire Department.

Legislative Body: CC

Contact: Darwin Base

Phone: 385-7700

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 SESSIONR. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: 1

DATE: September 6, 2016

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: League of California Cities Annual Conference Voting Delegate/Alternate 2016

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council (1) designate a voting delegate and a voting alternate to the League of California Cities Annual Conference business meeting to be held on October 7 and (2) discuss the City's position on the League's resolution committing the League to supporting Vision Zero, Toward Zero Deaths, and other programs or initiatives to make safety a top priority for transportation projects and policy formulation, while encouraging cities to pursue similar initiatives.

BACKGROUND

This year's League of California Cities Annual Conference is scheduled for Wednesday, October 5, through Friday, October 7, 2016, at the Long Beach Convention Center. An important part of the conference is the Annual Business Meeting. The League's annual business meeting will be held at 12:00 noon on Friday, October 7th. At this meeting, the League membership considers and takes action on resolutions that establish League policy. At the request of the League, and in order to expedite the conduct of business at this policy-making meeting, a City Councilmember from each City is designated as the voting delegate. Only those individuals who are voting delegates (or alternates) may sign petitions to initiate a resolution pertaining to League policy.

Each City Council is asked to designate a voting delegate and a voting alternate who will be present at the annual business meeting. This year, Mayor Pro Tem Ramirez will be attending the conference. League bylaws provide that each city is entitled to one vote in matters affecting

municipal or League policy. It has been past practice for City Council to designate the Mayor as voting delegate and the Mayor Pro Tem as voting alternate; however, City Council may choose to designate the voting delegate and alternate differently.

The League will consider one resolution at this year's annual conference. Additional background on the resolution listed below is included in Attachment No. 3:

1. Legislation to support Vision Zero, Toward Zero Deaths, and other programs or initiatives to make safety a top priority for transportation projects and policy formulation, while encouraging cities to pursue similar initiatives.

The League requests that the City of Oxnard City Council discuss the resolution and determine the City's position so that the Council's designated voting delegate Mayor Pro Tem Ramirez or alternate voting delegate can represent the City's position on the resolutions at the Annual Business Meeting.

STRATEGIC PRIORITIES

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

Goal 3. Ensure Master Plans for all City infrastructures are current, synchronized and consistent with the General Plan.

FINANCIAL IMPACT

This action alone does not require funding.

ATTACHMENTS:

Attachment A: Annual Conference Voting Procedures

Attachment B: Voting Delegate Form

Attachment C: Annual Conference Resolution Packet

Council Action Advised by July 31, 2016

June 10, 2016

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – October 5 – 7, Long Beach**

The League's 2016 Annual Conference is scheduled for October 5 – 7 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for noon on Friday, October 7, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 23, 2016. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, October 5, 8:00 a.m. – 6:00 p.m.; Thursday, October 6, 7:00 a.m. – 4:00 p.m.; and Friday, October 7, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

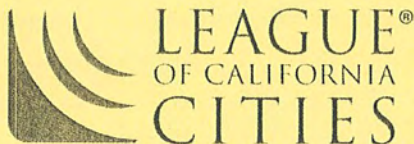
Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 23. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: OXNARD

**2016 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Friday, September 23, 2016. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ E-mail: _____

Mayor or City Clerk _____ Phone: _____
(circle one) (signature)

Date: _____

Please complete and return by Friday, September 23, 2016

League of California Cities
ATTN: **Kayla Gibson**
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: kgibson@cacities.org
(916) 658-8247



*Annual Conference
Resolutions Packet*

2016 Annual Conference Resolutions



Long Beach, California

October 5 – 7, 2016

INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, one resolution has been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: One policy committee will meet at the Annual Conference to consider and take action on the resolution referred to them. The committee is Transportation, Communication and Public Works. The committee will meet 9:00 – 10:30 a.m. on Wednesday, October 5, 2016, at the Hyatt Regency. The sponsor of the resolution has been notified of the time and location of the meeting.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 6, at the Hyatt Regency in Long Beach, to consider the report of the policy committee regarding the resolution. This committee includes one representative from each of the League's regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, October 7, at the Long Beach Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (48 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, October 6. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224

GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League's eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.
2. The issue is not of a purely local or regional concern.
3. The recommended policy should not simply restate existing League policy.
4. The resolution should be directed at achieving one of the following objectives:
 - (a) Focus public or media attention on an issue of major importance to cities.
 - (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
 - (c) Consider important issues not adequately addressed by the policy committees and board of directors.
 - (d) Amend the League bylaws (requires 2/3 vote at General Assembly).

LOCATION OF MEETINGS

Policy Committee Meetings

Wednesday, October 5

Hyatt Regency Long Beach

200 South Pine Street, Long Beach

9:00 – 10:30 a.m.: Transportation, Communication & Public Works

General Resolutions Committee

Thursday, October 6, 1:00 p.m.

Hyatt Regency Long Beach

200 South Pine Street, Long Beach

Annual Business Meeting and General Assembly Luncheon

Friday, October 7, 12:00 p.m.

Long Beach Convention Center

300 East Ocean Boulevard, Long Beach

KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

Number	Key Word Index	Reviewing Body Action		
		1	2	3
		1 - Policy Committee Recommendation to General Resolutions Committee		
		2 - General Resolutions Committee		
		3 - General Assembly		

TRANSPORTATION, COMMUNICATION, AND PUBLIC WORKS POLICY COMMITTEE

		1	2	3
1	Vision Zero			

Information pertaining to the Annual Conference Resolutions will also be posted on each committee's page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.

KEY TO ACTIONS TAKEN ON RESOLUTIONS *(Continued)*

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

- | | |
|-----|---|
| A | Approve |
| D | Disapprove |
| N | No Action |
| R | Refer to appropriate policy committee for study |
| a | Amend+ |
| Aa | Approve as amended+ |
| Aaa | Approve with additional amendment(s)+ |
| Ra | Refer as amended to appropriate policy committee for study+ |
| Raa | Additional amendments and refer+ |
| Da | Amend (for clarity or brevity) and Disapprove+ |
| Na | Amend (for clarity or brevity) and take No Action+ |
| W | Withdrawn by Sponsor |

ACTION FOOTNOTES

- * Subject matter covered in another resolution
- ** Existing League policy
- *** Local authority presently exists

Procedural Note:

The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League's website by clicking on this link: [Resolution Process](#).

1. RESOLUTION COMMITTING THE LEAGUE OF CALIFORNIA CITIES TO SUPPORTING VISION ZERO, TOWARD ZERO DEATHS, AND OTHER PROGRAMS OR INITIATIVES TO MAKE SAFETY A TOP PRIORITY FOR TRANSPORTATION PROJECTS AND POLICY FORMULATION, WHILE ENCOURAGING CITIES TO PURSUE SIMILAR INITIATIVES

Source: City of San Jose

Concurrence of five or more cities/city officials: Cities: Fremont; Los Angeles; Sacramento; San Diego; San Francisco; Santa Monica; and West Hollywood

Referred to: Transportation, Communication and Public Works Policy Committees

Recommendation to General Resolution Committee:

WHEREAS, each year more than 30,000 people are killed on streets in the United States in traffic collisions; and

WHEREAS, traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people; with pedestrians and cyclists accounting for a disproportionate share; and

WHEREAS the Centers for Disease Control recently indicated that America's traffic death rate per person was about double the average of peer nations; and

WHEREAS Vision Zero and Toward Zero Deaths are comprehensive strategies to eliminate all traffic fatalities and severe injuries using a multi-disciplinary approach, including education, enforcement and engineering measures; and

WHEREAS a core principal of Vision Zero and Toward Zero Deaths is that traffic deaths are preventable and unacceptable; and

WHEREAS cities across the world have adopted and implemented Vision Zero and Toward Zero Deaths strategies and successfully reduced traffic fatalities and severe injuries occurring on streets and highways; and

WHEREAS safe, reliable and efficient transportation systems are essential foundations for thriving cities.

RESOLVED that the League of California Cities commits to supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;

AND encourage cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways;

AND encourage the State of California to consider adopting safety as a top priority for both transportation projects and policy formulation.

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Background Information on Resolution to Support Transportation Safety Programs

Each year more than 30,000 people are killed on streets in the United States in traffic collisions. Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people, with children, seniors, people of color, low-income and persons with disabilities accounting for a disproportionate share. The Centers for Disease Control recently reported that the traffic death rate per

person in the United States was about double the average of peer nations, with close to 10% of these deaths occurring in California (3,074 in 2014). California's largest city, Los Angeles, has the highest rate of traffic death among large U.S. cities, at 6.27 per 100,000 people.

Cities around the world have adopted traffic safety projects and policies that underscore that traffic deaths are both unacceptable and preventable. In 1997, Sweden initiated a program called Vision Zero that focused on the idea that "Life and health can never be exchanged for other benefits within the society." The World Health Organization has officially endorsed Vision Zero laying out traffic safety as an international public health crisis and the United Nations General Assembly introduced the Decade of Action for Road Safety 2011-2020 and set the goal for the decade: "to stabilize and then reduce the forecast level of road traffic fatalities around the world" by 50% by 2020.

As of this writing, 18 U.S. cities have adopted Vision Zero programs (including New York City, Boston, Ft. Lauderdale, Austin, San Antonio, Washington DC, and Seattle) to reduce the numbers of fatal crashes occurring on their roads (<http://visionzeronetworg.org/map-of-vision-zero-cities/>). California cities lead the way, with the cities of San Jose, San Francisco, San Mateo, San Diego, Los Angeles, Long Beach and Fremont having adopted Vision Zero strategies and many others are actively considering adoption.

In 2009 a national group of traffic safety stakeholders launched an effort called "Toward Zero Deaths: A National Strategy on Highway Safety". This initiative has been supported by the Federal Highway Administration (FHWA) (<http://safety.fhwa.dot.gov/tzd/>) and states throughout the United States, including California (http://www.ots.ca.gov/OTS_and_Traffic_Safety/About_OTs.asp).

This past January the U.S. Department of Transportation launched its "Mayors' Challenge for Safer People and Safer Streets." This effort calls on elected officials to partner with the USDOT and raise the bar for safety for people bicycling and walking by sharing resources, competing for awards, and taking action. The California cities of Beverly Hills, Davis, Maywood, Cupertino, Culver City, Rialto, Santa Monica, Porterville, Los Angeles, San Jose, Monterey, Glendale, Irvine, Oakland, Palo Alto, Alameda, West Hollywood and Fullerton signed on to this effort. Additionally, the Institute of Transportation Engineers (ITE), a leading organization for transportation professionals, recently launched a new initiative to aggressively advance the Vision Zero and Towards Zero Deaths movements (<http://library.ite.org/pub/ed59a040-caf4-5300-8ffc-35deb33ce03d>).

Ultimately all of these programs share the fundamental belief that a data-driven, systems-level, interdisciplinary approach can prevent severe and fatal injuries on our nation's roadways. They employ proven strategies, actions, and countermeasures across education, enforcement and engineering. Support for many of these life-saving programs extends far beyond government agencies, and includes National Association of City Transportation Officials (NACTO), American Association of State Highway and Transportation Officials (AASHTO), Kaiser Permanente, AARP, the National Safe Routes to School Partnership, and the International Association of Chiefs of Police, among many others.

There is wide-spread recognition that cities and towns need safe, efficient transportation systems to be economically prosperous. A resolution by the League of California Cities to support transportation safety policies like Vision Zero and Toward Zero Deaths, and encourage implementation of projects and programs that prioritize safety will help California elevate the health and safety of its residents and position us as a leader in national efforts to promote a culture of safe mobility for all.

////////

League of California Cities Staff Analysis on Resolution No. 1

Staff: Rony Berdugo
Committee: Transportation, Communication, and Public Works

Summary:

The resolved clauses in Resolution No. 1: commits the League of California Cities to:

- 1) Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety;
- 2) Encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways; and
- 3) Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.

Background:

The City of San Jose notes national and international efforts to reduce fatal and severe injury traffic collisions through systematic data driven approaches, such as Vision Zero and Toward Zero Deaths. According to the World Health Organization (WHO), "Vision Zero is a traffic safety policy, developed in Sweden in the late 1990s and based on four elements: ethics, responsibility, a philosophy of safety, and creating mechanisms for change."¹ Below is a summary of each Vision Zero element, according to WHO:

1. Ethics – Life and health trump all other transportation benefits, such as mobility.
2. Responsibility – Responsibility for crashes and injuries is shared between the providers of the system and the road users.
3. Safety Philosophy – Asserts that a transportation system should account for the unstable relationship of human error with fast/heavy machinery to avoid deaths/serious injury, but accept crashes/minor injuries.
4. Driving Mechanisms for Change – Asserts that road users and providers must both work to guaranteeing road safety, taking measures such as: improving levels of seat belt use, installing crash-protective barriers, wider use of speed camera technology, increasing random breathalyzer tests, and promoting safety in transportation project contracts.

A Vision Zero City meets the following minimum standards:

- Sets clear goal of eliminating traffic fatalities and severe injuries
- Mayor has publicly, officially committed to Vision Zero
- Vision Zero plan or strategy is in place, or Mayor has committed to doing so in clear time frame
- Key city departments (including police, transportation and public health) are engaged

List of cities that meet the minimum Vision Zero standards nationally include: Anchorage, AK; Austin, TX; Boston, MA; Cambridge, MA; Denver, CO; Eugene, OR; Fort Lauderdale, FL; Fremont, CA; Los Angeles, CA; New York, NY; Portland, OR; Sacramento, CA; San Antonio, TX; San Diego, CA; San Francisco, CA; San Jose, CA; Seattle, WA; Washington, DC

List of cities that are considering adoption of Vision Zero nationally include: Ann Arbor, MI; Bellevue, OR; Bethlehem, PA; Chicago, IL; Columbia, MO; Houston, TX; Long Beach, CA;

¹ http://who.int/violence_injury_prevention/publications/road_traffic/world_report/chapter1.pdf

New Orleans, CA; Philadelphia, PA; Pittsburgh, PA; San Mateo, CA; Santa Ana, CA; Santa Cruz, CA; Santa Monica, CA; St. Paul, MN; Tampa, FL²

Vision Zero – Samples:

1. San Francisco – In 2015, the City established a two-year action strategy that outlines the projects and policy changes to implement its Vision Zero goal of zero traffic deaths by 2024. The strategy adopts five core principles, such as: 1) traffic deaths are preventable and unacceptable; 2) safety for all road modes and users is the highest priority; 3) transportation system design should anticipate inevitable human error; 4) education, enforcement, and vehicle technology contribute to a safe system; and 5) transportation systems should be designed for speeds that protect human life.³ The strategy focuses on engineering, enforcement, education, evaluation, and policy changes that can be made to achieve their goals. The City is working on projects, such as:
 - a. Creating protected bike lanes
 - b. Building wider sidewalks
 - c. Reducing traffic speeds⁴

The City is also exploring policy changes to state law that will allow the City to place traffic cameras near schools and senior centers to cite speeding drivers through automated speed enforcement.⁵

2. Los Angeles – the City has established a commitment to eliminate all traffic deaths by 2025. They have identified a network of streets, known as the High Injury Network (HIN)⁶, which maps out their areas of concern where they plan on making strategic investments in reducing deaths/severe injury. According to the City, only 6% of their city streets account for 2/3 of all deaths/severe injury for pedestrians. The City highlights the three following projects as part of their Vision Zero efforts⁷:
 - a. Installation of 22 new Leading Pedestrian Intervals (LPIs) at signals throughout the city, which gives pedestrians a head start against right-turning vehicles when crossing
 - b. Installation of a pedestrian scramble at the intersection of Hollywood and Highland, which stops traffic in all four-directions during pedestrian crossing.
 - c. Installation of curb extensions along Cesar E. Chavez Avenue in their HIN, which reduces the crossing distance for pedestrians, narrows the intersections, and reduces speed for turning vehicles.

San Francisco's Vision Zero Categories:

1. Engineering – implement treatments and redesign streets to reduce the frequency and severity of collisions (i.e. using/implementing: high injury network maps, signal timing, high visibility crosswalks, bus stop lengths, etc.)
2. Enforcement – use data driven approach to cite and focus on violations of the California Vehicular Code and S.F. Transportation Code that identify as causative in severe and fatal collisions (i.e. explore implementation of E-citation Pilot, reporting on traffic collision data, police training, etc.)

² <http://visionzeronetWORK.org/wp-content/uploads/2016/02/VZ-map-April-20-2016-4.jpg>

³ <http://www.joomag.com/magazine/vision-zero-san-francisco/0685197001423594455?short>

⁴ <http://visionzerosf.org/vision-zero-in-action/engineering-streets-for-safety/>

⁵ <http://visionzerosf.org/vision-zero-in-action/public-policy-for-change/>

⁶ <http://ladot.maps.arcgis.com/apps/MapJournal/index.html?appid=488062f00db44ef0a29bf481aa337cb3>

⁷ <http://visionzero.lacity.org/actions/>

3. Education – coordinate among city departments to create citywide strategy for outreach and safety programs, such as Safe Routes to Schools. (i.e. education campaign includes – Safe Streets SF, large vehicle safe driving for municipal vehicles, etc.)
4. Evaluation – evaluate the impact of engineering, enforcement, education and policy efforts to provide recommendations for refinement (i.e. use of web-based data sharing and tracking systems for transparency and accountability).
5. Policy – support and mobilize local and state policy initiatives that advance Vision Zero (i.e. Advance Automated Safety Enforcement initiative at the state level, in-vehicle technology usage, partnering with state and federal agencies on administrative and legal issues, etc.)

In its annual reporting, the City has established the following measures for successful benchmarks:

- Decreasing total severe and fatal injuries
- Decreasing the proportion of severe and fatal injuries in communities of concern to address social inequities
- Decreasing medical costs at SF General Hospital relating to collisions
- Increasing the number of engineering projects and miles of streets receiving safety improvements
- Decreasing the speeds on SF streets
- Increasing investigation and prosecution of vehicular manslaughter
- Increasing public awareness of Vision Zero and traffic safety laws
- Increasing policy changes made at the state and local levels to advance Vision Zero

Toward Zero Deaths – The Federal Highway Administration (FHWA) within the United States Department of Transportation (USDOT) is committed to the vision of eliminating fatalities and serious injuries on national roadways. FHWA has a strategic goal of ensuring the “nation’s highway system provides safe, reliable, effective, and sustainable mobility for all users.”⁸ It is essentially the national version of Vision Zero administered primarily through the Highway Safety Improvement Program (HSIP).

At the state level, the California Office of Traffic Safety (OTS) has a mission to “effectively and efficiently administer traffic safety grant funds to reduce traffic deaths, injuries, and economic losses.”⁹ They make available grants to local and state public agencies for traffic law enforcement, public traffic safety education, and other programs aimed at reducing fatalities, injuries, and economic loss from collisions.

Support: City of Fremont, City of Los Angeles, City of Sacramento, City of San Francisco, City of San Jose, City of Santa Monica, and City of West Hollywood

Opposition: One individual

Fiscal Impact: Unknown. The costs to any particular city can vary tremendously depending on the level and scope of investment any particular city would seek to make. For example, the City of San Francisco has Vision Zero project costs ranging from \$30,000 for pedestrian safety treatments up to \$12,000,000 for a Streetscape project. The cost of any particular effort could be well below, above, and anywhere between those ranges for Vision Zero implementation.

⁸ <http://safety.fhwa.dot.gov/tzd/>

⁹ http://www.ots.ca.gov/OTS_and_Traffic_Safety/About_OTs.asp

Comment:

- 1) Policy committee members are encouraged to consider carefully how the adoption of the resolved clause in this resolution may affect the League's future policy when it comes to advocating for transportation funding and other existing priorities. While the clause "encouraging cities throughout California to join in these traffic safety initiatives to pursue the elimination of death and severe injury crashes on our roadways" provides an opportunity to highlight strategies that can be considered to improve transportation safety, two other aspects of the resolved appear to establish new policy for the organization in that it would "commit" the League to:
 - Supporting Vision Zero, Toward Zero Deaths, and other programs, policies, or initiatives that prioritize transportation safety.
 - Encouraging the State to consider adopting transportation safety as a top priority for transportation projects and policy formulation.
- 2) Effects of various strategies to improve transportation safety can vary. According to an article published in the San Francisco Chronicle on March 26, 2016, deaths in San Francisco traffic were not falling despite Vision Zero efforts.¹⁰ The article notes that there were seven deaths in 2016, while there was only one in the first 10 weeks of 2015 and seven in 2014 during the same period. The San Francisco Department of Public Health commented that despite these incidents, it's too early to make any conclusions about Vision Zero's effectiveness. In Los Angeles, however, the city has cited significant decreases in severe and fatal injuries with implementation of certain technologies, such as installation of pedestrian scrambles. The success of Vision Zero in any particular city will likely depend on the level of investment and scope of the project(s) as the projects can vary widely.
- 3) In the fifth "Whereas" clause from the top, the word "principal" should be "principle."

Existing League Policy: "The League supports additional funding for local transportation and other critical unmet infrastructure needs. One of the League's priorities is to support a consistent and continuous appropriation of new monies from various sources directly to cities and counties for the preservation, maintenance and rehabilitation of the local street and road system. New and additional revenues should meet the following policies:

- **System Preservation and Maintenance.** Given the substantial needs for all modes of transportation, a significant portion of new revenues should be focused on system preservation. Once the system has been brought to a state of good repair, revenues for maintenance of the system would be reduced to a level that enables sufficient recurring maintenance.
- **Commitment to Efficiency.** Priority should be given to using and improving current systems. Recipients of revenues should incorporate operational improvements and new technology in projects.
- **All Users Based System.** New revenues should be borne by all users of the system from the traditional personal vehicle that relies solely on gasoline, to those with new hybrid or electric technology, to commercial vehicles moving goods in the state, and even transit, bicyclists, and pedestrians who also benefit from the use of an integrated transportation network.
- **Alternative Funding Mechanisms.** Given that new technologies continue to improve the efficiency of many types of transportation methods, transportation stakeholders must be open to new alternative funding mechanisms. Further, the goal of reducing greenhouse gases is also expected to affect vehicle miles traveled, thus further reduce gasoline consumption and revenue from the existing gas tax. The

¹⁰ <http://www.sfchronicle.com/bayarea/article/Deaths-in-S-F-traffic-not-falling-despite-Vision-7182486.php>

existing user based fee, such as the base \$0.18-cent gas tax is a declining revenue source. Collectively, we must have the political will to push for sustainable transportation revenues.

- Unified Statewide Solution. For statewide revenues, all transportation stakeholders must stand united in the search for new revenues. Any new statewide revenues should address the needs of the entire statewide transportation network, focused in areas where there is defensible and documented need.
- Equity. New revenues should be distributed in an equitable manner, benefiting both the north and south and urban, suburban, and rural areas as well as being equally split between state and local projects.
- Flexibility. Needs vary from region to region and city to city. New revenues and revenue authority should provide the flexibility for the appropriate level of government to meet the goals of the constituents.
- Accountability. All tax dollars should be spent properly, and recipients of new revenues should be held accountable to the taxpayers, whether at the state or local level.”¹¹

Additionally, the League adopted to “Increase Funding for Critical Transportation and Water Infrastructure” as its number one strategic goal for 2016. It reads, “Provide additional state and federal financial assistance and new local financing tools to help meet the critical transportation (streets, bridges, active transportation, and transit) and water (supply, sewer, storm water, flood control, etc.) infrastructure maintenance and construction needs throughout California’s cities.”¹²

¹¹ <http://www.cacities.org/Resources-Documents/Policy-Advocacy-Section/Policy-Development/2016-Summary-of-Existing-Policy-and-Guiding-Princi.aspx>

¹² <http://www.cacities.org/Secondary/About-Us/Strategic-Priorities>

LETTERS OF CONCURRENCE
Resolution No. 1
VISION ZERO

July 21, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND
IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Fremont enthusiastically endorses the proposed resolution to support the implementation of initiatives to eliminate traffic deaths and severe injuries on our roadways. Fremont is among the early adopters of the Vision Zero traffic safety strategy. With City Council's approval of our Fremont Vision Zero 2020 action plan in March 2016, we are already seeing the benefits of building a safety first culture in our community.

I strongly encourage other California cities to join a growing coalition of support for Vision Zero. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Fremont has embraced Vision Zero and we are in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,



Bill Harrison
Mayor





CITY HALL
LOS ANGELES, CALIFORNIA 90012

August 2, 2016

The Honorable Dennis Michael
President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: League of California Cities Resolution Supporting Initiatives to Prioritize Traffic Safety

Dear President Michael:

We write in support of the proposed resolution to support the adoption and implementation of Vision Zero initiatives throughout California to eliminate traffic fatalities and injuries. Vision Zero and Towards Zero Deaths strategies have been adopted in cities throughout California, including the City of Los Angeles. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year, more than 200 people are killed while trying to move around Los Angeles. Nearly half of the people who die on Los Angeles streets are people walking and bicycling, and an alarming number of them are children and older adults. The safety of our residents and visitors is paramount. If we can realize Vision Zero throughout California, children will be safer walking to school, families will be safer going to the park, and commuters will be safer getting to work.

The City of Los Angeles adopted Vision Zero as part of its Transportation Strategic Plan, and an executive directive was issued in 2015 directing its implementation. We are in strong support of Vision Zero in California, and we support the proposed Resolution.

Sincerely,

ERIC GARCETTI
Mayor

JOE BUSCAINO
Councilmember, 15th District
League of California Cities Representative



OFFICE OF THE
CITY COUNCIL

CITY OF SACRAMENTO
CALIFORNIA

JAY SCHENIRER

COUNCILMEMBER
DISTRICT FIVE

July 27, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION
AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY
THROUGHOUT CALIFORNIA

Dear President Michael,

The City of Sacramento supports the proposed resolution to support the adoption and implementation of initiatives to prioritize transportation safety toward eliminating death and severe injuries on our roadways. **Vision Zero** and **Towards Zero Deaths** strategies have been adopted in many cities and Sacramento is currently developing its own **Vision Zero Action Plan**.

Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and are estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on roads and streets of our cities. We must put safety as a top priority for all users of our streets. It is fundamental for prosperity of California cities as safety, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Sacramento is in strong support of prioritized and expanded transportation safety in California cities and supports the proposed Resolution.

Sincerely,

Jay Schenirer, Council Member
Chair, Law & Legislation Committee



THE CITY OF SAN DIEGO

August 9, 2016

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, CA 95814

Dear President Michael:

RE: A resolution of the league of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety throughout California

The City of San Diego Transportation & Storm Water Department supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, including the City of San Diego (Attachment 1). Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of San Diego Transportation & Storm Water Department has embraced Vision Zero/Towards Zero Death and I am in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Kris McFadden
Director

Attachment: A Resolution of the Council of the City of San Diego Adopting a Vision Zero Plan to Eliminate Traffic Fatalities and Serious Injuries in the Next Ten Years

cc: Katherine Johnston, Director of Infrastructure and Budget Policy, Office of the Mayor
Kristin Tillquist, Director of State Government Affairs, Office of the Mayor
Vic BIANES, Assistant Director, Transportation & Storm Water Department
Linda Marabian, Deputy Director, Traffic Engineering Operations



Transportation & Storm Water Department

202 C Street, 9th Floor, MS 9A • San Diego, CA 92101
Tel (619) 236-6594 Fax (619) 236-6570



RESOLUTION NUMBER R- 310042

DATE OF FINAL PASSAGE NOV 03 2015

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO ADOPTING A VISION ZERO PLAN TO ELIMINATE TRAFFIC FATALITIES AND SERIOUS INJURIES IN THE NEXT TEN YEARS.

WHEREAS, on average one person each day is seriously injured or killed on the road while walking, bicycling, or driving the streets of San Diego; and,

WHEREAS, the City has adopted numerous studies and plans that outline design concepts to improve safety for people walking and biking in the City including a Pedestrian Master Plan and Bicycle Master Plan; and,

WHEREAS, the City of San Diego's draft Climate Action Plan proposes to achieve 50 percent of commuter mode share for walking, biking and transit use in transit priority areas by 2050 and safer conditions for walking and biking can help implement this Plan; and,

WHEREAS, the City will increase in population by approximately 30 percent by 2050 and the majority of growth will result from infill development thereby increasing demand for safe walking and bicycling; and,

WHEREAS, communities in San Diego have prioritized infrastructure projects that improve walking and biking safety among other project types as represented by the Community Planning Committee report to Infrastructure Committee in November 2013; and,

WHEREAS, the City incurs costs to respond to lawsuits alleging the City's failure to provide safer streets; and,

WHEREAS, restoring infrastructure in the City is a priority of the Council and Mayor; and,

(R-2016-155)

WHEREAS, Vision Zero provides a framework for reducing traffic deaths to zero through a combination of safe engineering measures, education, and enforcement practices; and,

WHEREAS, Vision Zero has been adopted in many cities throughout the country, most notably in New York City which has seen the lowest number of pedestrian fatalities in its first year of implementation since documentation began in 1910; and,

WHEREAS, Circulate San Diego is convening an Advisory Committee to advance Vision Zero Goals; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that it hereby adopts a goal of eliminating traffic deaths and serious injuries by 2025; and

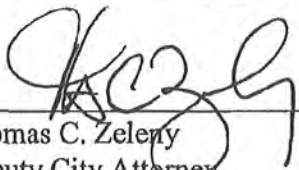
BE IT FURTHER RESOLVED, by the Council of the City of San Diego, that it urges City staff from the Mayor's office, Transportation and Stormwater Department, San Diego Police Department, and a representative of the City's Bicycle Advisory Committee to attend meetings of Circulate San Diego's Vision Zero Advisory Committee for a limited time to develop a traffic safety plan that will help the City reach the goal of zero traffic deaths and serious injuries; and

BE IT FURTHER RESOLVED, that the traffic safety plan will be guided by innovative engineering solutions to improve road safety for all users, especially the most vulnerable; will measure and evaluate performance annually; and will include enforcement and education strategies to prevent the most dangerous behaviors that cause public harm, especially along the corridors where collisions are most frequent.

(R-2016-155)

APPROVED: JAN I. GOLDSMITH, City Attorney

By


Thomas C. Zeleny
Deputy City Attorney

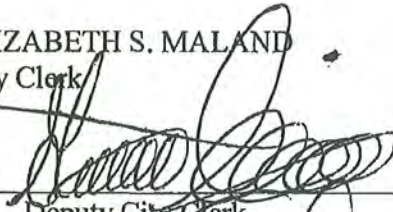
TCZ:cfq

September 24, 2015

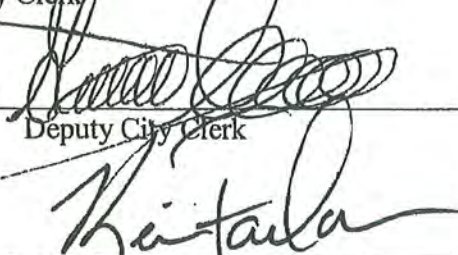
Or.Dept:Envir. Comm.

Doc. No.: 1116742

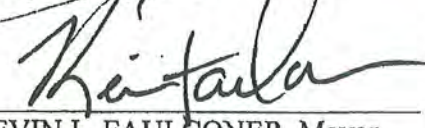
I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of OCT 27 2015.


ELIZABETH S. MALAND
City Clerk

By


Deputy City Clerk

Approved:

11/2/15
(date)
KEVIN L. FAULCONER, Mayor

Vetoed:

(date)
KEVIN L. FAULCONER, Mayor

Passed by the Council of The City of San Diego on OCT 27 2015, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Sherri Lightner	☒	☐	☐	☐
Lorie Zapf	☒	☐	☐	☐
Todd Gloria	☒	☐	☐	☐
Myrtle Cole	☒	☐	☐	☐
Mark Kersey	☒	☐	☐	☐
Chris Cate	☒	☐	☐	☐
Scott Sherman	☒	☐	☐	☐
David Alvarez	☐	☐	☒	☐
Marti Emerald	☒	☐	☐	☐

Date of final passage NOV 03 2015

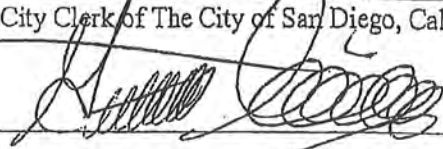
(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

KEVIN L. FAULCONER
Mayor of The City of San Diego, California.

(Seal)

ELIZABETH S. MALAND
City Clerk of The City of San Diego, California.

By , Deputy

Office of the City Clerk, San Diego, California

Resolution Number R- 310042



August 1, 2016

The Honorable Dennis Michael
President, League of California Cities
1400 K Street
Sacramento, CA 95814

Re: Resolution of the League of California Cities Supporting the Adoption and Implementation of Initiatives to Prioritize Traffic Safety Throughout California

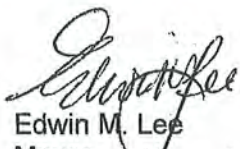
Dear President Michael,

On behalf of the City and County of San Francisco, I am writing to express my support for the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California including San Francisco, San Jose, San Mateo, San Diego, Los Angeles, Santa Barbara, and Santa Monica. Accordingly, I encourage the submission of the resolution to support Vision Zero, Toward Zero Deaths, and other initiatives that make traffic safety a priority, which will be considered by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Every year in San Francisco, approximately 30 people lose their lives and over 200 more are seriously injured while traveling on our streets. These deaths and injuries are unacceptable and preventable, and the City is strongly committed to stopping further loss of life. San Francisco adopted Vision Zero as a policy in 2014, committing to build better and safer streets, educate the public on traffic safety, enforce traffic laws, and adopt policy changes that save lives. Our goal is to create a culture that prioritizes traffic safety and to ensure that mistakes on our roadways do not result in serious injuries or deaths. The safety of our residents and the over 18 million visitors that use our streets each year is paramount, and the same holds true for cities across the California, which need safe, efficient, and organized transportation systems to support economically vibrant and sustainable communities.

The City and County of San Francisco has embraced Vision Zero, and I am in strong support of expanded transportation safety in California cities and, in turn, the proposed Resolution.

Sincerely,


Edwin M. Lee
Mayor



July 21, 2016

Mayor Tony Vazquez
Mayor Pro Tempore Ted Winterer

Councilmembers

Gleam Davis
Sue Himmelrich
Kevin McKeown
Pam O'Connor
Terry O'Day

The Honorable Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RE: THE LEAGUE OF CALIFORNIA CITIES CONSIDERATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA

Dear President Michael:

The City of Santa Monica supports initiatives to eliminate death and severe injuries on our roadways. Vision Zero and Towards Zero Deaths strategies have been adopted in numerous cities throughout California, leading to the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

The City of Santa Monica embraced Secretary Anthony Foxx's Mayor's Challenge for *Safer People, Safer Streets* in March 2015. Simultaneously, the Council directed staff to initiate work on Vision Zero and 8-80 cities – a movement created by Gil Penalosa, to make cities that work for people aged 8 to 80. Combined, these two efforts aim to create streets that are safe and comfortable for people in all modes and of all abilities. In February 2016 the Santa Monica City Council adopted a Vision Zero target in our first Pedestrian Action Plan. We are now actively working to incorporate these visionary targets into City operations.

Our City cares deeply about the safety of our people, and their ability to access good, services, education, social networks and employment. Creating a New Model for Mobility is one of the Council's Five Strategic Goals, identified to organize and advance work on our top priorities. A safe mobility network supports our urgent need to provide transportation options that reduce greenhouse gas emissions, and provide equitable access to places and activities that support community Wellbeing. Reducing and ultimately eliminating severe injury and fatal crashes part of a resilient, safe and prosperous community.

Traffic fatalities in America hit a seven-year high in 2015 and is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of Santa Monica has embraced **Vision Zero/Towards Zero Deaths** and I am in strong support of expanded transportation safety in California cities.

Sincerely,

Tony Vazquez
Mayor

1685 Main Street • PO Box 2200 • Santa Monica • CA 90407-2200
tel: 310 458-8201 • fax: 310 458-1621 • e-mail: council@smgov.net
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CITY OF WEST HOLLYWOOD

CITY HALL
8300 SANTA MONICA BLVD.
WEST HOLLYWOOD, CA
90069-6216
TEL: (323) 848-6460
FAX: (323) 848-6562

OFFICE OF THE CITY MANAGER

PAUL AREVALO
CITY MANAGER

July 21, 2016

The Honorable L. Dennis Michael, President
League of California Cities
1400 K Street
Sacramento, California 95814

RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING THE ADOPTION AND IMPLEMENTATION OF INITIATIVES TO PRIORITIZE TRAFFIC SAFETY THROUGHOUT CALIFORNIA - SUPPORT

Dear President Michael:

The City of West Hollywood supports the proposed resolution to support the adoption and implementation of initiatives to eliminate death and severe injuries on our roadways. *Vision Zero* and *Towards Zero Deaths* strategies have been adopted in numerous cities throughout California. Accordingly, we concur in the submission of the resolution for consideration by the League of Cities General Assembly at its annual meeting on October 5, 2016.

Traffic fatalities in America hit a seven-year high in 2015, and it is estimated to have exceeded 35,000 people. This is about double the average of peer nations and must be addressed. Safety of our residents and visitors is paramount and this is especially true on the roads and streets of our cities. We must put safety as the top priority for all users of our streets. It is fundamental for the prosperity of California cities as safe, efficient, organized transportation systems are essential for economically vibrant and sustainable communities.

The City of West Hollywood is in strong support of expanded transportation safety in California cities and support the proposed Resolution.

Sincerely,

Paul Arevalo,
CITY MANAGER

c: Honorable Members of the West Hollywood City Council





September 6, 2016 City Council Meeting Agenda

Mayor and Members of the Oxnard City Council:

Subject: Informational Report on August 12th Meeting with State Controller's Audit Team

As the City Council is aware, the State Controller's Office (SCO) serves as the state's independent fiscal watchdog, providing sound fiscal control over more than \$100 billion in receipts and disbursements of State funds each year, and uncovering fraud and abuse of taxpayer dollars.

One of the SCO's core-functions involves performing audits of the disbursement of any state money for correctness, legality, and for sufficient provisions of law for payment pursuant to the applicable provisions of the Government Code. The SCO also provides fiscal guidance to local governments, as well as informs the public regarding financial transactions of local governments, including general law cities, such as the City of Oxnard.

Additionally, the SCO has the statutory authority to perform quality control reviews of the work performed by Eadie and Payne, Oxnard's independent contract auditor, during the preparation of the City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2015.

Earlier this year, State Controller Yee notified the City of Oxnard in writing that she had directed SCO staff to begin a quality control review of the City's FYE 15 CAFR stating that, *"...I am concerned about Oxnard's failure to timely file its single audit report, and others in the community have sounded alarms about the potentially precarious financial condition of the city.."*

As one of five elected members of the Oxnard City Council, and one of the two City Council representatives to the City's Fiscal Policy Task Force, I take my fiduciary responsibilities to help oversee the lawful and proper expenditure of city ratepayer and taxpayer dollars very seriously.

Accordingly, during the April 7, 2016 Fiscal Policy Task Force Meeting, and at the subsequent April 19, 2016 City Council meeting, I strongly urged both Oxnard's elected and appointed officials to take proactive steps to begin an open professional dialogue with the SCO designed to lay the groundwork for working together more closely and collaboratively to best address the City's ongoing fiscal reporting challenges.

For my part, I reached out to State Controller Betty T. Yee, and asked her to arrange a meeting for me with her SCO audit team so that I could better understand the scope, breadth, timing, and expected deliverable that would result from the SCO's quality control review of Oxnard's FYE 15 CAFR. I also wanted to explore potential SCO quality review outcomes which might help the City of Oxnard implement best management improvements to its financial management policies, practices, procedures and reporting systems.

Ms. Yee was kind enough to arrange a meeting with George Lolas, Chief Operating Officer and his Audit Team, on Friday, August 12th in Sacramento, CA. Attached you will find a one-page agenda which was prepared in support of that meeting (See Attached Exhibit 1), along with one-page list of Concerns/Perspectives/Questions regarding the City's FYE 15 CAFR which I shared with the SCO during that meeting (See Attached Exhibit 2).

I want the entire City Council, city management and staff, and the public to know that Mr. Lolas and his Audit Team members were very attentive, cordial, and extremely professional in answering my questions clearly, forthrightly, and directly. Further they engaged collaboratively with me and gave thoughtful consideration to the list of Concerns/Perspectives/Questions regarding the City's FYE 15 CAFR which I shared with them during the August 12th meeting.

In order to share relevant meeting information with the City Council and the public, here are the highlights of my August 12th meeting with Mr. Lolas and his Audit Team:

SCO Quality Control Review of Eadie and Payne's FYE 15 CAFR Preparation Work Performed on the State's Dime – Not the City's

Mr. Lolas indicated that given the high degree of public visibility regarding the city's financial reporting challenges, the strong interest expressed by Oxnard residents, taxpayers, public safety unions and employee groups, and Oxnard elected officials urging proactive State oversight of the City's FYE 15 CAFR preparation work, as well as the large number of adverse findings contained in the audit, (i.e. 107 findings, 63 of which are material weaknesses, and 33 that are significant deficiencies), State Controller Yee decided to conduct a quality control review of Eadie and Payne's audit preparation work under the appropriate statutory authority granted her by the State Legislature, *with the SCO's initial audit preparation quality control review work performed at the State's expense, not the City's.*

SCO Quality Control Review Work Timing and Expected Deliverable

Mr. Lolas and his Audit Team estimated that completion of the SCO's quality control review work of Eadie and Payne's preparation of the City's FYE 15 CAFR would take about 4-6 weeks from the August 15th start date. *This would translate into an expected completion date for the quality control review sometime during the third or fourth week of September.* Mr. Lolas indicated that the SCO's expected review document deliverable would be a letter report with audit preparation findings and recommendations for improvements as appropriate. Upon hearing this, *I asked Mr. Lolas to send the results of SCO's quality control review of Oxnard's FYE 15 CAFR preparation by Eadie and Payne directly to the Mayor and Members of the Oxnard City Council, concurrently with SCO's transmittal to the City Manager.* I believe that this will ensure the greatest degree of concurrent public accountability and transparency regarding this extremely important financial reporting review document.

SCO's Potential Recommendations Regarding Additional City Financial Management Policies, Practices, Procedures and Systems

Finally, I asked Mr. Lolas and his team if they anticipated that their audit quality control review report deliverable would include proactive recommendations to the city regarding additional financial management system improvement steps that would help the Oxnard City Council minimize the likelihood of the 63 material weaknesses and 33 significant deficiencies identified in the FYE 15 CAFR from recurring in the future.

Mr. Lolas and his audit team emphasized that SCO's initial work was limited and focused on the ensuring that city's FYE 15 CAFR, as prepared by Eadie and Payne, was performed in accordance with the provisions of Generally Accepted Auditing Standards (GAAS) applicable to general law cities in California, and in accordance with SCO guidance documents provided Oxnard. *Nonetheless, Mr. Lolas and his team expressed a willingness to continue ongoing constructive engagement with Oxnard city management, Oxnard elected officials, and the public in general to help the City improve its financial management practices and procedures.*

Finally, I strongly believe that continuing clear, honest, proactive, and open communications between Oxnard's elected and appointed officials, and State Controller Betty T. Yee and her capable, experienced, and seasoned professional SCO audit staff is critical. We all need to work together to foster and facilitate such open and honest intergovernmental communication and cooperation between the Oxnard and the SCO. And if we do so successfully, I am certain that this will help ensure that Oxnard's residents, ratepayers, and taxpayers will benefit both today and in the future, by implementing recommended improvements to the City's financial management policies, practices, procedures, and systems which may be recommended by the SCO after they complete their quality control review evaluation of the City's FYE 15 CAFR and associated financial reporting documents.

Bert E. Perello

City Councilman

300 West Third Street, 4th Floor

Oxnard, CA 93030

(805) 240-6194

E-Mail: perellobert@gmail.com



**Meeting with George Lolas, Chief Operating Officer
California State Controller Betty T. Yee
300 West Capitol Mall, Suite 1850, Executive Conference Room**

Friday, August 12, 2016

10:00 A.M.

Suggested Meeting Agenda

1. Self-Introductions
2. Scope of the State Controller's Office Evaluation of Oxnard's Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ending June 30, 2015
3. State Controller's Office Anticipated FYE 15 CAFR Evaluation Timeline and Expected Report Deliverable(s)
4. Councilman Perello's Concerns/Perspectives/Questions Regarding Oxnard's FYE 15 CAFR for Consideration by SCO
5. Potential SCO's FYE 15 CAFR Evaluation Outcomes Which Might Help the City of Oxnard Implement Best Management Practice Improvements to its Financial Management Policies, Practices, Procedures, and Reporting Systems
6. Other Topics of Mutual Interest
7. Adjournment

Not Printed at Public Expense

Bert E. Perello

City Councilman

300 West Third Street, 4th Floor

Oxnard, CA 93030

(805) 240-6194

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Concerns/Perspectives/Questions Regarding Oxnard's FYE 15 CAFR by Councilman Perello for Consideration by the SCO

1. Eadie and Payne, the City's auditors did not issue clean opinions for the City's Governmental Activities, Business Type Activities, Water Fund, Wastewater Fund, Environmental Resources and Successor Agency Funds, while other funds like the General Fund and Housing Authority fund received unmodified opinions. Based on these mixed audit opinion outcomes, what should Oxnard stakeholders conclude is the true state of the City's finances?
2. The Audit's Schedule of Findings and Questioned Costs – Financial Statements Reported 107 Findings, 63 of which are material weaknesses, and 33 that are significant deficiencies. These shortcomings, however, were unranked by the City's auditors. Will SCO recommend a best management practice approach that could assist Oxnard's elected officials pinpoint and focus on the most critical ones to tackle first?
3. To many, Oxnard City Management's responses to the 107 findings in its financial statements were generic, repetitive, and unsatisfactory, as in the following common reply below:
"This recommendation regarding internal control will be considered in connection with the City's implementation of an integrated internal control framework consistent with the Standards established in the GAO "Green Book" during fiscal 2016-2017 and fiscal 2017-2018".
 How can Oxnard elected officials ensure a more defined and thorough reply by City Management to such materially significant findings than the "cookie-cutter" response above? If warranted by SCO's evaluation-audit of the City's FYE15 CAFR, does the SCO have statutory authority to impose mandates on the City to ensure compliance with your findings?
4. Since the City's consultants determined, and its contract auditors confirmed, that several prior years of Oxnard's audited financial reports were incorrect, is it the SCO's professional judgement that the City must/should restate its financial results for the years affected?
5. The City combined its Street Maintenance Fund (105), Performing Arts and Convention Center Fund (641), and River Ridge Golf Course Fund (651) into the City's General Fund during the process of the preparation of its FYE15 CAFR. This change makes it extremely difficult to compare the City's basic financial statements with prior year results as well as makes the ongoing transactions of these funds less transparent. Does the SCO have any best financial reporting practice opinions/recommendations in this matter?
6. What will be the scope of the SCO's inquiry into the City's FYE15 CAFR? Please list some potential anticipated outcomes.
7. What best municipal financial management practice reporting benchmarks (i.e. key performance indicator dashboards, etc.) should the City consider to better monitor and report its finances on a day-to-day basis?
8. Generally, how does the SCO view the role of citizen committees, civic-watchdog groups, etc. as an effective tool in the local elected City Councils' toolbox to help monitor and oversee City finances in real-time?
9. What additional financial management system improvement steps might the SCO consider recommending to the Oxnard City Council to help us minimize the likelihood of the material weaknesses and significant deficiencies identified above in the FYE15 CAFR from recurring in the future?

Not Printed at Public Expense



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: September 6, 2016

TO: City Council
Finance Authority

FROM: Daniel Martinez
City Clerk

SUBJECT: City Council Minutes of May 10, 17 and 24, 2016, June 7, 2016. Special Council Minutes of June 6, 2016. Oxnard Financing Authority Minutes of November 10, 17, December 01, 08 and 15, 2015, January 5, 12, 19, 29, February 2, 9, 23, March 1, 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24, June 7, 14, 21, 28, July 12, 19 and 26, 2016.

CONTACT: Daniel Martinez, City Clerk
Daniel.Martinez@oxnard.org, 385-7803

RECOMMENDATION:

Approval regular minutes of May 10, 17 and 24, 2016, June 7, 2016; Special Council Minutes of June 6, 2016; Oxnard Financing Authority Minutes of November 10, 17, December 01, 08 and 15, 2015, January 5, 12, 19, 29, February 2, 9, 23, March 1, 15, 22, 29, April 5, 12, 19, 26, May 3, 10, 17, 24, June 7, 14, 21, 28, July 12, 19 and 26, 2016.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

None.

Minutes July 26, 2016
September 6, 2016
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ATTACHMENTS:

Attachment A cc160510

Attachment B cc160517

Attachment C cc160524

Attachment D cc160607

Attachment E cc160606.spc

Attachment F fa151110

Attachment G nomeetings

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
May 10, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:37 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, City Attorney and Jefferson Billingsley, Deputy City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

D. PUBLIC COMMENTS ON STUDY SESSION

E. STUDY SESSION

1. SUBJECT: Smoking Study Session.

RECOMMENDATION: Hold a study session regarding a potential smoking ordinance and provide direction to staff.

DISCUSSION: The Deputy City Attorney reviewed: changes to State regulations; proposed City regulations; "smoking" policies of other cities including a "grading" of smoking policies within cities and possible "smoking" restrictions by the Council.

Public comments received from: Adam Lopez; Primo Castro (Ventura County American Cancer Society); Jackie Tedeschi; Inez Tuttle; Sandra Tovar (Ventura County Health Department) and Vicky Gonzalez.

The City Council discussed several issues including policies of other cities; protecting the health of the community; balance of individual's rights; public outreach; receiving comments from business community; public housing "smoking" policies and private housing "smoking" issues.

ACTION: Provide comments and directions to staff to draft a policy following guidelines of Option 1 (Perello/Padilla) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

RECESS

At 5:42 p.m., the City Council recessed to the evening meeting.

F. OPENING CEREMONIES

At 6:06 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Housing Authority. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff

members present were: Dave Millican, Special Financial Counsel; Bryan Brice, Fire Chief; Kymberly Horner, Economic Development Director; Ashley Golden, Development Services Director; Daniel Rydberg, Public Works Director; Michael More, Financial Resources Manager; Jason M. Samonte, Traffic Engineer; Michael Henderson, General Services Manager and Randy Latimer, Police Commander.

G. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Week of May 15 -21, 2016 as "Public Works Week".

DISCUSSION: The City Council recognized the workers of the Public Works Department including Streets Division, Solid Waste Division, Water Division, Wastewater Division, Environmental Resources Manager, Community Awareness and other divisions who provide community service 24 hours-a-day.

H. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Inez Tuttle (association fee); Deirdre Frank (short-term vacation rental of homes); Mike Kommel (dogs running off-leash); Martin Jones (wastewater maintenance); Jim Carr (Ed Hunt Rehab Point); Woodrow Thomas (Police Officer Randy Latimer); Joe Avelar (violations of landscape blowers, car washes, vendor vendors, use of banners); Ada Kralian (affordable housing at former Skyview Drive-in); Robert Murphy (short-term vacation rental); Tomas Garcia (redevelopment properties, community access to downtown and beach area); Steve Nash (loss of recent department heads, upcoming "power" plant hearing); Pat Brown (State of the City speech by Mayor); Abel Magana (use of funds to benefit the community, downtown vision plan); Julie Pena (short-term home rental of homes) and George Miller (verbal comments directed to the Police Chief).

I. REVIEW OF INFORMATION/CONSENT AGENDA

Public Comments were provided by: City Attorney (I-1); Economic Development Director (I-3(b)) and Fire Chief (I-4).

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

K. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: Adoption of City Council Procedures Manual.
RECOMMENDATION: Adopt **Resolution No. 14,915** to adopt the City Council Procedures Manual developed through the City Council Procedures Committee.

City Clerk Department

2. SUBJECT: Minutes of the Regular Meeting of the Oxnard City Council for April 12 and 19, 2016.
RECOMMENDATION: Approve.*

City Manager Department

3. SUBJECT: Agreements for City Council Review.

RECOMMENDATION: 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.

Fire Department

4. SUBJECT: Authorization to Apply for Grant from the Federal Emergency Management Agency to Assistance to Firefighters Grant – Fire Prevention and Safety Grant in the Amount of \$175,000.

RECOMMENDATION: Adopt **Resolution No. 14,916** authorizing: 1) The Fire Chief to submit an application to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters grant in the amount of \$175,000; 2) The City Manager to execute the grant agreement if grants funds are awarded to the City; 3) The Finance Director to appropriate the funds and perform all other required financial actions; and 4) The Fire Chief or designee to submit non-financial reports.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended. (MacDonald/Ramirez) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez. *Abstain: Padilla minutes of April 19, 2016 only.

L. PUBLIC HEARINGS

M. APPOINTMENT ITEMS

N. REPORTS

Finance Department

1. SUBJECT: Correct Clerical Error Calculation of Interest Income Budgeted in FY 2015-16 for All Maintenance Assessment Districts.

RECOMMENDATION: Approve a budget adjustment to reduce the interest income budgeted in Fiscal Year 2015-16 for all the Maintenance Assessment Districts.

DISCUSSION: The Special Financial Counsel reviewed how the error occurred and provided the documents showing correction and future corrections.

Public comment received from: Michael Gleason.

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

Development Services Department

2. SUBJECT: Adoption of Speed Zone Surveys.

RECOMMENDATION: Adopt the Citywide Speed Zone Survey (SZS) which establishes the posted speed limits on City streets.

DISCUSSION: The Traffic Engineer reviewed the study recommendations and reasons to have speed zone surveys.

The Police Commander commented on driving speed when children are in crosswalks.

Public comments received from: Pat Brown; Dan Chavez; Dan Pinedo; Jackie Tedeschi; Steve Nash; Roy Prince; George Miller and Woodrow Thomas.

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

3. SUBJECT: Update on Traffic Engineering Projects.

RECOMMENDATION: Receive a report on Traffic Engineering Projects including the Intelligent Transportation System (ITS), Truck Routes, and the Rice Avenue Bridge over Fifth Street/Union Pacific Railroad (UPRR) Tracks.

DISCUSSION: The Traffic Engineer outlined traffic projects to reduce traffic and funding needs to complete ITS.

Public comments received from: Pat Brown, Roy Prince and Daniel Chavez.

The Council discussed: funding; traffic improvements, levels of service.

ACTION: The City Council received report and provided comments.

Public Works Department

4. SUBJECT: Joint Use Agreement with Oxnard School District.

RECOMMENDATION: Approve the Joint Use Agreement No. A-7870 with the Oxnard School District to allow exclusive use of a portion of Lemonwood Park, located at 2055 East San Mateo Road, from 8:00 a.m. to 3:30 p.m. each and every day that school is in session for a period of approximately 24 months.

DISCUSSION: The General Services Manager outlined the “use” agreement regarding Lemonwood park for the two years during school construction.

The City Council discussed “joint use” agreements with schools, funding for maintenance of park and benefits to the community.

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

5. SUBJECT: Approve South Oxnard Branch Library Settlement Appropriation (15/15)

RECOMMENDATION: Approve a budget appropriation in the amount of \$905,000 from the General Fund – Fund Balance for the remediation of water damage and skylight at the South Oxnard Branch Library via Capital Outlay Fund - South Oxnard Improvement Capital Project.

ACTION: Continue to future date.

HOUSING AUTHORITY

At 10:16 p.m., the joint meeting with the Housing Authority concluded.

O. REPORT OF CITY MANAGERP. CITY COUNCIL

The City Council discussed: changes at the top management level (Library Director title/position being changed to Cultural and Community Services Director; loss of HR department head); upcoming Public Utility Commission meeting (proposed “power” plant location); Homeless prevention issues; upcoming May 21 Bill Soo Hoo event and seawall issues.

Q. PUBLIC COMMENTS ON REPORTSR. ADJOURNMENT

At 10:29 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
May 17, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:38 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, City Attorney; J Tabin Cosio, Human Resources Director; Kymberly Horner, Economic Development Director; Daniel Rydberg, Public Works Director and Terrel Harrison, Interim Community Services Manager.

B. APPOINTMENT ITEM

1. SUBJECT: Adoption of the Fiscal Years 2016/2017 and 2017/2018 City Council Strategic Priorities, Which Include Quality of Life, Organizational Effectiveness, Economic Development, and Infrastructure and Natural Resources.

RECOMMENDATION: Adopt **Resolution No. 14,917** adopting the four FY 16/17 and FY 17/18 strategic business plans (1) Organizational Effectiveness, (2) Economic Development, (3) Quality of Life, and (4) Infrastructure and Natural Resources which were developed from the 10/29/15 City Council priority setting workshop.

DISCUSSION: The Assistant City Manager (Hurtado), Human Resources Director; Economic Development Director; Public Works Director and Interim Community Services Manager commented on strategic business plans covering (1) Organizational Effectiveness, (2) Economic Development, (3) Quality of Life, and (4) Infrastructure and Natural Resources which included development of the One-Stop Center; asset management program; development of park master plan and development of business plan working with local businesses.

Public comments received from: Larry Stein; Betty Hill; Charles Boyd; Jackie Tedeschi and Acela Rodriguez.

The City Council discussed several issues including the creation of the financial framework to view the "budget"; staffing for service being discussed; infrastructure services; homelessness issues; coordinate "use" of services; creation of high paying local jobs and overall quality of life issues.

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

C. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

D. CLOSED SESSION

RECESS

At 5:54 p.m. the Council concurred to recess and at 6:04 the Council reconvened.

E. OPENING CEREMONIES

At 6:04 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers concurrently with the Oxnard Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for the Lemos family and members of the military who serve around the world. Mayor Flynn presided. Additional staff members present were: Jefferson Billingsley, Assistant City Attorney; Todd Housley, Environmental Resources Manager; Michael More, Financial Resources Manager; Kathleen Mallory, Contract Planner and Doug Spondello, Senior Planner.

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Water Conservation Art Contest Winners.
DISCUSSION: The City Council presented plaques to Art Contest winners.

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Deirdre Frank (“short-term” rental homes, watering of median landscape plants); Charles Bartlett (low-income housing); Iliana Cruz (broadcasting of community “needs” information); Al Velasquez (right to voice opinion (rate increase); Armando Vasquez (funding of the arts community); Josue Ruiz (arts funding for youth); Julie Medina (funding for community art); Vincent Ines (parking of cars on streets and trash in streets); Jose Villafania (College student issues, Future Leaders of America); Arron Starr (wastewater initiative petition); Karen Brooks (“short-term” rental homes); Martin Jones (right to speak); Woodrow Thomas (legal action); Steve Nash (power plant); Arthur “A.J.” Velasquez (supported utilities infrastructure); Pat Brown (truck traffic) and Hector Coloar (arts in the community). 1

H. REPORT OF CITY MANAGER

The City Manager commented on the Ed Hunt Rehab site; appointment of Ingrid Hardy, Cultural and Community Services Director; watering of landscape; upcoming budget and audit process; future focus on “homelessness” issues and upcoming Strawberry Festival.

I. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on: Arts in the community; the Rebozo Festival; Amgen Bike race; upcoming former mayor William Soo Hoo event; update of a sewer spill; initiative process; traffic improvement and PAC performance.

J. REVIEW OF INFORMATION/CONSENT AGENDA

Comments were received from: Environmental Resources Manager/Financial Resources Manager (L-4) and Economic Development Director (L-3).

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Phillip Molina (L-4) and Michael Gleason (L-4).

L. INFORMATION CONSENT AGENDA

City Manager Department

2. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: 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.

Economic Development Department

3. SUBJECT: Transfer and Acceptance of Certain Real Property from the Oxnard Community Development Commission Successor Agency to the City of Oxnard for Continued Government Use.
RECOMMENDATION: Adopt **Resolution No. 14,918** approving and accepting the transfer of certain real property from the SA to the City for governmental use and taking actions related thereto.

Public Works Department

4. SUBJECT: Pfeiler Landscape Maintenance District #51 Fence Replacement Project.
RECOMMENDATION: 1) Award Contract A-7882 to the lowest responsible and responsive bidder, Fence Factory, in the amount of \$40,962 for the replacement of two deteriorated water detention basin fences located at Juanita Avenue and Cesar Chavez Drive in the Pfeiler Landscape Maintenance District # 51 and authorize the City Manager to execute the contract.; and 2) Approve a budget appropriation in the amount of \$50,000 from the Pfeiler Landscape Maintenance District # 51 Fund.

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

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 7:24 p.m. the joint meetings with the Community Development Commission Successor Agency concluded.

M. 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. 15-500-03 (Special Use Permit), 15-535-01 (Density Bonus), and 15-570-03 (Zone Change), "Channel Islands Apartments". Filed by Vince Daly, the Daly Group, Inc., 31255 Cedar Valley Drive, Suite 323, Westlake Village, CA 91362.

RECOMMENDATION: 1) Adopt **Resolution No. 14,919** approving Planning and Zoning Permit (PZ) No. 15-535-01 (Density Bonus), subject to certain findings and conditions; 2) Adopt **Resolution No. 14,920** upholding the Planning Commission's approval of PZ No. 15-500-03 (Special Use Permit), subject to certain findings and conditions; and 3) Adopt the first reading by title only and subsequent adoption of **Ordinance No. 2905** approving PZ No. 15-570-03 (Zone Change), subject to certain findings and conditions.

DISCUSSION: The Contract Planner and Senior Planner reviewed the development project site, requested waivers, landscaping & fencing, design building standards and "no" truck restrictions for nearby businesses.

Vince Daly, Daly Group, reviewed the in-fill housing development design, parking requirement, development occupancy, development landscaping and public outreach.

Public comments received from: Francine Castanon; Nancy Pedersen; Eileen Tracy; Christine Villegas; Daniel Chavez; Pat Brown; Sal Gonzalez and Barbara Macri-Ortiz.

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

The Council discussed: landscaping; fencing; industrial noise; use of local labor; transportation issues; public outreach to the community; use of space including parking and having "open" space.

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

N. REPORTS

City Attorney Department

1. SUBJECT: Ordinance Regulating Activities at Ormond Beach.

RECOMMENDATION: Approve the first reading by title only and subsequent adoption of **Ordinance No. 2906** regulating activities at Ormond Beach.

DISCUSSION: The City Attorney and Assistant City Attorney review reasons to place restrictions at the Ormond Beach area.

Public comments received from: Dexter Kelly, Bill Standley, Debra Barringer, Alexis Prungis, James Susha, Bruce Schoppe, Amanda Fagan, Christine Chavez, Roger Poirier, Shirley Godwin and George Miller.

Karen Kraus, Ormond Beach Consultant, commented on partnerships with other organizations, enforcement issues, having "public" assess to Ormond Beach and Agromin site issues.

The City Council discussed: location of signal, enforcement; partnership with other organizations; public access to Ormond Beach; protection of "Snowy Plover" and management of public access.

ACTION: Approved as recommended. (Ramirez/Padilla). Ayes: Flynn, Ramirez, MacDonald and Padilla. Noes: Perello (due to questions not being answered.)

At 10:12 p.m. the City Council concurred to hear Report item 4.

Public Works Department

2. SUBJECT: Contract A-7874 with Pacific Coast Well Drilling, Inc. for ASR Well No. 1 - Campus Park Wellfield.

RECOMMENDATION: 1) Award Contract No. A-7874 to the lowest responsible and responsive bidder, Pacific Coast Well Drilling, Inc., in the amount of \$1,157,369 for Project Specification No. UD15-24 (Rebid) Aquifer Storage and Recovery (ASR) Water Well No. 1 – Campus Park Wellfield; and, 2) Authorize the Purchasing Agent to issue and execute the Contract upon receipt of final documents.

ACTION: The City Council concurred to continue this item.

3. SUBJECT: First Amendment to Agreement with Agromin for Organic Waste Recycling Services at Agromin Facilities Located at Limoneira Farms in Santa Paula and Simi Valley Recycling Center in Simi Valley (Agreement No. A-7662).

RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment with Agromin to increase the amount by \$2,000,000 from an initial agreement value of \$1,575,000 to a total of \$3,575,000 and to extend the expiration date from March 26, 2016 to March 26, 2018, for organic waste recycling services at Limoneira Farms located at 12390 Telegraph Road in Santa Paula, California and at the Simi Valley Recycling Center (SVRC) located at 2801 Madera Road in Simi Valley (Agreement No. A-7662).

ACTION: The City Council concurred to continue this item.

4. SUBJECT: Approve an Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater.

RECOMMENDATION: 1) Approve and authorize the Mayor to execute an Agreement with Channel Islands Beach Community Services District for Transportation and Treatment of Wastewater (Agreement No. A-7864); 2) Approve a budget appropriation recognizing \$607,717 of additional revenue and appropriate \$261,685 for wastewater transportation and treatment.

DISCUSSION: The City Manager, Public Works Director and Assistant City Manager (Whitney) reviewed services provided to Channel Islands Community Service District and the calculations for services.

The City Council discussed calculations of services provided and received by the City.

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

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 10:48 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
May 24, 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; Scott Whitney, Assistant City Manager and Stephen Fischer, City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comment received from: Larry Stein.

C. CLOSED SESSION

At 4:41 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54957(b)(1), evaluation of public employee, City Manager.

The City Council also recessed to a closed session, pursuant to Government Code section 54957.6(a), to provide instructions to the City's labor negotiator regarding the position of City Manager.

At 6:05 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:11 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 presided. Additional staff members present were: Maria Hurtado, Assistant City Manager; Dave Millican, Special Financial Counsel; Jeri Williams, Police Chief; Bryan Brice, Fire Chief; Daniel Rydberg, Public Works Director; Todd Housley, Environmental Resources Manager and Andrew Salinas, Police Commander.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation by United Water Conservation District of the 2016 Richard V. Laubacher Water Conservation Award to the City of Oxnard for Outstanding Contributions in the Field of Water Conservation.
DISCUSSION: Robert Eranio, Dan Naumann and Mauricio E. Guardado presented award to the City Council recognizing City's water conservation efforts.
2. SUBJECT: Presentation of a Commendation to Oxnard United Soccer Club for Winning the California South State Cup Presidents Division Tournament Boys Under 16 Age Group.
DISCUSSION: The City Council recognized the Oxnard United Soccer Club including coaches and supporters Roberto Trada and former Mayor Thomas Holden.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Woodrow Thomas (Police incidents); Nancy Pedersen (Skyview development); Steve Nash (proposed “power” plant location); Pete Placencia (Colonia Boxing Gym); Martin Jones (wastewater initiative); Jack Villa (recognizing military veterans of the community); Al Velasquez (Dial-A-Ride program); Inez Tuttle (Dial-A-Ride); Daniel Chavez (salaries of the Police Department); Roy Prince (downtown vision plan); Larry Stein (deadline of public records, audit process); Pat Brown (truck traffic); and Patrick Barrios (development of the Colonia community).

G. REPORT OF CITY MANAGER

The City Manager commented the success of Strawberry Festival, upcoming Budget discussions and upcoming downtown “vision” plan.

H. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed: community of support of “sport” facilities; upcoming power plant hearing; salary of City Manager; start the Police Chief search and crime increase statics due to prison release program due to overcrowding.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Councilmember Perello commented Soo Hoo (K-1) & (K-2); Environmental Resources Manager (K-3) and Councilmember Padilla commented on downtown assessment for services over baseline services (K-4).

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Al Velequez and Abel Magana, Oxnard Downtown Management District (K-4).

K. INFORMATION CONSENT AGENDA

City Manager Department

1. SUBJECT: Resolution Honoring William D. Soo Hoo for Eight Years as an Elected Official Serving the Oxnard Community.

RECOMMENDATION: That City Council adopt **Resolution No. 14,921** honoring William D. Soo Hoo for eight years as an elected official serving the Oxnard community.

Development Services Department

2. SUBJECT: Second Reading and Adoption of Ordinance No. 2905, Approving PZ No. 15-570-03 (Zone Change).

RECOMMENDATION: Adopt **Ordinance No. 2905** approving PZ No. 15-570-03 (Zone Change) to change the zoning designation from Multiple-Family Planned Development (R-2-PD) to General Commercial-Planned Development (C-2-PD) and amend the City of Oxnard Zoning Map for the properties located at Assessor Parcel Nos. 220-0-323-375 and 220-0-323-385.

Public Works Department

3. SUBJECT: Resolution Commending John Bray for Twenty-Six Years of Service
RECOMMENDATION: Adopt **Resolution No. 14,922** commending John Bray for twenty-six years of exemplary service to the City of Oxnard.

Economic Development Department

4. SUBJECT: Resolution Approving Levy and Collection of Assessments for Fiscal Year 2016-2017 Within the Oxnard Downtown Management District (The "ODMD")
RECOMMENDATION: Adopt **Resolution No. 14,923** ordering the levy and collection of assessments within the ODMD for Fiscal Year ("FY") 2016-17.

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

L. PUBLIC HEARINGSM. APPOINTMENT ITEMSFinance Department

1. SUBJECT: Status Update and Discussion of Budget Impacts of Significant Audit Related Adjustments.
RECOMMENDATION: That City Council received the report describing corrected entries affecting the General Fund cash balances and net assets.
DISCUSSION: The City Manager and Special Financial Counsel reviewed "budget impacts" including review of gas tax information, IRS audit; cash balance; triple flip adjustments; medical charges and accounting for pensions.

Public comments received from: Mike Johnson; Larry Stein; Steve Huber; Jim Lavery and Al Velasquez.

The City Councilmembers commented on past financial problems including retirement funding for limited employees.

ACTION: Received report and provided comments.

At 10:07 p.m., the City Council concurred to continue the City Council meeting for reports 1 & 3 only.

N. REPORTSPublic Works Department

1. SUBJECT: First Amendment to Agreement with Agromin for Organic Waste Recycling Services at Agromin Facilities Located at Limoneira Farms in Santa Paula and Simi Valley Recycling Center in Simi Valley.
RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment with Agromin to increase the amount by \$2,000,000 from an initial agreement value of \$1,575,000 to

a total of \$3,575,000 and to extend the expiration date from March 26, 2016 to March 26, 2018, for organic waste recycling services at Limoneira Farms located at 12390 Telegraph Road in Santa Paula, California and at the Simi Valley Recycling Center (SVRC) located at 2801 Madera Road in Simi Valley (A-7662).

DISCUSSION: The Environmental Resources Manager commented on the proposed contract including increased cost, reduction of truck trips, compacting of trash, the separating process and “bidding” process options.

Public comments received from: Larry Stein; Al Velasquez and Steve Nash.

The Council discussed: other possible options; reasons for increased costs; storage of materials and possible re-use of materials.

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

2. SUBJECT: Receive a Verbal Report on the May 11, 2016 Sewage Spill at Etting Road and Olds Road.

RECOMMENDATION: That City Council receive a verbal report on the May 11, 2016 sewage spill at Etting Road and Olds Road.

ACTION: Removed from agenda.

3. SUBJECT: Purchase Eight (8) Ford Police Interceptor Utility Vehicles.

RECOMMENDATION: That City Council: 1) Approve and authorize the Mayor to execute Purchase Order No. 5843 in the amount of \$346,728 with National Auto Fleet Group for the purchase of eight (8) Ford Police Interceptor Utility Vehicles; and 2) Approve a budget appropriation in the amount of \$346,728 from GF Fund Balance for the purchase of eight (8) Ford Police Interceptor Utility Vehicles.

DISCUSSION: The Police Chief, Police Commander and Special Financial Counsel reviewed the financial process to buy the vehicles, selection of vehicle and the reason for “not” using forfeiture funds.

Public comments received from: Daniel Chavez; Larry Stein and George Miller.

The City Council commented on: impact of using General Fund; having a policy use of General fund; Reserve Funds use and provided comments to staff.

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

Police Department

4. SUBJECT: California Gang Reduction, Intervention and Prevention (CalGRIP) Program Grant Funding 2016.

RECOMMENDATION: That City Council adopt a resolution: Authorizing the City Manager or designee to execute grant agreement #A-7865 for funding from the State of California, Board of State and Community Corrections (BSCC) to continue the California Gang Reduction,

Intervention, and Prevention (CalGRIP) Program for calendar year 2016; and Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of CalGRIP funds; and Authorizing the City Manager or designee to submit all program related progress or status reports to BSCC.

ACTION: Removed from agenda.

O. PUBLIC COMMENTS ON REPORTS

P. PUBLIC COMMENTS ON STUDY SESSION

Q. STUDY SESSION

R. ADJOURNMENT

At 10:53 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
June 7, 2016

A. ROLL CALL/POSTING OF AGENDA

At 4:34 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Tim Flynn was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Pro Tem Ramirez 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, City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 4:36 p.m. the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

At 5:58 p.m. the City Council reconvened and recessed to the evening session.

D. OPENING CEREMONIES

At 6:04 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 presided. Additional staff members present were: Ashley Golden, Development Services Director; Karl Lawson, Compliance Services Manager; Chris Williamson, Principal Planner; Randy Latimar, Police Commander; Kymberly Horner, Economic Development Director and Michael More, Financial Resources Manager.

E. CEREMONIAL CALENDAR

The City Council concurred to remove the following items off the agenda: G-1, N-1, N-6, O-1 and O-2.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Woodrow Thomas (encounters with Police); Inez Tuttle (making complaints to Council); Michael Gleason (Landscape district information); Dan Chavez (salaries of City Managers); Cesar Hernandez (salary of City Manager/budget); Terry Bray (Habitat for Humanity of Ventura County); Matthew Lorimor (Habitat for Humanity of Ventura County); Mike Johnson (crime rate within the community); Mari Scott (use of medical marijuana); Daniel Kalbacker (budget of Police Department); Julie Miller (salary comparison/budget); Aaron Starr (lawsuit costs); Dan Pinedo (City Manager agreement); Steve Nash (salaries of employees); Cyndi Hooksta (City Manager agreement) and Rich Tooten (landscape budget, City Manager salary).

G. APPOINTMENT ITEMS

1. SUBJECT: Presentation by Executive Director Darren Kettle, Ventura County Transportation Commission on Ventura County Local Transportation Authority Transportation Investment/Expenditure Plan.

RECOMMENDATION: Adopt a resolution approving the Ventura County Transportation Commission (VCTC) Transportation Investment/Expenditure Plan for placing a ½ cent Countywide Transportation Sales Tax Measure on the November 8, 2016 general election ballot.

ACTION: Remove from agenda.

H. REPORT OF CITY MANAGER

The City Manager commented that the 2015 salary report would be available online, making “budget work” session available for public viewing and upcoming audit report.

I. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council commented on: working with other local organizations such as Future Leaders of America; Memorial Day events & update of local military activities; local visit of Hillary Clinton; salary and agreement of the City Manager; importance of voting and EDCO issues.

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

1. SUBJECT: Public Hearing for Issuance of Multifamily Housing Revenue Bonds for Sea Breeze Apartments.

RECOMMENDATION: That the City Council: 1) Hold a public hearing regarding the issuance of up to \$17,500,000 of multifamily housing revenue bonds by the California Municipal Finance Authority to finance the acquisition, rehabilitation and development of Sea Breeze Apartments, a 92-unit multi-family rental housing project located at 3610 Samuel Avenue, Oxnard; and 2) Adopt **Resolution No. 14,924** approving the issuance of bonds.

DISCUSSION: The Compliance Services Manager reviewed the financing of the project and why the T.E.F.R.A. hearing needs to take place.

Anthony Stubbs, State of California Municipal Financing Authority commented that “no” State funding would be used, prevailing wages and training program are not required.

Cathy Colder stated the funding would be used for capital update the apartments including energy efficiency updates.

Public comments were received from: Inez Tuttle and Woodrow Thomas.

The City Council commented on: quality of work; management of property and City’s authority to hold a hearing regarding the issuance of the T.E.F.R.A. bonds.

ACTION: Close the public hearing. (Ramirez/Padilla) unanimously. Approved as recommended. (MacDonald/Padilla) Ayes: MacDonald, Padilla, Perello, Flynn, and Ramirez.

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: General Plan Amendment Regarding 50 MW Power Plant Prohibition. (15/60)
RECOMMENDATION: Adopt **Resolution No. 14,925** approving a four-part 2030 General Plan Amendment within the Goals and Policies document: 1) update sea level rise background information in Chapter 2 (page 2-6); 2) replace and retitle Figure 2-1 “Sea Level Rise Map” with “2030 Moderate SLR [sic “Sea Level Rise”] Combined Hazards Map” (page 2-8); 3) modify Policy ICS-17.1 regarding electric generation and transmission facilities by adding references to the 2016 Coastal Commission Sea Level Rise Policy Guidance and California Energy Commission policies and regulations (page 4-20); and 4) add new policy SH-3.5 to prohibit development of electric generation facilities of 50 megawatt (MW) or greater capacity in areas subject to coastal and other environmental hazards (page 6-5).

DISCUSSION: The Principal Planner commented on: the expiration of moratorium; having a planning policy to locating a “power” plant creating less than 50 megawatts; update of “sea” level rise and adopting general plan amendment.

Public comments received from: George Pientka, NRG; Inez Tuttle; Al Velasquez; George Miller; Steve Nash and Phil Molina (Public Hearing reopened and closed for comments of Mr. Molina.)

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

DISCUSSION: The City Council discussed: the placement of the fourth “power” plant on an Oxnard beach; the amount of information being provided and restoring a “brown” field (former power plant or industrial site).

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

ACTION: Mayor Flynn declared the public hearing open.

DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

3. SUBJECT: Appeal of Planning and Zoning Permit No. 15-510-05 (Special Use Permit – Alcohol), Located at 200 South Ventura Road, Suite 250. Filed by Alfred Velasquez.
RECOMMENDATION: Adopt a resolution upholding the Planning Commission’s approval of Planning and Zoning Permit No. 15-510-05 approving the sale of beer and wine for off-site consumption.
DISCUSSION: The Development Services Director reviewed alcohol restrictions, public outreach; action of Planning Commission and reviewed “alcohol” permit process.

Police Commander Latimar reviewed outreach to the Adult School and National Army Guard location and reported on number of “calls” for service.

Public comments were received from: Inez Tuttle; Pat Brown; Al Velasquez; Pablo Garcia; Jess Ramirez; Paul Scott; Aldo Ceceno; Roberto Trass; Margaret Cortese; Angel Hernandez; Clarissa Mora; Gilberto Duarte; Janet Burgus and Larry Stein.

Narinda Singh, store representative, outlined reasons for his request to sell alcohol.

The City Attorney reviewed possible “alcohol” sales restrictions and resolution guidelines adopted in 2001.

ACTION: Close the public hearing. (Ramirez/Flynn)

DISCUSSION: The City Council discussed: Planning Commission decision; “not” having standards in place or adopted; balance the needs of the public and special use permit guidelines.

ACTION: Moved to approve Planning Commission recommendation with added condition to sell beer/wine only from the sub-continent of Asia (not cold alcohol and “no” single bottle/can sale) (Ramirez/Flynn) Ayes: Flynn and Ramirez. Noes: Perello, MacDonald and Padilla. Motion failed. Moved to approve appeal “over-turning” Planning Commission approval (Perello/MacDonald) Ayes: Ramirez; MacDonald, Padilla and Perello. Noes: Flynn.

K. REPORTS

FINANCE DEPARTMENT

1. SUBJECT: Adoption of Resolution Initiating Proceedings and Scheduling of Public Hearing To Levy FY 2016-2017 Assessments for Landscape Maintenance District Nos. 1 Through 3, and 5 through 60.

RECOMMENDATION: That City Council: 1) Adopt **Resolution No. 14,926** initiating proceedings for the annual levy and collection of assessments for Fiscal Year 2016-2017 within the City’s Landscape Maintenance Districts, and 2) Adopt **Resolution No. 14,927** declaring intention to levy and collect assessments for Fiscal Year 2016-2017 within the City’s Landscape Maintenance pursuant to the Landscaping and Lighting Act of 1972.

DISCUSSION: The Financial Resources Manager and Pablo Perez, NBS, reviewed future landscape funding including improvements, assessments, consultants fees, general fund contribution and internal improvements and resident involvement.

Public comments received from: Michael Gleason; Julie Miller; David Ward; Phil Molina; Larry Stein; Jackie Tedeschi; George Miller and Al Velasquez.

The City Council discussed several issues including funding changes and new methods to analyze administration maintenance costs.

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

REVIEW OF INFORMATION/CONSENT AGENDA

Comments received from Assistant City Manager (Whitney), Cynthia Hartly, Ormond Beach Monitor (N-2) and City Manager (N-11).

PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from: Michael Gleason (N-3); Daniel Chavez (N-11); Cynthi Hooksta (N-11); Julie Miller (N-11); Blair Brim (N-11); Linda Claderon (N-4); Gerard Kapusck (N-4); Miguel Lopez (N-11); Pat Brown (N-2); Rich Rollins (N-3(b)); Ray Blattel (N-3(b)); David Harper (N-11); Larry Stein (N-11); Al Velasquez (N-11); Greg Runyon (N-11) and Daniel Kalbacker (N-11) and George Miller (N-11).

N. INFORMATION CONSENT AGENDACity Attorney Department

1. SUBJECT: City Manager Employment Agreement Extension.
RECOMMENDATION: Removed from agenda.
2. SUBJECT: Adoption of **Ordinance 2906** Regulating Activities at Ormond Beach.
RECOMMENDATION: That City Council Waive the Second Reading and Adopt Ordinance 2906 Regulating Activities at Ormond Beach.

City Manager Department

3. SUBJECT: Agreements for City Council Review.
RECOMMENDATION: 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.

Development Services Department

4. SUBJECT: Authorization to Submit Two Grant Applications to the California Strategic Growth Council (SGC) and Department of Housing and Community Development (HCD) for the Affordable Housing and Sustainable Communities (AHSC) Program for the Following Projects: 1) J Street Greenway Trail & Complete Streets Project; and 2) Oxnard Corridor Community Transportation Improvement Plan, Segment 8
RECOMMENDATION: 1) Adopt **Resolution No. 14,928** authorizing: The Development Services Department to submit two grant applications requesting Affordable Housing and Sustainable Communities (AHSC) Program grant funds which will be used for qualifying improvements for the following projects: (a) J Street Greenway Trail & Complete Streets Project - Completion of a segment of the Pacific Coast Bikeway Route from J Street between Pleasant Valley and Hueneme Roads; construction of a new 3.7 acre greenway/parklet over a covered flood protection channel that presently divides J Street between Pleasant Valley and Hueneme Roads; and qualifying roadway improvements at the intersection of Hueneme Road and J Street; and (b) Oxnard Corridor Community Transportation Improvement Plan (OCCTIP) – Completion of multimodal bicycle, pedestrian and transit facility improvement along East Fifth Street between Oxnard Blvd. and Rose Ave. as identified in OCCTIP, Segment 8 of the Plan; 2) The City Manager to execute grant agreements if grant funds are awarded to the City; 3) The Finance Director to appropriate the funds and perform all other required financial actions in accordance with the parameters of the grant applications and any cost sharing agreement required; and 4) The Development Services Department or designee to submit non-financial reports to HCD.

5. SUBJECT: Appropriation of General Plan Maintenance Fee to Local Coastal Program Update.
RECOMMENDATION: Appropriate available General Plan Maintenance fees collected through June 30, 2016 to Project 14IN01, Local Coastal Plan (LCP) Update.

Finance Department

6. SUBJECT: Second Amendment to Lease - Western Federal Credit Union
RECOMMENDATION: Removed from agenda.
7. SUBJECT: Special Tax Levy for Community Facilities District No. 5 (Riverpark) and Agreement for Billing of Direct Assessments.
RECOMMENDATION: That City Council 1) Acting as the legislative body of Community Facilities District (CFD) No. 5, adopt **Resolution No. 14,929** setting a special tax rate within CFD No. 5 (Riverpark) for FY 2016-17, and 2) Authorize the City Manager to execute an Agreement for Billing of Direct Assessments with the Ventura County Auditor-Controller to provide the service of placement of direct assessments on the Ventura County Secured Tax Roll.
8. SUBJECT: Special Tax Levy for Community Facilities District No. 2000-3 (Oxnard Blvd/Highway 101 Interchange).
RECOMMENDATION: That City Council, acting as the legislative body of Community Facilities District No. 2000-3 ("CFD No. 2000-3"), adopt **Resolution No. 14,930** setting a special tax rate within CFD No. 2000-3 (Oxnard Boulevard/Highway 101 Interchange) for Fiscal Year 2016-2017.
9. SUBJECT: Special Tax Levy for Community Facilities Districts No. 3 and No. 4 (Seabridge at Mandalay Bay).
RECOMMENDATION: That City Council acting as the legislative body of Community Facilities District (CFD) No. 3 and Community Facilities District (CFD) No. 4: 1) Adopt **Resolution No. 14,931** setting a special tax rate within CFD No. 3 (Seabridge at Mandalay Bay) for FY 2016-2017; and 2) Adopt **Resolution No. 14,932** setting a special tax rate within CFD No. 4 (Seabridge at Mandalay Bay) for FY 2016-2017.
10. SUBJECT: Special Tax Levy for Community Facilities Districts No. 1 and No. 2 (Westport at Mandalay Bay).
RECOMMENDATION: That City Council acting as the legislative body of Community Facilities District (CFD) No. 1 and of Community Facilities District (CFD) No. 2: 1) Adopt **Resolution No. 14,933** setting a special tax rate within CFD No. 1 (Westport at Mandalay Bay) for FY 2016-2017; and 2) Adopt **Resolution No. 14,934** setting a special tax rate within CFD No. 2 (Westport at Mandalay Bay) for FY 2016-2017.

Human Resource Department

11. SUBJECT: Resolution Authorizing Accelerated Annual Leave Benefits for the Chief Financial Officer
RECOMMENDATION: Adopt a resolution authorizing the City Manager to accelerate Annual Leave benefits for the incoming Chief Financial Officer.* **FAILED**

INFORMATION/CONSENT ACTION: Approved as recommended. (Ramirez/Flynn) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. *Noes MacDonald, Padilla and Perello (N-11); Perello N-2; Flynn N-9 & N-10. (Agenda item N-11 failed.)

O. REPORTSCultural and Community Services Department

1. SUBJECT: Agreement with the Oxnard School District to Receive Grant Funds from the State After School Education and Safety Grant to Operate the Oxnard Scholars After School Program in FY 2016-2017.

RECOMMENDATION: That City Council: Approve and authorize the Mayor to execute an agreement with the Oxnard School District (OSD) (A-7883) for the City to receive an amount not to exceed \$2,000,000, to provide after school services as part of the California Department of Education's After School Education and Safety (ASES) Program at OSD 20 schools during FY 2016-2017.

ACTION: Removed from agenda.

2. SUBJECT: Partnership Agreement and Memorandum of Understanding (MOU) of the Hueneme Elementary School District (HESD) and the City of Oxnard to Operate a State of California After School Education and Safety (ASES) Program in FY 2016-17 and FY 2017-18. (10/15)

RECOMMENDATION: That City Council: Approve and authorize the Mayor to execute the Partnership Agreement (A-7876) and a Memorandum of Understanding (A-7879) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of \$1,684,584, to provide services under the California After School Education and Safety (ASES) at ten (10) HESD schools during FY 16-17 and FY 17-18.

ACTION: Removed from agenda.

P. PUBLIC COMMENTS ON REPORTSQ. PUBLIC COMMENTS ON STUDY SESSIONR. STUDY SESSIONS. ADJOURNMENT

At 12:49 a.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

MINUTES

OXNARD CITY COUNCIL

Special Meeting

June 6, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:09 p.m., the special 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 at City Hall. 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 and Stephen Fischer, City Attorney.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMSC. CLOSED SESSION

At 5:10 p.m. the City Council recessed to a closed session pursuant to Government Code Section 54957.6(a) to review the status of labor negotiations and to review its available funds and funding priorities for the purpose of providing instructions to the City's negotiators, Maria Hurtado, Interim Director of Human Resources, and Jon Holtzman, City's labor attorney, regarding the position titles: 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.

JUNE 6, 2016

OXNARD CITY COUNCIL

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At 6:39 p.m., the City Council reconvened.

D. ADJOURNMENT

At 6:39 p.m., the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

DRAFT

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
November 10, 2015

A. ROLL CALL/POSTING OF AGENDA

At 6:07 p.m., the regular meeting of the Oxnard Financing Authority convened in the Council Chambers, concurrently with the City Council, Community Development Commission Successor Agency and Housing Authority. Commissioners Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla, Bert Perello, Jose Andrade and Francisco Vega were present. The Secretary Designate stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Chairperson Flynn presided and called the meeting to order.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMSC. CLOSED SESSIOND. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Staff members present were: Daniel Martinez, Secretary Designate; Greg Nyhoff, Executive Director; Maria Hurtado, Assistant Executive Director; Scott Whitney, Assistant Executive Director City Manager and Stephen Fischer, Interim General Counsel.

E. CEREMONIAL CALENDARF. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDAG. REVIEW OF INFORMATION/CONSENT AGENDAH. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDAI. INFORMATION/CONSENT AGENDACity Clerk Department

1. SUBJECT: Minutes of the Regular Meetings of the Oxnard Financing Authority for December 9 and 16, 2014, and January 13 and 27, February 3, 10 and 24, March 3, 17 and 24, April 7, 14, 21 and 28, May 5, 12 and 19, June 2, 9, 16 and 23, July 7, 14, 21 and 28, September 1, 15 and 22, October 6, 13, 20 and 27, and November 3, 2015. (001)
RECOMMENDATION: Approve.

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

J. PUBLIC HEARINGSK. APPOINTMENT ITEMS

L. REPORTS

N. FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

1. SUBJECT: 2016 Meeting Schedule for Legislative Bodies. (659)

RECOMMENDATION: That Financing Authority meet on the following dates during the calendar year 2016: January 5, 12 and 26, February 2, 9 and 23, March 1, 15, and 22, April 5, 12, 19 and 26*, May 3, 10, 17 and 24*, June 7, 14, 21 and 28*, July 12, 19 and 26, August **NO MEETINGS**, September 6, 13 and 20, October 4, 11, 18 and 25, November 1 and 15, and December 6, 13 and 20.

DISCUSSION: The Commissioners discussed “not” having a meeting on election night, November 8, 2016 and other possible meeting dates.

ACTION: Approved as recommended with November 8, 2016 (election night) removed from schedule and scheduling the fifth Tuesday of the month for a meeting except after a holiday. (Ramirez/MacDonald). Ayes: MacDonald, Padilla, Flynn and Ramirez. Noes: Perello. (stated his belief that more meetings should be scheduled).

M. REPORT OF EXECUTIVE DIRECTOR

CITY COUNCIL/COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY/
HOUSING AUTHORITY

At 10:41 p.m. the joint meetings with the City Council, Community Development Commission Successor Agency and Housing Authority concluded.

T. ADJOURNMENT

At 10:41 p.m. the Financing Authority concurred to adjourn the meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairman

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
November 17, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
November 23, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
December 1, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
December 8, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
December 15, 2015

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting
January 5, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

January 12, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

January 19, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

January 26, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

February 2, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

February 9, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

February 23, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
March 1, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
March 15, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

March 22, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ

Secretary Designate

TIM FLYNN

Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

March 29, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ

Secretary Designate

TIM FLYNN

Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

April 5, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

April 12, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
April 19, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
April 26, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

May 3, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ

Secretary Designate

TIM FLYNN

Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

May 10, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ

Secretary Designate

TIM FLYNN

Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
May 17, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
May 24, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
June 7, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
June 14, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

June 21, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

June 28, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
July 12, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY
Regular Meeting
July 19, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson

MINUTES

OXNARD FINANCING AUTHORITY

Regular Meeting

July 26, 2016

Because there were no items requiring consideration on this date, there was no regular meeting.

DANIEL MARTINEZ
Secretary Designate

TIM FLYNN
Chairperson



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: September 6, 2016

TO: City Council

FROM: Greg Nyhoff
City Manager

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

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

- A. Muni Services, LLC. for financial management assistance with the audit (\$10,000)
- B. Urban Futures for accounting and technical assistance with the audit (\$27,095)
- C. MV Cheng & Associates for assistance with audit, bank reconciliation, capital assets and other general accounting (\$146,000)
- D. Municipal Resources Group for onsite Human Resources leadership and assistance with recruitment (\$198,500)
- E. AppleOne Employment Services for short-term staffing (\$175,000)
- F. Allstar Fire Equipment for purchase of 15 turnouts for academy recruits (\$39,491)
- G. Diversified Minerals Inc. for concrete material for street infrastructure repair (\$40,000)
- H. Vulcan Materials Company for hot asphalt material for street pavement repair (\$210,000)
- I. Granite Construction for hot asphalt material for street pavement repair (\$210,000)

A complete explanation of the agreement and funding sources are attached.

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures

Agreements for City Council Review
September 6, 2016
Page 2

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.

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.

ATTACHMENTS:

Attachment A: City Manager Contract List for September 6, 2016

City Manager Contract List for 09/06/2016

Contracts from \$25,000 to \$250,000

A Financial and Accounting Services

Vendor: Muni Services LLC
 Type: Amendment
 Agreement No.: 7358-16-FN
 Amendment No.: 4
 Purchase Order No.: 5724
 Begin Date: 01/20/2016
 End Date: 12/31/2016
 Term: 11 months

Amount to be Approved: \$10,000
 Current FY Amount: \$0
 Total Contract Amount: \$250,000
 Funding Source: General Fund
 Vendor Selection Process: Negotiated Contract
 # of Bids/Proposals/Quotes: N/A
 Project Manager: Christine Williams
 Department: Finance
 Telephone: 385-7468
 Email: christine.williams@oxnard.org

Purpose:

Staff is requesting authorization to enter into a fourth amendment with MuniServices, LLC. in the amount of \$10,000 for financial analysis, budget assistance, multi-year forecasting for the City's Utility Enterprise Funds, including reconciliation of capital assets and capital improvement projects.

The Original Agreement was entered into January 20, 2016 for \$25,000. The First Amendment was entered into February 16, 2016 for \$25,000 and approved by City Council on February 23, 2016. The Second Amendment was entered into March 29, 2016 for \$85,000 and approved by City Council April 5, 2016. The Third Amendment was entered into May 10, 2016 for \$105,000 and approved by City Council on May 20, 2016.

This amendment is the final amendment to this agreement.

B Financial and Accounting Services

Vendor: Urban Futures
 Type: Amendment
 Agreement No.: 7362-16-FN
 Amendment No.: 2
 Purchase Order No.: 5840
 Begin Date: 01/21/2016
 End Date: 06/30/2017
 Term: 1 year 5 months

Amount to be Approved: \$27,095
 Current FY Amount: \$0
 Total Contract Amount: \$127,095
 Funding Source: General Fund
 Vendor Selection Process: Negotiated Contract
 # of Bids/Proposals/Quotes: N/A
 Project Manager: Christine Williams
 Department: Finance
 Telephone: 385-7468
 Email: christine.williams@oxnard.org

Purpose:

Staff is requesting authorization to enter into a second amendment with Urban Futures, Inc., in the amount of \$27,095 for accounting assistance, technical assistance and preparation of schedules.

The Original Agreement was entered into January 21, 2016 for \$25,000. The First Amendment was entered into February 23, 2016 for \$75,000 and approved by City Council on February 23, 2016.

This amendment is the final amendment to this agreement.

City Manager Contract List for 09/06/2016

Contracts from \$25,000 to \$250,000

C Financial and Accounting Services

Vendor: MV Cheng & Associates
Type: Amendment
Agreement No.: A-7867
Amendment No.: 2
Purchase Order No.: 5832
Begin Date: 02/23/2016
End Date: 06/30/2017
Term: 10 months

Amount to be Approved: \$146,000
Current FY Amount: \$146,000
Total Contract Amount: \$220,000
Funding Source: General Fund
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Christine Williams
Department: Finance
Telephone: 385-7468
Email: christine.williams@oxnard.org

Purpose:

Staff is requesting authorization to enter into a second amendment with MV Cheng & Associates in the amount of \$146,000 to provide additional accounting services to the City to assist in bank reconciliations, capital assets and other general accounting services towards the completion of the 2015-16 audit. Since February 23, 2016, MV Cheng & Associates has been instrumental in assisting the City in the completion of the FY 2014-15 audit and providing general accounting services to supplement finance staff vacancies.

D Agreement for on-site Human Resources Leadership and Support and additional services

Vendor: Municipal Resources Group
Type: Amendment
Agreement No.: 7574-16-HR
Amendment No.: 1
Purchase Order No.: 09/13/2016
Begin Date: 12/31/2016
End Date:
Term:

Amount to be Approved: \$198,500
Current FY Amount: \$223,400
Total Contract Amount: \$223,400
Funding Source: General Fund
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 3
Project Manager: Maria Hurtado
Department: Human Resources
Telephone: 385-7430
Email: maria.hurtado@oxnard.org

Purpose:

Staff is requesting authorization to enter into a first amendment with Municipal Resources Group in the amount of \$198,500 for on-site Human Resources leadership and support through December, as well as assistance with the City's recruitments and Limited Benefit Employee audit and reconciliation project. Staff solicited informal bids for the initial agreement, and received proposals from Management Partners and Municipal Resources Group. Municipal Resources Group was chosen because they were able to provide immediate support, including an on-site interim Human Resources Director. The initial agreement was for \$24,900, and provided immediate on-site Human Resources leadership and support for the month of August, as well as prep work on the City's Limited Benefit Employee Audit and Reconciliation.

City Manager Contract List for 09/06/2016

Contracts from \$25,000 to \$250,000

E Second Amendment Temporary Staffing

Vendor: AppleOne Employment Services
 Type: Amendment
 Agreement No.: 7379-16-HR
 Amendment No.: 2
 Purchase Order No.: 5869
 Begin Date: 04/20/2016
 End Date: 01/01/2017
 Term: 8 months

Amount to be Approved:
 Current FY Amount: \$175,000
 Total Contract Amount: \$250,000
 Funding Source: General Fund
 Vendor Selection Process: Informal Bids
 # of Bids/Proposals/Quotes: 3
 Project Manager: Lisa Yoshimura
 Department: Human Resources
 Telephone: 805-385-7596
 Email: lisa.yoshimura@oxnard.org

Purpose: Staff is requesting authorization to enter into a Second Amendment with AppleOne Employment Services in the amount of \$175,000 to continue providing short-term staffing while staff recruits and fills critical vacant positions across the various departments. The original agreement was entered into in February 2016, and was for \$25,000. The first amendment was entered into and executed in June 2016 in the amount of \$50,000. Three temporary services agencies were contacted. AppleOne was selected as the lowest responsive bidder.

F Purchase of 15 turnouts for academy recruits

Vendor: Allstar Fire Equipment
 Type: Purchase Order
 Agreement No.: N/A
 Amendment No.: 5924
 Purchase Order No.:
 Begin Date:
 End Date:
 Term:

Amount to be Approved:
 Current FY Amount: \$39,491
 Total Contract Amount: \$39,491
 Funding Source: General Fund
 Vendor Selection Process: Informal Bids
 # of Bids/Proposals/Quotes: 3
 Project Manager: Amy Van Atta
 Department: Fire
 Telephone: x8369
 Email: amy.vanatta@oxnard.org

Purpose: Staff is requesting authorization to purchase 5 turnout pants and 15 turnout jackets for new hired firefighters, required equipment for firefighter safety.

Pursuant the City's Purchasing Policies, three informal bids were obtained for the turnouts. Three vendors provided bids. Allstar Fire Equipment was selected as the lowest responsible bidder.

City Manager Contract List for 09/06/2016

Contracts from \$25,000 to \$250,000

G Hot Asphalt Material for Street Pavement Repair

Vendor:
Type:
Agreement No.:
Amendment No.:
Purchase Order No.:
Begin Date:
End Date:
Term:

Granite Construction
Purchase Order
BPO
N/A
5898
07/01/2016
06/30/2017
1 Year

Amount to be Approved:
Current FY Amount:
Total Contract Amount:
Funding Source:
Vendor Selection Process:
of Bids/Proposals/Quotes:
Project Manager:
Department:
Telephone:
Email:

\$210,000
\$210,000
\$210,000
Measure O & Street Maintenance Funds
Sole Source
N/A
Daniel Rydberg, Public Works Director
Public Works Department
797-8206
raymond.williams@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Blanket Purchase Order to purchase hot mix asphalt material for FY 16-17. Only two companies produce hot mix asphalt in Ventura County (Vulcan Materials & Granite Construction). The working life of hot mix is limited because paving and compaction must be performed while the asphalt is sufficiently hot. This makes the importation of this material from outside the County not practical.

Pursuant to the City's Purchasing Policies, the Streets Division requests two Blanket Purchase Orders with these two sole source vendors, Vulcan Materials & Granite Construction for hot mix asphalt to repair street pavement. The city issues each company a BPO as the supply of hot mix asphalt can become unavailable from a single company from time to time. Orders are placed with the vendor offering the lowest price at time of need.

H Hot Asphalt Material for Street Pavement Repair

Vendor:
Type:
Agreement No.:
Amendment No.:
Purchase Order No.:
Begin Date:
End Date:
Term:

Vulcan Materials Company
Purchase Order
BPO
N/A
5899
07/01/2016
06/30/2017
1 Year

Amount to be Approved:
Current FY Amount:
Total Contract Amount:
Funding Source:
Vendor Selection Process:
of Bids/Proposals/Quotes:
Project Manager:
Department:
Telephone:
Email:

\$50,000
\$50,000
\$50,000
Measure O Funds
Sole Source
N/A
Daniel Rydberg, Public Works Director
Public Works Department
797-8206
raymond.williams@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Blanket Purchase Order to purchase hot mix asphalt material for FY 16-17. Only two companies produce hot mix asphalt in Ventura County (Vulcan Materials & Granite Construction). The working life of hot mix is limited because paving and compaction must be performed while the asphalt is sufficiently hot. This makes the importation of this material from outside the County not practical.

Pursuant to the City's Purchasing Policies, the Streets Division requests two Blanket Purchase Orders with these two sole source vendors, Vulcan Materials & Granite Construction for hot mix asphalt to repair street pavement. The city issues each company a BPO as the supply of hot mix asphalt can become unavailable from a single company from time to time. Orders are placed with the vendor offering the lowest price at time of need.

City Manager Contract List for 09/06/2016

Contracts from \$25,000 to \$250,000

I Concrete Material for Streets Division

Vendor:
Type:
Agreement No.:
Amendment No.:
Purchase Order No.:
Begin Date:
End Date:
Term:

Diversified Minerals Inc.
Purchase Order
BPO
N/A
5925
07/01/2016
06/30/2017
1 Year

Amount to be Approved:
Current FY Amount:
Total Contract Amount:
Funding Source:
Vendor Selection Process:
of Bids/Proposals/Quotes:
Project Manager:
Department:
Telephone:
Email:

\$40,000
\$40,000
\$40,000
Street Maintenance
Informal Bids
4
Daniel Rydberg, Public Works Director
Public Works Department
797-8206
raymond.williams@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Blanket Purchase Order to purchase concrete material for the repair of sidewalks, curbs, and gutters and other concrete street infrastructure.

Pursuant to the City's Purchasing Policies, the Streets Division solicited four informal bids for the concrete material and two out of four bids were received. Diversified Minerals was selected as the lowest bidder providing the best price in concrete material and is an Oxnard based business.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: September 6, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Authorization to Disburse and Appropriate Revenue from the Public Art Fund

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

RECOMMENDATION:

That City Council: 1) authorize the disbursement of Public Art Fund revenues in the amount of \$175,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists, and 2) approve a one-time appropriation of revenue in the amount of \$175,000 from the Public Art Fund-Fund balance.

BACKGROUND

Since 2011, the Cultural Arts Committee (forerunner of the current Cultural Arts Commission) has administered three grant cycles in support of the art community of Oxnard:

<u>RFP Issuance Date</u>	<u>Total Grant Amount</u>
May 1, 2012	\$200,000
July 15, 2013	\$150,000
December 22, 2014	\$150,000

For each cycle a Request for Proposal (RFP) was developed by City staff and the Cultural Arts Committee members (with public input) to establish the criteria for grant eligibility, categories of

grant recipients, and ranges of potential grant awards. Grants have been made available in the following categories:

1. Project Grants: For the creation, by an individual artist or group of Oxnard-based individual artists, of a specific art project.
2. Operating Funds Grants: To sustain the work of an arts organization, without being tied to a “specific project”, but to the artistic work in general.

For each cycle, the grant amount has been determined by staff and Committee members based on the balance of the Arts in Public Places Trust Fund, taking into consideration potential future expenditure requests of the fund. In each grant cycle, the grant amount has been approximately 70% of the available funds. For the 2016 grant cycle the CAC is recommending \$175,000 be appropriated (70% of the current \$250,000 fund balance). The CAC has determined to leave a portion of the current balance available for staff support costs and future arts community projects.

The Arts in Public Places Trust Fund is funded by the Public Art Program (Resolution 14,124). All new development (detailed in the resolution) is required to pay a public art fee of \$0.20 per square foot of roofed building area prior to issuance of a building permit. Public art fees, as well as monetary contributions from private sources, are deposited into the fund. This fund shall be used to acquire, purchase, install and maintain artwork on public property and to reimburse the City’s costs to administer the Program. Disbursements from the fund may also be allocated to visual, performing or literary arts such as dance, voice, music or poetry.

City Council Ordinance 2886 established the CAC’s powers and duties. Division 11, Sec 2-134(H), of the ordinance authorizes the CAC to “Recommend to the city council the distribution of revenues collected through fund raising, grants and public art funds consistent with the needs of the community, including solicitation and analysis of cultural arts grant proposals”. In accordance with this ordinance, the CAC recommends that City Council appropriate \$175,000 from the Public Art Fund to various Oxnard-based arts organizations and artists through the 2016 Cultural Arts Grant Program. The grants will support ongoing operations and cultural activities in the city of Oxnard.

For the 2016 grant cycle, all applicants must be Oxnard-based (applicants for project grants must be Oxnard residents; applicants for operating funds grants must be based in Oxnard with a physical address). Moreover, at least 51% of the exhibition, performance, presentation, readings, etc. must be in Oxnard. Governmental organizations and organizations that receive budgetary support from the City independent of this grant program are not eligible to apply.

City staff will establish a review panel (evaluators) for the grant applications. Evaluators will be experts eminent in their arts field. For example: arts educators active or retired from an arts institution; arts executive directors; performers, curators; playwrights, poets, authors, arts philanthropists; arts critics; etc. Chosen evaluators will undergo a thorough training by City staff

to cover the intent of the RFP, which is reflective of the mission and vision of the CAC, and knowledge of the evaluation process, scoring and criteria tool. To this end, an evaluation training handbook will be developed by City staff with CAC consultation. The review panel will make award recommendations to the CAC. The CAC will review the recommendations and, if approved by majority vote, will recommend to City Council approval of the grant awards at a future City Council meeting.

The following is the anticipated timeline of the grant process:

Issuance of RFP	TBD
Workshops and Evaluator Training	2 nd week after issuance of RFP
Technical Support to applicants	3 rd week after issuance of RFP
Applications due to City	4 th week after issuance of RFP
Application Pre-Review (Staff)	5 th week after issuance of RFP
Grant Review Panels	6 th week after issuance of RFP
Notification of Recommended Awards	7 th week after issuance of RFP
Appeals Submitted	9 th week after issuance of RFP
Appeals Reviewed	10 th week after issuance of RFP
Appeals Decision/Final Commission Vote for Awards	Next available CAC meeting date
City Council Approval of Awards	Next available City Council meeting date
Award letters with 50% of grant award	2 weeks City Council approval
Interim report for Operating Funds Grants due/reviewed	6 months after award
Disbursement of second half of grant	3 weeks after successful review
Completed project or final report due	1 year from award

STRATEGIC PRIORITIES

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

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

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

Objective 3f. Develop a co-sponsorship policy with criteria that would enable the City to encourage local community events

FINANCIAL IMPACT

Approval of this action authorizes an appropriation of \$175,000 from the \$250,000 fund balance in the Arts in Public Places Trust Fund.

ATTACHMENTS:

Attachment A. SBA Public Art Funds 20160726

REQUEST FOR SPECIAL BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Ashley Golden

Date: July 26, 2016
Phone: ext. 7868

Reason for Appropriation:

To appropriate fund balance of Public Art Funds in the amount of \$175,000 for the purpose of providing funding to various cultural arts organizations, programs, and artists

Accounts and Descriptions

AMOUNT

Fund: 547 - ART IN PUBLIC PLACE TRUST

Expenditures/Transfers Out

547-4270-804.82-09	CONTRACTS AND SERVICES / SVCS-OTHER PROF	175,000
	Sub-total Expenditures	175,000

Net Change to Fund Balance **(175,000)**

Net Appropriation Change **175,000**

Approvals

Department Director

Ashley Golden

Chief Financial Officer

City Manager

REQUIRES CITY COUNCIL AUTHORIZATION

SBA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Rev# _____

Packet Pg. 96



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: September 6, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Ashley Golden
Development Services Director

SUBJECT: Consider Resolution Approving Participation in the Institute for Local Government's Beacon Program

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

RECOMMENDATION:

That City Council adopt a resolution approving participation in the Institute for Local Government's Recognition Program, the Beacon Program (Attachment A).

BACKGROUND

The Beacon Program is a statewide program that provides support and recognition to California cities and counties that are working to reduce greenhouse gas (GHG) emissions, save energy, and adopt policies and programs that promote sustainability. The Beacon Program is funded through California utility ratepayers and sponsored by the Institute for Local Government and the Statewide Energy Efficiency Collaborative.

The Beacon Program features two types of awards (Beacon Award and Spotlight Award) in five areas of accomplishments, including reducing municipal and community GHG emissions, electricity and gas savings in municipal facilities, and sustainability best practices. Within each area, a participant can earn one of three levels, a silver, gold, or platinum Spotlight Award based on level of achievement. To win a full Beacon Award, participants are required to demonstrate achievement in all five areas.

Participate in Institute for Local Government's Beacon Program

September 6, 2016

Page 2

In order to participate in the Beacon Program, cities must complete an application, designate a lead staff person as a point of contact, and adopt a resolution by the governing body committing the agency to participate in the program. The City of Oxnard, with the help of the Ventura County Regional Energy Alliance (VCREA), agrees to continue working towards achieving measurable GHG reductions and energy savings in agency facilities as well as try to achieve measurable GHG reductions and promote energy conservation activities in the community. In turn, the Institute for Local Government pledges to provide resources and technical support to assist participants in their journey through the Beacon Program.

Awards are presented in conjunction with the League of California Cities Conference Annual Conference. Participants will be asked to provide information about their efforts to reduce GHG emissions and save energy as well as progress in completing a GHG inventory, climate action plan, and undertaking activities in the ten best practice areas in the spring, with a final deadline for award designation in September 2016. Given the City's sustainability efforts and the City's partnership with VCREA, there is an opportunity for the City to receive a Platinum Spotlight Award for Agency Energy Savings, Silver Spotlight Awards for Agency GHG Reductions and Agency Natural Gas Savings, and a Gold Spotlight Award for Sustainable Best Practices Activities during October's League of Cities Conference in Long Beach.

Participating in the Beacon Award program will increase the City of Oxnard's visibility within our region and statewide. It is an opportunity for the City to showcase its existing efforts to promote sustainability and save energy, while working towards one of the three award levels (silver, gold, or platinum).

STRATEGIC PRIORITIES:

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

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

FINANCIAL IMPACT

Program participation is voluntary and with the help of VCREA has no fiscal impacts. Participating in the program may increase the City of Oxnard's competitiveness for future state or other grant funding.

ATTACHMENTS:

Participate in Institute for Local Government's Beacon Program
September 6, 2016
Page 3

Attachment A. City of Oxnard Beacon Award Resolution

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING PARTICIPATION IN THE INSTITUTE FOR LOCAL
GOVERNMENT'S BEACON PROGRAM

WHEREAS, the City of Oxnard is undertaking policies, programs and activities to reduce greenhouse gas emissions and save energy; and

WHEREAS, these policies, programs and activities conserve natural resources, save energy and money, and promote sustainable land use and transportation planning in the community; and

WHEREAS, cities and counties statewide are leading by example by adopting innovative sustainability programs and policies, including working with community residents, business groups and others; and

WHEREAS, Southern California Edison, Southern California Gas Company and the Ventura County Regional Energy Alliance have created an energy efficiency "Partnership Program" and have designated the City as achieving Gold Tier Level Status in the Partnership Program as a result of the City's energy efficiency efforts to date; and

WHEREAS, the City of Oxnard wishes to expand these activities, share its experiences with other communities, and be recognized for its accomplishments; and

WHEREAS, the Beacon Program is a voluntary program of the Institute for Local Government, the non-profit research and education affiliate of the California State Association of Counties and the League of California Cities; and

WHEREAS, the Beacon Program recognizes and celebrates achievements of cities and counties that reduce greenhouse gas emissions and save energy; and

WHEREAS, participating in the Beacon Program is an opportunity for the City of Oxnard to be recognized for its efforts to promote sustainability, reduce greenhouse gas emissions and save energy.

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

1. That the City of Oxnard agrees to participate in the Beacon Program.
2. That the City of Oxnard will work towards achieving the Silver, Gold and/or Platinum Beacon Award levels.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this 6th day of September, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

**TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 1**

DATE: September 6, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Ashley Golden
Development Services Director

SUBJECT: Planning and Zoning Permit No. 16-300-02 (Vesting Tentative Subdivision Map for Tract No. 5974) Filed by David Webber, Retail Development Solutions for Property Owner Red Mountain Asset Fund III, LLC, 1234 E. 17Th St., Santa Ana, CA 92701. (5/15/5)

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

RECOMMENDATION:

That the City Council adopt a resolution approving Planning and Zoning Permit No. 16-300-02 (Vesting Tentative Subdivision Map For Tract No. 5974) to subdivide an improved 12.8-acre site containing a commercial shopping center at the northeast corner of S. Ventura Rd. and W. Channel Islands Blvd. into 8 separate parcels ranging from 0.82 to 2.47 acres.

BACKGROUND

On September 19, 1968, the Planning Commission adopted Resolution No. 2601, approving Planned Development Permit (PD) No. 75 for the construction of an approximately 118,900 square-foot Kmart shopping center. On January 5, 1984, the Planning Commission approved Resolution Nos. 6637 and 6638 for Special Use Permit No. 1084 and PD No. 408, respectively. Special Use Permit No. 1084 allowed for the construction of an approximately 2,901 square-foot Burger King restaurant with a drive thru, while PD No. 408 permitted the construction of an approximately 10,694 square-foot Furr's Cafeteria Restaurant. Furr's Cafeteria Restaurant was replaced with Fuji Buffet, the current tenant.

Planning and Zoning Permit No. 16-300-02 (Vesting Tentative Subdivision Map No. 5974)
 September 6, 2016
 Page 2

On November 4, 2015, the Planning Manager approved Minor Modification No. 15-140-30 allowing the exterior modification of the existing shopping center, which included a complete façade remodel, repaving of parking areas, installation of a new loading zone, curb cut, trash enclosures, and the establishment of an updated sign program. The renovated shopping center has been re-branded as the Port Place Shoppes. The shopping center is currently under construction for the above improvements and is expected to open before the end of the year.

At its meeting on July 21, 2016, the Planning Commission considered Planning and Zoning Permit No. 16-300-02 (Vesting Tentative Subdivision Map) and recommended 4:0 for City Council approval of the subject Vesting Subdivision Map (“Map”). The requested Map will subdivide the 12.8-acre site developed as a commercial shopping center into eight parcels ranging from 0.82 to 2.47 acres for financing purposes. Except for the installation of utility meters/connections, no development or physical changes are proposed with this permit.

STRATEGIC PRIORITIES

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

Goal 2. Enhance business development throughout the City.

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

FINANCIAL IMPACT

The Planning Manager’s approval of Minor Modification No. 15-140-30 allowed for the remodeling of the shopping center. The remodeling of the shopping center will result in increased property and sales tax revenue. However, the approval of the subject vesting tentative subdivision map has no financial impact to the City.

ATTACHMENTS:

Attachment A - CC Resolution

Attachment B - Reduction of Tentative Map 5974

Attachment C - Planning Commission Staff Report with Exhibits A through C

Planning and Zoning Permit No. 16-300-02 (Vesting Tentative Subdivision Map No. 5974)

September 6, 2016

Page 3

Attachment D - PC Resolution No. 2016-13

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING OF PLANNING AND ZONING PERMIT NO. 16-300-02 (VESTING TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5974), FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF SOUTH VENTURA ROAD AND WEST CHANNEL ISLANDS BOULEVARD. FILED BY DAVID WEBBER, RETAIL DEVELOPMENT SOLUTIONS FOR PROPERTY OWNER RED MOUNTAIN ASSET FUND III, LLC, 1234 EAST 17TH STREET, SANTA ANA, CA 92701.

WHEREAS, on March 10, 2016, David Webber of Retail Development Solutions, the (“**Applicant**”) submitted a request for approval of Vesting Tentative Subdivision Map for Tract No. 5974 to subdivide an improved 12.8 acre site containing a commercial shopping center at the northeast corner of S. Ventura Rd. and W. Channel Islands Blvd. into 8 separate parcels ranging from 0.82 to 2.47 acres (the “**Project**”); and

WHEREAS, on July 21, 2016, the Planning Commission of the City of Oxnard (“**Planning Commission**”) recommended approval for the Project in accordance with Section 15-40 of the Oxnard City Code; and

WHEREAS, on September 6, 2016, the City Council conducted a duly noticed public hearing and received all written and oral evidence in favor and in opposition to the Project, and considered the application for Planning and Zoning Permit No. 16-300-02 (Vesting Tentative Subdivision Map for Tract No. 5974); and

WHEREAS, Planning and Zoning Permit No. 16-300-02 (Vesting Tentative Subdivision Map for Tract No. 5974) was referred to various public utility companies, City departments and the Development Advisory Committee for recommendations.

WHEREAS, the City Council finds that the Vesting Tentative Subdivision Map complies with all requirements of the Subdivision Map Act and the Oxnard City Code; and

WHEREAS, the City Council finds that the Vesting Tentative Subdivision Map and the design and improvement of the proposed development are consistent with the General Plan and any applicable Specific Plan thereunder; and

WHEREAS, the City Council finds that the proposed site is suitable for the type and density of development requested and the development will not cause substantial environmental damage, serious public health problems or conflict with any public utility or service easements; and

Resolution No.

PZ 16-300-02 (Vesting Tentative Subdivision Map for Tract No. 5974)

Page 2

WHEREAS, the City Council has determined that the proposed Vesting Tentative Subdivision Map will not have a significant impact on the environment and is exempt from CEQA pursuant to Section 15601(b)(3) and 15303(d) of the State CEQA Guidelines for the reasons set forth in Section 5 of the Planning Commission Staff Report.

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

Planning & Zoning Permit No. 16-300-02 (Vesting Tentative Subdivision Map for Tract No. 5974) is hereby approved, subject to the conditions set forth in Planning Commission Resolution No. 2016-13.

PASSED AND ADOPTED this 6th day of September, 2016, by the following vote:

AYES:

NOES:

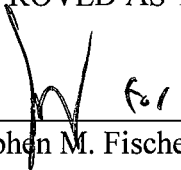
ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

SURVEY NOTES

BENCHMARK:
THE LOCAL BENCHMARK FOR THIS PROJECT IS POINT 403 "100-13 1968" AS LISTED HAVING AN ELEVATION OF 25.364' (U.S. SURVEY FEET).

THE VERTICAL DATUM AND PROJECT BENCHMARK FOR THIS SURVEY IS NAVD'29 HOLDING ON A PUBLISHED ELEVATION OF 25.364' AS DETERMINED BY THE VENTURA COUNTY PUBLIC WORKS (U.S. SURVEY FEET).

BASIS OF BEARING:
THE BASIS OF BEARINGS FOR THIS PROJECT IS THE FOUND MONUMENTS ALONG THE BOUNDARY LINE HAVING A CALCULATED BEARING OF SOUTH 89°59'52" EAST BETWEEN MONUMENTS DEPICTED AS POINTS 404 AND 410.

ORIGIN OF SURVEY INFORMATION:
THE TOPOGRAPHIC INFORMATION SHOWN IN THESE DRAWINGS AND USED TO DESIGN THE INFORMATION SHOWN ON THESE DRAWINGS IS A COMBINATION OF SURVEYS PERFORMED AND PREPARED BY GROMATICI LAND SURVEYING ON DECEMBER 7TH, 2015 AND ADVANCED LAND SOLUTIONS ON JANUARY 10TH, 2010. IF DISCREPANCIES ARE ENCOUNTERED DURING CONSTRUCTION THE SURVEYOR AND CONTRACTOR WILL NOTIFY THE ENGINEER OF RECORD IMMEDIATELY AND PRIOR TO CONTINUING CONSTRUCTION.

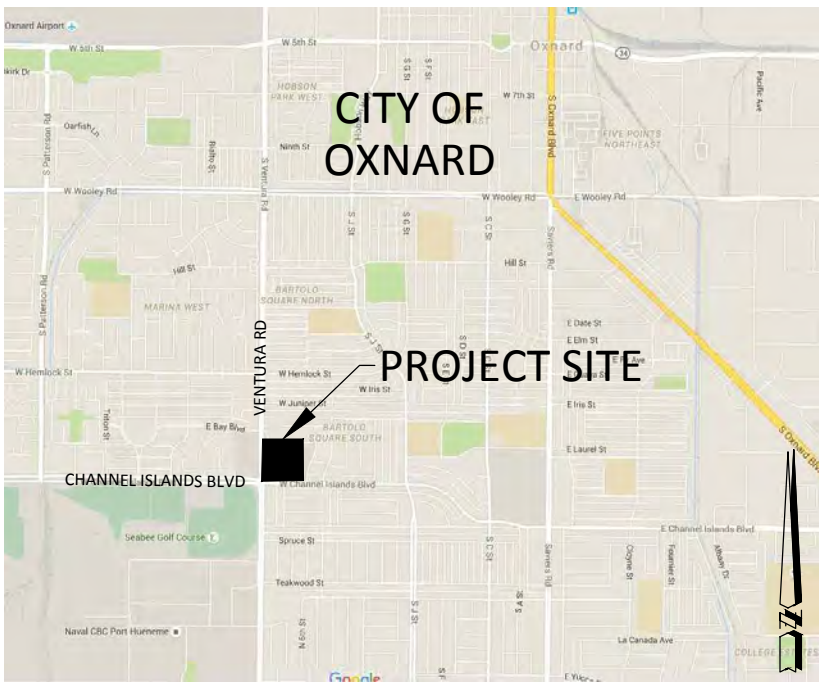
PROJECT INFORMATION

PROJECT OWNER/DEVELOPER: RED MOUNTAIN RETAIL GROUP
1234 EAST 17TH STREET
SANTA ANA, CA 92701

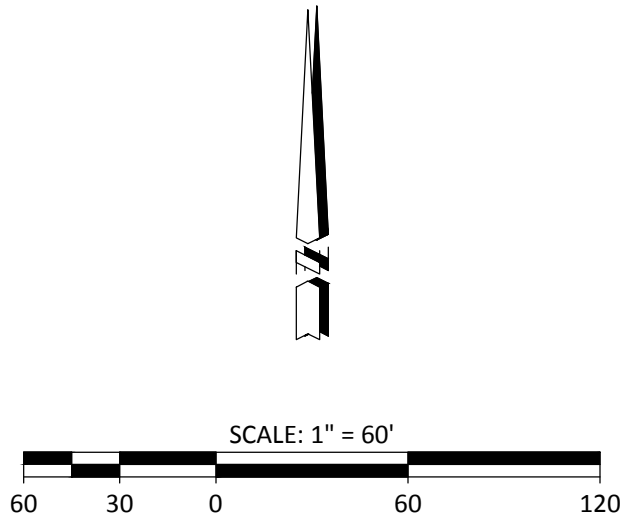
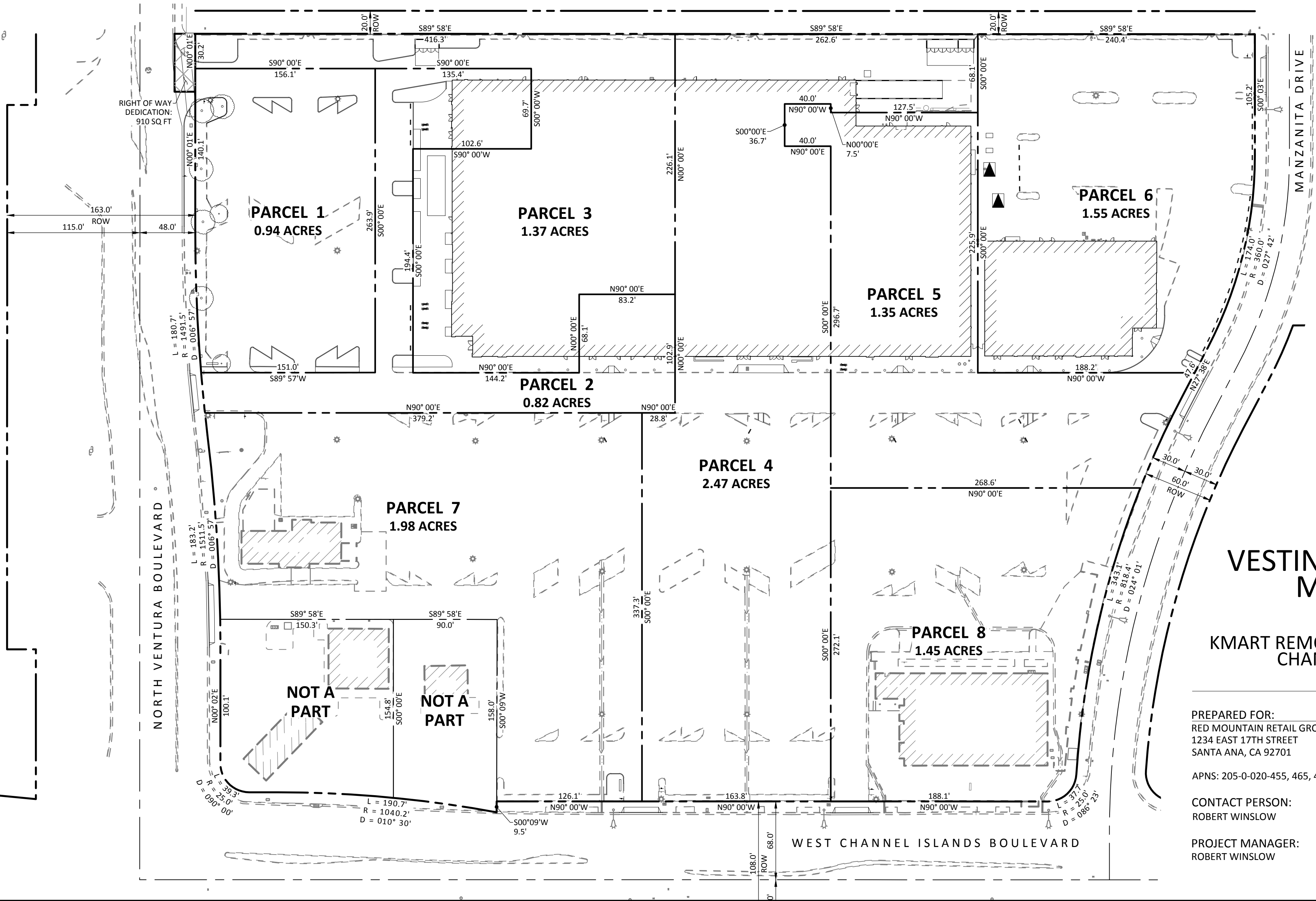
EXISTING LAND USE:
THE EXISTING SITE IS APPROXIMATELY 12.8 ACRES. THE SITE IS AN OLD K MART SHOPPING CENTER.

PROPOSED LAND USE:
THE PROPOSED USE IS INDIVIDUAL SHOPS AND RETAIL SPACES.

ZONING CLASSIFICATION:
THE EXISTING PROPERTY IS ZONED C2PD (GENERAL COMMERCIAL PLANNED DEVELOPMENT).



VICINITY MAP
NOT TO SCALE



VESTING TENTATIVE TRACT
MAP OX TR 5974

KMART REMODEL - NEC OF VENTURA ROAD AND
CHANNEL ISLANDS BOULEVARD
OXNARD, CALIFORNIA 93035

PREPARED FOR:
RED MOUNTAIN RETAIL GROUP
1234 EAST 17TH STREET
SANTA ANA, CA 92701

APNS: 205-0-020-455, 465, 475

CONTACT PERSON:
ROBERT WINSLOW

PROJECT MANAGER:
ROBERT WINSLOW

PREPARED BY:

CIVIL DESIGN STUDIO

CIVIL ENGINEERING | PLANNING | PERMITTING

P.O. Box 199 | Cambria | Ca 93428
805.706.0401 | www.civil-studio.com

PREPARED 5/26/2016 SHEET 1 OF 1



PLANNING COMMISSION STAFF REPORT

TO: Planning Commission

FROM: Vincent Acuna, Assistant Planner

DATE: July 21, 2016

SUBJECT: Planning and Zoning Permit No. 16-300-02, (Vesting Tentative Subdivision Map No. 5974); Located at the northeast corner of S. Ventura Road and W. Channel Islands Boulevard (formerly known as the Kmart center)

- 1) **Recommendation:** That the Planning Commission adopt a resolution recommending that the City Council approve Planning & Zoning Permit No. 16-300-02 for a vesting tentative subdivision map, subject to certain findings and conditions.
- 2) **Project Description and Applicant:** A request to subdivide a 12.8-acre site developed as a commercial shopping center at the northeast corner of S. Ventura Rd. and W. Channel Islands Blvd. into 8 separate parcels ranging from 0.82 to 2.47 acres. No physical change except for the installation of utility meters/connections is proposed. For the purposes of this Staff Report, the foregoing project description shall be referred to as the **"Project."** Filed by David Webber, Retail Development Solutions for property owner Red Mountain Asset Fund III, LLC, 1234 E. 17th St., Santa Ana, CA 92701.
- 3) **Existing & Surrounding Land Uses:** The Port Place Shoppes is a multi-tenant commercial shopping center (previously anchored by Kmart), located at the northeast corner of S. Ventura Rd. and W. Channel Islands Blvd. The center has been largely vacant since 2008. The property is currently undergoing an extensive renovation in preparation for new tenants.

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
Project Site	General Commercial Planned Development with All-Affordable Housing Opportunity Program additive (C-2-PD +AAHOP)	Commercial Community (CCM)	Port Place Shoppes
North	Multiple Family Residential - Planned Development (R-2-PD)	Residential Medium (RM)	Condominiums

PZ 16-300-02, Port Place Shoppes, Vesting TSM for Tract No.5974
 Planning Commission Date: July 21, 2016
 Page 2

LOCATION	ZONING	GENERAL PLAN	EXISTING LAND USE
South	Single Family Residential (R-1)	Residential Low (RL)	Single Family Residences
East	Port Hueneme	Port Hueneme	Hueneme Bay Shopping Center
West	(R-2-PD)	(RM)	Condominiums

- 4) Background:** On September 19, 1968, the Planning Commission adopted Resolution No. 2601, approving Planned Development Permit (PD) No. 75 for the construction of an approximately 118,900 square-foot Kmart shopping center. On January 5, 1984, the Planning Commission approved Resolution Nos. 6637 and 6638 for Special Use Permit No. U-1084 and PD No. 408, respectively. Special Use Permit No. U-1084 allowed for the construction of an approximately 2,901 square-foot Burger King restaurant with a drive thru, while PD No. 408 permitted the construction of an approximately 10,694 square-foot Furr's Cafeteria Restaurant. Furr's Cafeteria Restaurant was replaced with Fuji Buffet, which is now operating in the building.

On November 4, 2015, the Planning Manager approved Minor Modification No. 15-140-30 allowing the exterior modification of the existing shopping center, which included a complete façade remodel, repaving of parking areas, installation of a new loading zone, curb cut, trash enclosures, and the establishment of an updated sign program. The renovated shopping center has been re-branded as the Port Place Shoppes.

- 5) Environmental Determination:** The project is exempt under Section 15061(b)(3) of the California Environmental Quality Act (CEQA), a section which exempts projects from CEQA review "where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." Since the project proposes to subdivide an existing shopping center for ownership/financing purposes, and no development is being proposed (except for the installation of minor new utility lines and meters to allow the subdivision, which environmental impact is insignificant), there is no possibility that the project will have a significant effect on the environment. This is particularly so because it is speculative what, if any, future development would occur within the shopping center, and it is similarly speculative whether any such development is more likely as a result of the subdivision. In any event, future development of any significance would require a separate discretionary permit and CEQA analysis at that time, so any such speculative impacts should not be analyzed currently.

The project is also exempt under 15303(d) because the only reasonably foreseeable environmental impact is from the installation of new utility lines and meters which are required as part of the subdivision. Section 15303(d) of the CEQA Guidelines categorically

PZ 16-300-02, Port Place Shoppes, Vesting TSM for Tract No.5974
 Planning Commission Date: July 21, 2016
 Page 3

exempts from CEQA review “water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction”.

6) Analysis:

a) General Discussion

The Port Place Shoppes is comprised of one 118,900 square-foot “main” building, containing anchor tenant spaces and in-line shops, a 2,901 square-foot pad Burger King drive-thru, and a 10,694 square-foot, multi-tenant pad building. The Project proposes to subdivide the existing 12.8-acre site containing the shopping center into 8 smaller parcels (see attached plans) through a vesting tentative subdivision map. Vesting tentative maps are similar to tentative maps except that the approval confers a vested right to proceed with development in substantial compliance with the ordinances, policies, and standards in effect at the time the vesting tentative map is approved or conditionally approved. The subdivision will not result in any physical change on-site, except for the installation of utility connections/meters. A brief description of each parcel can be found on the following table:

Parcel	Acreage	No. of Parking Spaces	Description
1	0.94	98	Rectangular-shaped parcel towards the northwesterly corner of the site, with no structures.
2	0.82	21	Irregularly-shaped parcel containing in-line shops facing N. Ventura Rd. and the parking lot along W. Channel Islands Blvd.
3	1.347	13	Irregularly-shaped parcel towards the interior of the site, containing an anchor tenant space.
4	2.47	157	Irregularly-shaped parcel spanning from the north to the south property line of the site, containing an anchor tenant space.
5	1.35	43	An L-shaped parcel containing an anchor tenant space.
6	1.55	92	Irregularly-shaped parcel containing in-line shops which face W Channel Islands Blvd and the rear parking area.
7	1.98	140	An L-shaped parcel towards the southwesterly corner of the shopping center, containing a fast-food drive-thru restaurant (Burger King) and adjacent parking area.
8	1.45	60	An irregularly-shaped parcel located towards the southeasterly corner of the shopping center, containing a multi-tenant pad building and adjacent parking area.

PZ 16-300-02, Port Place Shoppes, Vesting TSM for Tract No.5974
 Planning Commission Date: July 21, 2016
 Page 4

b) Parking, Access, Utilities, and Subdivision Map Act Compliance:

Parking for the shopping center will be shared between all 8 parcels. The Project is conditioned to record Covenants, Conditions & Restrictions (CC&Rs), or a similar document to provide for reciprocal vehicular access, parking, pedestrian access, cross lot drainage, refuse service, and cross lot utility easements/rights for the proposed lots. The CC&Rs shall be recorded at the same time as the final map. Additionally, each lot is conditioned to provide an independent water meter in accordance with Oxnard City Code. The Project is designed to comply, or has conditions of approval included requiring compliance, with all applicable provisions of Chapter 15 of the City Code as well as the State Subdivision Map Act.

c) General Plan and Zoning Consistency: The 2030 General Plan designation of the existing shopping center is Commercial Community (CCM). Commercial Community areas are characterized by commercial developments anchored by one or two retailers, located at the intersections of major arterials. The project to subdivide the shopping center site to multiple parcels will not affect the General Plan consistency of the existing development. The underlying zoning designation is General Commercial – Planned Development, with an All-Affordable Housing Opportunity Program additive (C2-PD + AAHOP), which is consistent with the Commercial Community General Plan designation. The Project will not create any violations in terms of setbacks, lot size, or any other applicable standards of the C2-PD +AAHOP zoning designation.

7) Development Advisory Committee (DAC): The proposed vesting tentative subdivision map was routed to the DAC for review. The recommendations of the DAC are incorporated as conditions of approval.

8) Appeal Procedure: The Planning Commission's action is a recommendation and the matter will be considered by the City Council at a later date.

Attachments:

- A. Maps (Vicinity, General Plan, Zoning)
- B. Project Plans
- C. Notice of Exemption
- D. Resolutions

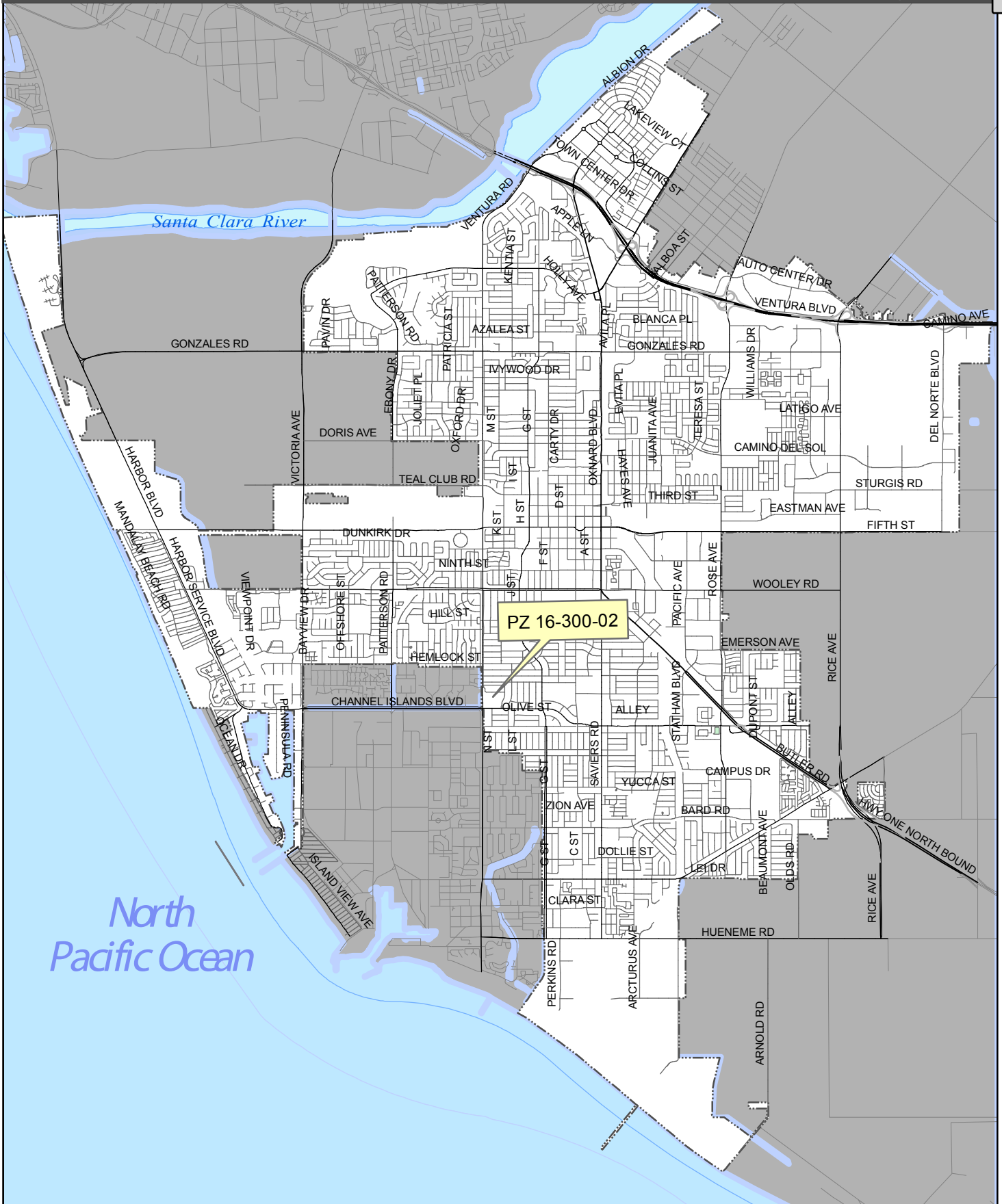
Prepared by: _____
 AV

Approved by: _____
 AG

**ATTACHMENT
A

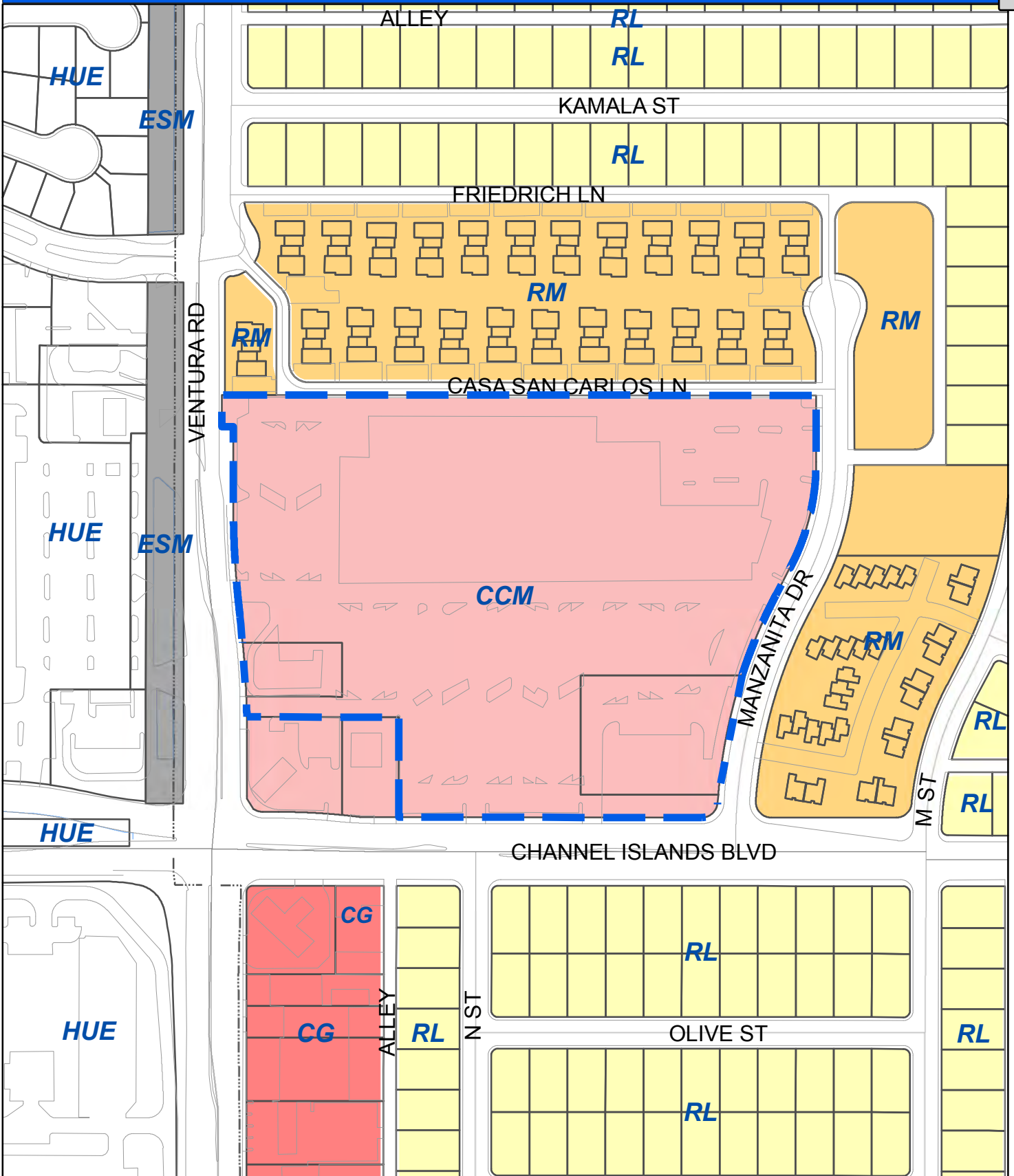
MAPS
(VICINITY, ZONING, GENERAL PLAN MAP)**





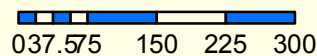
2030 General Plan Land Use Map

L.1.0



Oxnard Planning
June 6, 2016

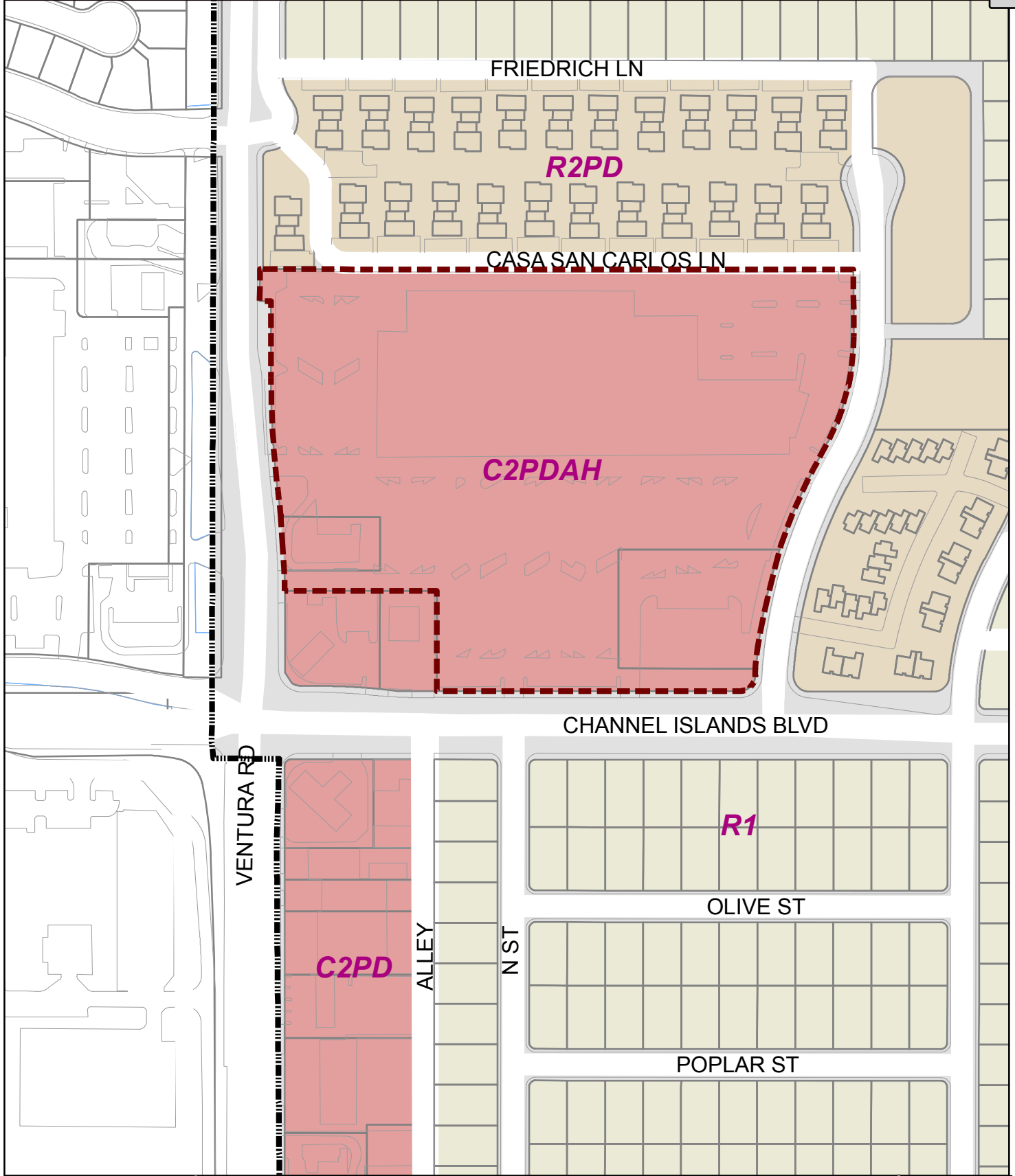
PZ 16-300-02
Location: NEC Ventura & Channel
Islands Bl.



2030 General Plan Land Use Map



1:2,500



**ATTACHMENT
B
REDUCED PROJECT PLANS**

ATTACHMENT C

NOTICE OF EXEMPTION

OXNARD PLANNING DIVISION
214 SOUTH C STREET
OXNARD, CALIFORNIA 93030



NOTICE OF EXEMPTION

Project Description:

PLANNING AND ZONING PERMIT NO. 16-300-02 (Vesting Tentative Subdivision Map)

A request to subdivide a 12.8-acre site developed as a commercial shopping center into 8 separate parcels ranging from 0.82 to 2.47 acres. No physical change except for the installation of utility meters/connections is proposed.

Finding:

The Planning Division of the Development Services Department of the City of Oxnard has reviewed the above proposed project and found it to be exempt from the provisions of the California Environmental Quality Act (CEQA).

- ☐ Ministerial Project
- ☒ Categorical Exemption
- ☐ Statutory Exemption
- ☐ Emergency Project
- ☐ Quick Disapproval [CEQA Guidelines, 14 Cal. Code of Regs. 15270]
- ☐ No Possibility of Significant Effect [CEQA Guidelines, 14 Cal. Code of Regs. 15061(b)(3)]

Supporting Reasons:

Section 15061(b)(3) of the California Environmental Quality Act (CEQA) exempts projects from CEQA review “where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” Since the project proposes to subdivide an existing shopping center for ownership/financing purposes, and no development is being proposed (except for the installation of minor new utility lines and meters to allow the subdivision, which environmental impact is insignificant), there is no possibility that the project will have a significant effect on the environment. This is particularly so because it is speculative what, if any, future development would occur within the shopping center, and it is similarly speculative whether any such development is more likely as a result of the subdivision. Future development of any significance would require a separate discretionary permit and CEQA analysis at that time, so any such speculative impacts should not be analyzed currently.

The project is also exempt under 15303(d) because the only reasonably foreseeable environmental impact is from the installation of new utility lines and meters which are required as part of the subdivision. Section 15303(d) of the CEQA Guidelines categorically exempts from CEQA review “water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction”.

(Date)

Ashley Golden
Development Services Director

RESOLUTION NO. 2016 – 13

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION APPROVING PLANNING AND ZONING PERMIT NO. 16-300-02 (VESTING TENTATIVE SUBDIVISION MAP FOR TRACT NO. 5974), FOR PROPERTY LOCATED AT THE NORTHEAST CORNER OF SOUTH VENTURA ROAD AND WEST CHANNEL ISLANDS BOULEVARD. FILED BY DAVID WEBBER, RETAIL DEVELOPMENT SOLUTIONS FOR PROPERTY OWNER RED MOUNTAIN ASSET FUND III, LLC, 1234 EAST 17TH STREET, SANTA ANA, CA 92701.

WHEREAS, on March 10, 2016, David Webber, Retail Development Solutions for property owner Red Mountain Asset Fund III, LLC (the “**Applicant**” and/or “**Permittee**”) submitted a request to subdivide an improved 12.8 acre site containing a commercial shopping center at the northeast corner of S. Ventura Rd. and W Channel Islands Blvd. into 8 separate parcels ranging from 0.82 to 2.47 acres; and

WHEREAS, on July 21, 2016, the Planning Commission of the City of Oxnard (“**Planning Commission**”) conducted a duly noticed public hearing to consider Applicant’s request to approve Planning and Zoning Permit No. 16-300-02 (Vesting Tentative Subdivision Map) to subdivide a 12.8-acre site developed as a commercial shopping center at the northeast corner of S. Ventura Rd. and W. Channel Islands Blvd. into 8 separate parcels ranging from 0.82 to 2.47 acres (the “**Project**”); and

WHEREAS, said vesting tentative map was referred to public utility companies and City departments for review and recommendations; and

WHEREAS, the Planning Commission finds the vesting tentative map conforms to the City's 2030 General Plan and elements thereof; and

WHEREAS, the Planning Commission finds that the proposed vesting tentative subdivision map (Project) will not have a significant impact on the environment and is exempt from CEQA pursuant to Section 15601(b)(3) and 15303(d) of the State CEQA Guidelines for the reasons set forth in Section 5 of the Planning Commission Staff Report; and

WHEREAS, the Planning Commission finds that the applicant agrees with the necessity of and accepts all elements, requirements, and conditions of this resolution as being a reasonable manner of preserving, protecting, providing for, and fostering the health, safety, and welfare of the citizenry in general and the persons who work, visit or live in this subdivision in particular.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard hereby recommends to the City Council the approval of Vesting Tentative Subdivision Map No. 5974, subject to the following conditions:

STANDARD CONDITIONS OF APPROVAL FOR LAND USE PERMITS

Note: The abbreviations below identify the City department or division responsible for determining compliance with these standard conditions. The first department or division listed has responsibility for compliance at plan check, the second during inspection and the third at final inspection, prior to issuance of a certificate of occupancy, or at a later date, as specified in the condition. If more than one department or division is listed, the first will check the plans or inspect the project before the second confirms compliance with the condition. The italicized code at the end of each condition provides internal information on the source of each condition: Some are standard permit conditions (e.g. *G-1*) while some are taken from environmental documents (e.g. *MND-S2*).

DEPARTMENTS AND DIVISIONS			
CA	City Attorney	PL	Planning Division
DS	Dev Services/Eng Dev/Inspectors	TR	Traffic Division
PD	Police Department	B	Building Plan Checker
SC	Source Control	FD	Fire Department
PK	Landscape Design	CE	Code Compliance

GENERAL PROJECT CONDITIONS

1. This permit is granted for the property described in the application on file with the Planning Division, and may not be transferred from one property to another. (PL, *G-1*).
2. This permit is granted for the plans dated July 21, 2016 (“the plans”) on file with the Planning Division. The project shall conform to the plans, except as otherwise specified in these conditions, or unless a minor modification to the plans is approved by the Planning and Environmental Services Manager (“Planning Manager”) or a major modification to the plans is approved by the Planning Commission. A minor modification may be granted for minimal changes or increases in the extent of use or size of structures or of the design, materials or colors of structures or masonry walls. A major modification shall be required for substantial changes or increases in such items. (PL, *G-2*)
3. By commencing any activity related to the project or using any structure authorized by this permit, Developer accepts all of the conditions and obligations imposed by this permit and waives any challenge to the validity of the conditions and obligations stated therein. (CA, *G-5*)
4. Any covenants, conditions, and restrictions (CC&Rs) applicable to the project property shall be consistent with the terms of this permit and the City Code. If there is a conflict between the CC&Rs and the City Code or this permit, the City Code or this permit shall prevail. (CA, *G-7*)

5. Developer shall complete the "Notice of Land Use Restrictions and Conditions" form, using the form provided by the City, for recording with the Ventura County Recorder. Before the City issues building permits, Developer shall submit the original completed, signed and notarized document, together with the required fees to the Planning Manager. (PL, G-8)
6. Developer shall provide off-street parking for the project, including the number of spaces, stall size, paving, striping, location, and access, as required by the City Code. (PL/B, G-9)
7. Before placing or constructing any signs on the project property, Developer shall obtain a sign permit from the City. Except as provided in the sign permit, Developer may not change any signs on the project property. (PL/B, G-10)
8. Developer shall obtain a building permit for any new construction or modifications to structures, including interior modifications, authorized by this permit. (B, G-11)
9. Developer shall not permit any combustible refuse or other flammable materials to be burned on the project property. (FD, G-12)
10. Developer shall not permit any materials classified as flammable, combustible, radioactive, carcinogenic or otherwise potentially hazardous to human health to be handled, stored or used on the project property, except as provided in a permit issued by the Fire Chief. (FD, G-13)
11. If Developer, owner or tenant fails to comply with any of the conditions of this permit, the Developer, owner or tenant shall be subject to a civil fine pursuant to the City Code. (CA, G-14)
12. Prior to issuance of building permits, Developer shall correct all violations of the City Code existing on the project property for which the Code Compliance Division has open cases. (PL, G-15).

PLANNING SPECIAL CONDITIONS

13. An approved vesting tentative map shall expire thirty-six (36) months after its approval, unless an extension is applied for and approved by the Planning Commission pursuant to Section 15-46 of the City Code. (PL)

DEVELOPMENT SERVICES STANDARD CONDITIONS

14. Developer agrees, as a condition of approval of this resolution, to indemnify, defend and hold harmless, at Developer's expense, City and its agents, officers and employees from and against any claim, action or proceeding commenced within the time period provided for in Government Code Section 66499.37, to attack, review, set aside, void or annul the approval of this resolution or to determine the reasonableness, legality or validity of any condition attached

thereto. City shall promptly notify Developer of any such claim, action or proceeding of which City receives notice, and City will cooperate fully with Developer in the defense thereof. Developer shall reimburse City for any court costs and attorney's fees that City may be required to pay as a result of any such claim, action or proceeding. City may, in its sole discretion, participate in the defense of any such claim, action or proceeding, but such participation shall not relieve Developer of the obligations of this condition. Developer's acceptance of this resolution or commencement of construction or operations under this resolution shall be deemed to be acceptance of all conditions thereof. (DS-18)

15. Prior to approval of the final map, Developer shall provide the City Engineer with written evidence from the Ventura County Clerk's Office that Developer has executed and filed with the Clerk all certificates, statements and securities required by Government Code Sections 66492 and 66493. (DS-26)
16. Developer shall dedicate to the City all water rights for the project property by title sheet dedication on the final map or parcel map. (DS-39)
17. Prior to release of the final map for recordation, Developer shall post security satisfactory to the City Attorney guaranteeing that all survey monuments will be set as required by the Government Code and the City Code. (DS-57)

DEVELOPMENT SERVICES SPECIAL CONDITIONS

18. Prior to recordation of the final map, Developer shall provide a written evaluation to determine if the proposed property lines create, modify, or intensify any violations of the California Building Code or City Code. The evaluation shall be prepared by a California Registered Architect (or other approved licensed professional) and shall be submitted prior to, or concurrent with, submittal of the initial final map submittal. Prior to recordation of the final map, Developer shall prepare plans, obtain permits, and construct all mitigations determined necessary to comply with applicable codes. No final map shall be recorded if it creates or intensifies any code violations. (DS)
19. Prior to recordation of the final map, Developer shall provide draft CC&Rs (or a similar document) indicating proposed reciprocal vehicular access, parking, pedestrian access, cross lot drainage, refuse service, site maintenance, and cross lot utility easements/rights for the multiple proposed lots. The CC&Rs shall be subject to review and approval by the Development Services Director. Developer shall record the CC&Rs concurrent with recordation of the final map and shall provide a recorded copy to the City within 14 days of recordation. (DS)
20. Developer shall provide evidence that each lot of this subdivision is provided with an independent water meter in accordance with Oxnard City Code. (DS)

Resolution No. 2016-
 PZ 16-300-02 (MAPS)
 Port Place Shoppes Tentative Vesting Map
 July 21, 2016

21. Final map shall effectuate the vacation of City owned utility easements that are determined by the Development Services Director to no longer be required due to utility line relocations or abandonments to the extent allowed under section 66434(g) of the Subdivision Map Act. (DS)

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 21st day of July 2016.



Stephen Huber, Chair

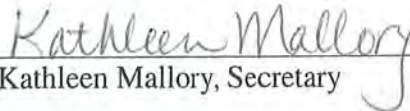
I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held on the 21st day of July, 2016, and carried by the following vote:

AYES: Commissioner(s): Nash, Okada, Huber, Dozier

NOES: Commissioner(s):

ABSENT: Commissioner(s): Stewart, Frank, Mullin

ABSTAIN: Commissioner(s):



Kathleen Mallory, Secretary



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: September 6, 2016

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Smoking Ordinance

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

RECOMMENDATION:

That City Council approve the first reading by title only and subsequent adoption of an ordinance regulating smoking. (5/20/10)

BACKGROUND

The City Council held an initial study session on potential smoking regulations in October of last year. After that session staff met with involved community advisory groups for further outreach and public input. The INCO, PRCS and other members of the public have provided input on potential smoking regulations. While the community meetings gathered general opinions regarding smoking issues, the discussions did not reach the detail needed for ordinance drafting.

In May the issue of smoking regulations was brought back to the City Council through a second study session. That session presented a selection of regulatory choices reflecting comments received at City Council and community meetings. The City Council directed that further public input be invited and that an ordinance reflecting "option 1" be brought back for approval. The May 10 agenda report may be found in Attachment B.

An ordinance consistent with that direction is now before you. Under the proposed ordinance smoking (including vaping) is prohibited in/at:

- Dining areas (including outdoor restaurant patios)
- Public events (farmers markets, festivals, parades, etc.)

- Recreational areas (parks, beaches, trails, etc.)
- Service areas (ATM lines, bus stops, kiosks, etc.)
- A reasonable distance (25 feet) from any area where smoking is prohibited
- Inside all facilities owned, leased or controlled by the City

The regulations of the proposed ordinance have been distributed to various interested groups and their input at tonight's meeting has been invited and encouraged. The ordinance is drafted to take effect 90 days after final passage to allow for further public outreach and education regarding the new smoking regulations.

As has been discussed previously, this ordinance would give the City of Oxnard the highest American Lung Association score in Ventura County. The City would have an A grade in the categories of "SmokeFree Outdoor Air" and "Reducing Sales of Tobacco Products" and an overall grade of B.

STRATEGIC PRIORITIES

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

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

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

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

It is not anticipated that additional resources would be dedicated to enforcement. The estimated general fund cost for signs at City parks is between \$5,250 and \$9,000.

Ordinance Regulating Smoking
September 6, 2016
Page 3

ATTACHMENTS:

Attachment A - Smoking Ordinance

Attachment B - May 10 Study Session Agenda Report

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE
XVII TO CHAPTER 7 OF THE CITY CODE PERTAINING TO SMOKING
REGULATIONS

.....

WHEREAS, reliable studies have shown that breathing secondhand smoke is a significant health hazard for all population groups; and

WHEREAS, health hazards induced by breathing secondhand smoke include lung cancer, respiratory infection, decreased exercise tolerance, decreased respiratory function, bronchoconstriction and bronchospasm; and

WHEREAS, smoking is a positive danger to health and a cause of material annoyance, inconvenience, discomfort and health hazard to those who are present in areas exposed to secondhand smoke; and

WHEREAS, smoking is a potential cause of fires, and cigarette butts and other waste are a major source of trash in parks, on beaches, and other public areas; and

WHEREAS, in 2012, American poison control centers received nearly 8,648 reports of poisoning by the ingestion of cigarettes, cigarette butts, and other tobacco products and 84.5% of these poisonings were in children age 5 and younger; and

WHEREAS, in 2011, 22.6% of all debris collected from beaches and coastal areas were smoking related products; and

WHEREAS, cigarette filters, made of plastic cellulose acetate, can take up to several years to degrade; and

WHEREAS, discarded cigarette butts have been found to adversely impact the health of both pets and wildlife; and

WHEREAS, laws restricting electronic smoking devices use benefit the health and welfare of the public; and

WHEREAS, studies on electronic smoking devices' vapor emissions and cartridge contents have found a number of dangerous substances; and

WHEREAS, the State of California's Tobacco Education and Research Oversight Committee (TEROC) "opposes the use of e-cigarettes in all areas where other tobacco products are banned"; and

Ordinance No. _____

Page 2 of 5

WHEREAS, electronic smoking devices often mimic conventional tobacco products in shape, size, and color, with the user exhaling a smoke-like vapor similar in appearance to the exhaled smoke from cigarettes and other conventional tobacco products; and

WHEREAS, the use of electronic smoking devices in smokefree locations threatens to undermine compliance with smoking regulations and reverse the progress that has been made in establishing a social norm that smoking is not permitted in public places and places of employment.

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

Part 1. Article XVII is hereby added to Chapter 7 of the Oxnard City Code to read as follows:

“ARTICLE XVII. REGULATION OF SMOKING

SEC. 7-290. DEFINITIONS.

The following words, phrases and terms, as used in this article, shall be construed as defined in this section:

(A) **DINING AREA** - Any area, including streets and sidewalks, that is available to or customarily used by the general public or an employee, and that is designed, established, or regularly used, for consuming food or drink.

(B) **ELECTRONIC SMOKING DEVICE** - An electronic or battery-operated device that delivers vapors of nicotine and/or other substances for inhalation. This term includes every variation and type of such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, a vapor cigarette or any other similar product. This term does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment or prevention of diseases.

(C) **PUBLIC EVENT** – Any event open to the general public regardless of any fee or age requirements, including but not limited to farmers’ markets, parades, fairs or festivals.

(D) **REASONABLE DISTANCE** - A distance of twenty-five (25) feet in any direction from an area in which smoking is prohibited.

(E) **RECREATIONAL AREA** - Any area that is publicly or privately owned, and open to the general public for recreational purposes regardless of any fee requirement, including but not limited to, parks, beaches, picnic areas, gardens, swimming pools, walking paths, skateboard parks and playgrounds.

Ordinance No. _____

Page 3 of 5

(F) **SERVICE AREA** - Any publicly or privately owned area, including streets and sidewalks, designed to be used or regularly used by one or more persons to receive a service, wait to receive a service, or to make a transaction, whether or not such service or transaction includes the exchange of money. The term "Service Area" includes but is not limited to areas including or adjacent to information kiosks, automatic teller machines (ATMs), ticket lines, bus stops or shelters, mobile vendor lines, or cab stands.

(G) **SMOKING** - The carrying, inhaling, or emitting the fumes or vapors of a lighted or activated pipe, cigar, cigarette, electronic smoking device, or any other lighted or activated smoking product or equipment used to burn any tobacco product, weed, plant, or other combustible substance in any manner or in any form. Smoking does not mean the combustion of material solely for olfactory purposes such as, for example, smoke from incense, that does not contain any tobacco or nicotine, or the emissions from a product specifically approved by the United State Food and Drug Administration for use in mitigating or preventing disease.

SEC. 7-291. SMOKING REGULATIONS.

(A) Smoking shall be prohibited at the following locations in the city:

(1) Dining Areas;

(2) Public Events;

(3) Recreational Areas;

(4) Service Areas;

(5) Inside all facilities owned, leased or controlled by the city;

(6) Within a Reasonable Distance (25 feet) from an area where smoking is prohibited including any doorway, window, opening, or vent into an enclosed area in which smoking is prohibited, except while actively passing on the way to another destination.

SEC. 7-292. OTHER RESTRICTIONS.

(A) No person shall dispose of any cigarette, cigar or tobacco or electronic smoking device or any part of a cigarette or cigar or electronic smoking device except in a designated waste disposal container.

(B) Notwithstanding any other provision of this article, any owner, operator, manager, or other person who controls any establishment or facility may declare that entire establishment or facility as a nonsmoking establishment, whether enclosed or not.

(C) This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

Ordinance No. _____

Page 4 of 5

SEC. 7-293. POSTING OF SIGNS.

(A) Any owner, operator, manager, or other person who controls an area in which Smoking is prohibited by this article shall post a clear and conspicuous “No Smoking” or “Smokefree” sign at each point of ingress to the area, and in at least one other conspicuous point within the area. The signs shall have letters of no less than one inch in height and shall include the international “No Smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it). The City Manager shall be responsible for administration of facilities owned or leased by the city.

(B) The presence or absence of signs shall not be a defense to a charge of violation of any provision of this article.

SEC. 7-294. VIOLATIONS.

(A) A violation of this article is designated an infraction and may be enforced according to the provisions of section 1.10 of the city code.

(B) A violation of any section of this article and any use or condition caused, or permitted to exist, in violation of any provision of this article shall be, and hereby is declared to be, a public nuisance.

(C) Punishment under this section shall not preclude punishment pursuant to Health and Safety Code Section 13002, Penal Code Section 374.4, or any other law proscribing the act of littering.”

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

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

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

Part 5. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post

Ordinance No. _____

Page 5 of 5

a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on _____, 2016, and finally adopted on _____, 2016, to become effective ninety days thereafter.

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

 CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: AGENDA ITEM NO.: <u>1</u>
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DATE: May 10, 2016

TO: City Council

FROM: Stephen Fischer, City Attorney

SUBJECT: Smoking Study Session

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

RECOMMENDATION:

That City Council hold a study session regarding a potential smoking ordinance and provide direction to staff.

BACKGROUND

The City Council first held a study session in October on potential smoking regulations. After that session at Council direction staff held further sessions with certain community advisory groups for further public outreach. In December the INCO and other members of the public gave their input on smoking regulations. Although there was no consensus, the majority opinion was that smoking regulations should apply to public recreation areas, especially city parks. The majority of the comments at that meeting did not support restrictions on private property, such as restaurant patios.

In January an ordinance reflecting this community input was brought back before the Council. The proposed ordinance prohibited smoking in recreational areas of the city and smoking regulations of private property was left up to property owners. Some members of the City Council and members of the public at the meeting voiced a desire for stronger restrictions and for the city to “get an A” (referring to the annual grades issued by the American Lung Association). Ultimately the Council asked staff to get further input from the Parks, Recreation and Community Services Commission (PRCS).

The City Attorney’s office met with the PRCS at the end of January. Comments from PRCS members and the public in attendance included the desire to include e-cigarettes in regulations

and prohibiting smoking in public gathering areas. However, the PRCS did not want to make recommendations for areas beyond what they viewed as their traditional mandate of parks and recreation. The PRCS did approve of the proposed ban on smoking in recreational areas previously submitted to the City Council.

The community meetings have gathered general opinions on the issue of smoking but have not reached the level of detail needed to draft specific ordinance language. In light of this, the City Attorney's office is presenting a smoking ordinance "menu" of choices that reflect the comments received from these meetings and tie in with the grading system of the American Lung Association (ALA) that Councilmembers have brought up in prior meetings. These à la carte options are explained below and detailed in Attachment A.

Option 1 is similar to the January ordinance but adds additional restrictions. Under this option, smoking (include e-cigarettes) is prohibited in dining areas (including outdoor restaurant patios), at public events, in recreational areas, service areas (such as ATM lines and bus stops) and within a reasonable distance (25 feet) of any area where smoking is prohibited.

Option 1 would give the City the highest ALA score in Ventura County, but it would calculate out as an overall grade of B. It should be noted that only about 3.5% of California's 482 incorporated cities have an A grade and the current highest grade in Ventura County is Camarillo with a grade of C. Further materials related to local grading methodology and ALA scoring may be found in Attachment B.

The City could combine option 1 with option 2, which would add additional prohibitions on smoking in common areas of multi-unit dwellings. This would restrict smoking in the common areas of apartments, townhomes and condominiums. The cities of Ventura and Camarillo have similar restrictions, but again, this would only yield an overall grade of B. The breakdown of the options and related scoring for all the proposals may be found in Attachment C.

The strictest regulations would be a combination of options 1 & 3. Under these regulations, smoking would be prohibited, except for expressly defined smoking areas, in all apartments, townhomes and condominiums in the City (all multi-unit dwellings). It would go into effect immediately for new units and in a year for existing units. Although the City Attorney's office is not aware of any successful challenges to such an ordinance, no other cities in Ventura County have regulations of this scope. However elements of this type of regulation are commonly found in the ordinances of cities with an "A" grade. As this level of regulation has potential impacts on both business and property owners, the City Attorney's office has contacted and invited the comments of members of the real estate community and Chamber of Commerce to attend this session and share their input.

Lastly, the City could pursue options 1 & 2 and seek additional ALA "bonus" points (referred to as alternative 4) by enacting two or more of the following restrictions; banning flavored tobacco products, requiring minimum package size for cigar sales, banning sales in pharmacies, restricting sampling or nominal cost distribution, or limiting tobacco retailer locations. This last

restriction on retailer locations would require a planning approval process. This combination of options 1&2 and alternative 4 should yield an ALA grade of A for the city.

While ALA grading provides general guidelines for regulations and feedback in the form of a grading matrix, it is not a binding requirement on the City. Should Council wish, it could request that the City Attorney's Office draft a more custom approach. However, deviation from the matrix used by the ALA for grading purposes makes achievement of a higher grade more difficult. The ordinance is still in draft form as there are open issues yet to be addressed or finalized. For example there have been prior comments on exemptions to smoking restrictions (a golf course exemption is included in the draft ordinance) and mention of a potential permit system for events that allow smoking. However, there has been no consensus reached or directives yet given. Staff is ready to assist in crafting an ordinance consistent with City Council direction.

FINANCIAL IMPACT

There is no fiscal impact at this time.

ATTACHMENTS:

Attachment A - Draft Smoking Ordinance (with options 1, 2, and 3)

Attachment B - American Lung Association Grading Materials

Attachment C - Options with Scoring

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, ADDING ARTICLE
XVII TO CHAPTER 7 OF THE CITY CODE PERTAINING TO SMOKING
REGULATIONS

.....

[Findings]

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

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“ARTICLE XVII. REGULATION OF SMOKING*[Option 1]***SEC. 7-290. DEFINITIONS.**

The following words, phrases and terms, as used in this article, shall be construed as defined in this section:

(A) DINING AREA - Any area, including streets and sidewalks, that is available to or customarily used by the general public or an employee, and that is designed, established, or regularly used, for consuming food or drink.

(B) ELECTRONIC SMOKING DEVICE - An electronic or battery-operated device that delivers vapors of nicotine and/or other substances for inhalation. This term includes every variation and type of such device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, a vapor cigarette or any other similar product. This term does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment or prevention of diseases.

(C) PUBLIC EVENT – Any event open to the general public regardless of any fee or age requirements, including but not limited to a farmers’ market, parade, craft fair or festival.

(D) REASONABLE DISTANCE - A distance of twenty-five (25) feet in any direction from an area in which smoking is prohibited.

Ordinance No. ____

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(E) **RECREATIONAL AREA** - Any area that is publicly or privately owned, and open to the general public for recreational purposes regardless of any fee requirement, including but not limited to, parks, beaches, picnic areas, gardens, swimming pools, walking paths, skateboard parks and playgrounds.

(F) **SERVICE AREA** - Any publicly or privately owned area, including streets and sidewalks, designed to be used or regularly used by one or more persons to receive a service, wait to receive a service, or to make a transaction, whether or not such service or transaction includes the exchange of money. The term "Service Area" includes but is not limited to areas including or adjacent to information kiosks, automatic teller machines (ATMs), ticket lines, bus stops or shelters, mobile vendor lines, or cab stands.

(G) **SMOKING** - The carrying, inhaling, or emitting the fumes or vapors of a lighted or activated pipe, cigar, cigarette, electronic smoking device, or any other lighted or activated smoking product or equipment used to burn any tobacco product, weed, plant, or other combustible substance in any manner or in any form. Smoking does not mean the combustion of material solely for olfactory purposes such as, for example, smoke from incense, that does not contain any tobacco or nicotine, or the emissions from a product specifically approved by the United State Food and Drug Administration for use in mitigating or preventing disease.

SEC. 7-291. SMOKING REGULATIONS.

(A) Smoking shall be prohibited at the following locations in the city:

- (1) Dining areas;
- (2) Public events;
- (3) Recreational Areas with the exception of the River Ridge Golf Course;
- (4) Restaurants, hotel lobbies, and common areas within hotels and motels, excluding guest rooms;
- (5) Service Areas;
- (6) Within a reasonable distance (25 feet) from an area where smoking is prohibited including any doorway, window, opening, or vent into an enclosed area in which smoking is prohibited, except while actively passing on the way to another destination.

SEC. 7-292. OTHER SMOKING RESTRICTIONS.

(A) No person shall dispose of any cigarette, cigar or tobacco or electronic smoking device or any part of a cigarette or cigar or electronic smoking device except in a designated waste disposal container.

(B) Smoking shall be prohibited inside all facilities owned, leased or controlled by the city.

(C) Notwithstanding any other provision of this section, any owner, operator, manager, or other person who controls any establishment or facility may declare that entire establishment or facility as a nonsmoking establishment, whether enclosed or not.

(D) This article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.”

(E) The City Manager is authorized to create administrative regulations consistent with the requirements of this article.

[Add on Option 2 - (ban smoking in common areas)]

SEC. 7-293. SMOKE FREE COMMON AREAS IN MULTI-UNIT HOUSING.

(A) The following words and phrases, whenever used in this section, shall have the following meanings:

(1) **COMMON AREA** - Every interior or exterior space of multi-unit residences that residents of more than one unit are entitled to enter or use, including, without limitation, halls and paths, lobbies and courtyards, elevators and stairs, community rooms and playgrounds, gym facilities and swimming pools, parking garages and parking lots, shared restrooms, shared laundry rooms, shared cooking areas, and shared eating areas.

(2) **MULTI-UNIT RESIDENCE** - Property containing two (2) or more units, except the following specifically excluded types of housing:

- (a) a hotel or motel that meets the requirements of California Civil Code section 1940(b)(2);
- (b) a mobile home park;
- (c) a single-family home;
- (d) a single-family home with a detached or attached in-law or second unit.

(3) **UNIT** - A personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or unenclosed area, such as, without limitation, a private balcony, porch, deck or patio. "Unit" includes without limitation: an apartment; a condominium; a townhouse; a room in a long-term health care facility, assisted living facility, or hospital; a room in a single room occupancy facility; and a room in a homeless shelter.

(B) Smoking is prohibited in all common areas of multi-unit residences,

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(C) A person with legal control over a common area may designate a portion of the unenclosed area of the common area as a designated smoking area if the area meets all of the following criteria:

(1) The area must be located a reasonable distance from any area where smoking is prohibited by this article or other law; by binding agreement relating to the ownership, occupancy, or use of real property; or by designation of a person with legal control over the property. In the case of a nonsmoking area created by agreement or designation, this provision does not apply unless the person designating the smoking area has actual knowledge of, or has been given notice of, the agreement or designation. A person with legal control over a designated smoking area may be obliged to modify, relocate, or eliminate that as laws change, as binding agreements are created, and as nonsmoking areas on neighboring property are established;

(2) The area must have a clearly marked perimeter and be identified by conspicuous signs.

[Additional/Alternative Option 3 - (Ban smoking in all multi-unit housing)]

SEC. 7-293. REDUCTION OF DRIFTING TOBACCO SMOKE IN MULTI-UNIT HOUSING.

(A) The following words and phrases, whenever used in this section, shall have the following meanings:

(1) **COMMON AREA** - Every interior or exterior space of multi-unit housing that residents of more than one unit are entitled to enter or use, including, without limitation, halls and paths, lobbies and courtyards, elevators and stairs, community rooms and playgrounds, gym facilities and swimming pools, parking garages and parking lots, shared restrooms, shared laundry rooms, shared cooking areas, and shared eating areas.

(2) **MULTI-UNIT RESIDENCE** - Property containing two (2) or more units, except the following specifically excluded types of housing:

- (a) a hotel or motel that meets the requirements of California Civil Code section 1940(b)(2);
- (b) a mobile home park;
- (c) a single-family home;
- (d) a single-family home with a detached or attached in-law or second unit.

(3) **NEW UNIT** - A unit that is issued a certificate of occupancy on and after July 1, 2016, or, for buildings already constructed, a unit that is leased or rented for residential use for the first time on and after July 1, 2017.

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(4) NONSMOKING AREA - Any unit or common area of multi-unit housing in which smoking is prohibited by this section.

(5) UNIT - A personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or unenclosed area, such as, without limitation, a private balcony, porch, deck or patio. "Unit" includes without limitation: an apartment; a condominium; a townhouse; a room in a long-term health care facility, assisted living facility, or hospital; a room in a single room occupancy facility; and a room in a homeless shelter.

(B) Smoking is prohibited in the following areas of multi-unit housing:

- (1) All common areas of multi-unit housing.
- (2) All new units of multi-unit housing.
- (3) All multi-unit housing units on and after July 1, 2018.

(C) Disclosure of the Requirements of this Section.

(1) Every lease or other rental agreement for the occupancy of a multi-unit housing unit entered into, renewed or continued month-to-month on and after July 1, 2018 shall contain a reference to this section and attach a copy of this section.

(2) Every purchase agreement for the sale of a multi-unit housing unit entered into on or after July 1, 2018 shall contain a reference to this section and attach a copy of this section.

(D) A person with legal control over a common area may designate a portion of the unenclosed area of the common area as a designated smoking area if the area meets all of the following criteria:

(1) The area must be located a reasonable distance from any area where smoking is prohibited by this article or other law; by binding agreement relating to the ownership, occupancy, or use of real property; or by designation of a person with legal control over the property. in the case of a nonsmoking area created by agreement or designation, this provision does not apply unless the person designating the smoking area has actual knowledge of, or has been given notice of, the agreement or designation. A person with legal control over a designated smoking area may be obliged to modify, relocate, or eliminate that as laws change, as binding agreements are created, and as nonsmoking areas on neighboring property are established;

(2) The area must have a clearly marked perimeter and be identified by conspicuous signs.

(E) For purposes of sections (B)(2) & (3) only, smoking does not include the use of medical marijuana by a qualified patient as defined in the California Health and Safety Code.

(Further standard provisions applicable to all options)

SEC. 7-294. POSTING OF SIGNS.

(A) Every owner, operator, manager, or other persons having control of a structure where smoking is prohibited under this article shall conspicuously post in such buildings "No Smoking" signs with capital letters not less than one-inch in height on a contrasting background. The international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) may be used in lieu of the written "No Smoking" sign.

(B) The "No Smoking" postings may be limited to first floor entrances and exits, lobbies, restrooms, and elevators.

SEC. 7-295. VIOLATIONS.

(A) A violation of this article is designated an infraction and may be enforced according to the provisions of section 1.10 of the city code.

(B) A violation of any section of this article and any use or condition caused, or permitted to exist, in violation of any provision of this article shall be, and hereby is declared to be, a public nuisance.

(C) Each day that a violation of this article continues shall constitute a new and separate offense and may be prosecuted as such.

(D) Punishment under this section shall not preclude punishment pursuant to Health and Safety Code Section 13002, Penal Code Section 374.4, or any other law proscribing the act of littering."

Attachment B

American Lung Association Grading Materials



State of Tobacco Control 2016 – California Local Grades



VENTURA COUNTY

	Camarillo	Fillmore	Moorpark	Ojai	Oxnard	Port Hueneme	Santa Paula	Simi Valley	Thousand Oaks	Ventura	County Unincorporated
Overall Tobacco Control Grade	C	F	D	D	D	F	F	F	D	C	F
Total Points	5	0	4	2	4	0	0	0	3	5	0
Smokefree Outdoor Air	A	F	A	D	F	F	F	F	B	B	F
Dining	4	0	4	2	0	0	0	0	2	4	0
Entryways	4	0	4	0	0	0	0	0	4	0	0
Public Events	4	0	4	2	0	0	0	0	3	2	0
Recreation Areas	4	0	4	3	0	0	0	0	2	4	0
Service Areas	4	0	4	0	0	2	0	0	4	4	0
Sidewalks	0	0	1	0	0	0	0	0	1	0	0
Worksites	1	0	1	0	0	0	0	0	0	0	0
Total Points	21	0	22	7	0	2	0	0	16	14	0
Smokefree Housing	D	F	F	D	F	F	F	F	F	C	F
Nonsmoking Apartments	0	0	0	0	0	0	0	0	0	0	0
Nonsmoking Condominiums	0	0	0	0	0	0	0	0	0	0	0
Nonsmoking Common Areas	4	0	0	2	0	0	0	0	0	4	0
Nonsmoking Housing Authority	0	0	0	0	1	1	0	0	1	1	0
Total Points	4	0	0	2	1	1	0	0	1	5	0
Reducing Sales of Tobacco Products	F	F	F	F	A	F	F	F	F	F	F
Tobacco Retailer Licensing	0	0	0	0	4	0	0	0	0	0	0
Total Points	0	0	0	0	4	0	0	0	0	0	0
Emerging Issues Bonus Points											
Emerging Products Definition - Secondhand Smoke	1	0	0	0	0	0	0	0	0	1	0
Emerging Products Definition - Licensing	0	0	0	0	1	0	0	0	0	0	0
Retailer Location Restrictions	0	0	0	0	0	0	0	0	0	0	0
Sampling of Tobacco Products	0	0	0	1	0	1	0	0	0	1	0
Sale of Tobacco Products in Pharmacies	0	0	0	0	0	0	0	0	0	0	0
Flavored Tobacco Products	0	0	0	0	0	0	0	0	0	0	0
Minimum Pack Size of Cigars	0	0	0	0	0	0	0	0	0	0	0
Total Points	1	0	0	1	1	1	0	0	0	2	0

Overall Tobacco Control Grade: A (11-12), B (8-10), C (5-7), D (2-4), F (0-1);
determined by grades and points from other three categories – A (4), B (3), C (2), D (1), F (0)
Smokefree Outdoor Air Grade: A (18+), B (13-17), C (8-12), D (3-7), F (0-2)

Smokefree Housing Grade: A (11+), B (8-10), C (5-7), D (2-4), F (0-1)
Reducing Sales of Tobacco Products Grade: A (4+), B (3), C (2), D (1), F (0)

As is evidenced by the 17 cities and counties that have overall A grades, strong tobacco control policies can work in any community. So how can your community improve its health and raise its grade? Below is a worksheet that can be used to determine what types of policies could improve the health of your city or county and help raise its grade. Just fill in the points for the policies your community already has in the right-hand column, and see how many more points you will need to increase your grade. These policies will improve the health of your communities and ensure that tobacco is kept out of the hands of children.

Smokefree Outdoor Air

	1 Point	2 Points	3 Points	4 Points	Total Points
Dining		Allows designated smoking areas or includes exceptions		100% smokefree	
Entryways		Less than 15 feet of all entryways or within an unspecified distance	Within 15-19 feet of all entryways	20 or more feet from all entryways	
Public Events		Some types of public events but not all	Allows designated smoking areas	100% smokefree	
Recreation Areas		Some parks, beaches and trails	Allows designated smoking areas	100% smokefree	
Service Areas		Some types of service areas but not all		All service areas	
Sidewalks	Some or all sidewalks or other pedestrian walkways				
Worksites	Some or all outdoor worksites				
TOTAL:					

18+ points = **A** 13-17 points = **B** 8-12 points = **C** 3-7 points = **D** 0-2 points = **F**

Smokefree Housing

	1 Point	2 Points	3 Points	4 Points	Total Points
Nonsmoking Units in Apartments	Prohibits smoking in 75% or more of new apartment units	75% of new and existing apartment units		100% of units for both new and existing apartments	
Nonsmoking Units in Condominiums	Prohibits smoking in 75% or more of new condos units	75% of new and existing condos units		100% of units for both new and existing condos	
Nonsmoking Common Areas		Indoor common areas		Indoor and outdoor common areas	
Prohibits smoking within 75% of units under control of Housing Authority	Prohibits smoking within 75% of units for multi-unit housing complexes under control of Housing Authority				
TOTAL:					

If jurisdiction has Housing Authority:

11+ Points – **A** 2-4 Points – **D**
 8-10 Points – **B** 0-1 Points – **F**
 5-7 Points – **C**

If jurisdiction does not have Housing Authority:

10+ Points – **A** 1-3 Points – **D**
 7-9 Points – **B** 0 Points – **F**
 4-6 Points – **C**

REDUCING SALES OF TOBACCO PRODUCTS:**Policy Provisions:**

- (1) Require tobacco retailers to pay an annual fee that sufficiently covers administration and enforcement efforts, including compliance checks;
- (2) Requirement that all retailers obtain a license to sell tobacco and renew it annually;
- (3) Provision that any violation of a local, state or federal tobacco law is considered a violation of the license; and
- (4) Financial deterrent through fines and penalties for violations that includes suspension and revocation of the license.

	1 Point	2 Points	3 Points	4 Points	Total Points
Tobacco Retailer Licensing	A sufficient annual fee and 0 of the other 3 provisions outlined above or licensing ordinance with insufficient annual fee and any of the other 3 provisions outlined above	A sufficient annual fee and 1 of the other 3 provisions outlined above	A sufficient annual fee and 2 of the other 3 provisions outlined above	100% smokefree	
TOTAL:					

4+ points = **A**3 points = **B**2 points = **C**1 points = **D**0 points = **F****EMERGING ISSUES BONUS POINTS:**

	Bonus Point	Total Points
Secondhand Smoke (Bonus Point)	There is a strong definition of smoke, smoking or tobacco product that would include electronic cigarettes or other new and emerging tobacco products in a jurisdiction's secondhand smoke laws.	
Tobacco Retailer License (Bonus Point)	There is a strong definition of smoke, smoking or tobacco product that would include electronic cigarettes or other new and emerging tobacco products in a jurisdiction's tobacco retailer licensing ordinance.	
Tobacco Retailer Location Restrictions (Bonus Point)	Restricts businesses that sell tobacco from being located within certain distance of schools and/or parks. Or the policy prohibits a tobacco retailer from being located within a certain distance of other retailers to avoid high concentration in certain areas. Or there is a limit to the number of tobacco retailer licenses that can be issued.	
Sampling of Tobacco Products (Bonus Point)	Prohibit sampling or nominal cost distribution of all or some tobacco products or in all locations.	
Sales in Pharmacies (Bonus Point)	Prohibit sales all or some pharmacies	
Flavored Tobacco Products (Bonus Point)	The sale of flavored tobacco products, including cigars, little cigars, pipe tobacco and electronic cigarettes is prohibited.	
Minimum Pack Size of Cigars (Bonus Point)	Prohibit the sale of cigars in individual or small packages, which increases the price and makes them less attractive to youth.	
TOTAL:		

4+ points = **A**3 points = **B**2 points = **C**1 points = **D**0 points = **F**

Each of the seven Emerging Issues can receive 1 bonus point. Receiving a total of 4 or more of these bonus points adds one point to the Overall Tobacco Control points.

Attachment C - Options with Scoring

American Lung Association Scoring

A grade -11+ points

B grade 8-10 points

C grade 5-7 points

D grade 2-4 points

F grade 0-3 points

Potential Scores

Option 1 – 8 points (B)

Option 1 & 2 – 10 points (B)

Option 1 & 3 – 12 points (A)

Option 1 & 2 and (alternative) 4 – 11 points (A)

Current score (no action) - 4 points (D)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: September 6, 2016

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: First Amendment to Attorney Services Agreement with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. (3/5/5)

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the First Amendment to Attorney Services Agreement with Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Hunt Ortmann") (Agreement No. A-7795) to increase the amount by \$500,000 for a total not to exceed amount of \$1,000,000.

BACKGROUND

Agreement No. A-7795 (Agreement) is for the provision of legal services by special counsel in a dispute that arises out of the construction of the Hueneme Road Recycled Water Pipeline project. Mladen Buntich was the low bidder at \$5,695,000, and the project duration was for a six month construction. A Notice to Proceed was issued December 3, 2012, making the completion date June 3, 2013. In addition to the original contract amount, the City approved and paid an additional \$815,952.87 in change orders, minus retention. On October 20, 2014, Mladen Buntich presented the City with an additional claim of \$5,273,748.51 for alleged damages and costs arising out of a multitude of issues during the construction of the project. The claim was rejected by the City's project management team and Mladen Buntich presented a Government Code Claim for the same amount, which the City has rejected. Mladen Buntich has filed a lawsuit to pursue its alleged damages.

The City Council approved the Agreement for Hunt Ortmann to represent the City in this matter on July 28, 2015. The First Amendment increases the amount of the Agreement to cover the

next phase of the litigation, consistent with the litigation budget previously reviewed.

STRATEGIC PRIORITIES

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

Goal 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

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

FINANCIAL IMPACT

The Agreement will be funded from Legal Services account (account no.601-6012-842-8204) from Water Operating Fund. Sufficient funds have been budgeted in FY2016-2017 to cover cost of contract.

ATTACHMENTS:

Attachment A - Hunt Ortmann First Amendment to A-7795

Attachment B - Agreement No. A-7795

Agreement No. A-7795

FIRST AMENDMENT TO ATTORNEY SERVICES AGREEMENT

This First Amendment ("First Amendment") to the Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this 6th day of September 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Hunt Ortmann Palffy Nieves Darling & Mah, Inc. ("Special Counsel"). This First Amendment amends the Agreement entered into on July 1, 2015, by City and Special Counsel.

City and Special Counsel agree as follows:

1. In Section 10.a.(1.) of the Agreement the figure "\$500,000" is deleted and replaced with the figure "\$1,000,000".

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

CITY OF OXNARD

HUNT ORTMANN PALFFY NIEVES
DARLING & MAH, INC.

Tim Flynn, Mayor

Richard Mah, Esq.

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Agreement No. A-7795**ATTORNEY SERVICES AGREEMENT**

This Attorney Services Agreement ("Agreement") is made and entered into in the County of Ventura, State of California, by and between the City of Oxnard, a municipal corporation ("City"), and Hunt Ortmann Palffy Nieves Darling & Mah, Inc., engaged in the practice of law in the County of Ventura, California, ("Special Counsel").

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

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

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

1. Scope of Services

a. Special Counsel is hereby retained as special counsel for City to perform such legal services described as in Exhibit A attached hereto and incorporated herein by this reference.

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

c. Special Counsel shall regularly and reasonably discuss and review with the City Attorney or designee investigation issues, discovery, and case tactics and strategy.

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

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

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

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

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

2. Special Counsel Representative

Special Counsel agrees that Richard Mah shall be Special Counsel's representative and shall be personally responsible for the performance and/or coordination of legal services under this Agreement.

3. Nonexclusive Services

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

4. Direction and Coordination

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

5. Place of Work

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

6. Permits, Licenses, Certificates

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

7. City's Responsibilities

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

8. Term of Agreement

The term of this Agreement shall commence on July 1, 2015, and expire on July 1, 2017.

9. Termination of Agreement and Legal Services

This Agreement may be terminated at any time by written notice from either party to the other with or without cause. In such event, all finished or unfinished documents, data and reports in Special Counsel's possession shall immediately be turned over to the City Attorney. In the event of such termination, Special Counsel shall be paid for all satisfactory services and costs unless such termination is made for cause, in which event compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.

10. Compensation and Reimbursement

a. Compensation

(1) City agrees to pay Special Counsel in an amount not to exceed \$500,000 for services provided under this Agreement.

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

Richard Mah	\$325
Wahid Guirguis	\$288
Kathlynn Smith	\$288
Lisa Lawrence	\$255
Victoria Ianni	\$225
Jennifer Tung	\$225

(3) Special Counsel agrees that the above hourly rate includes reimbursement to Special Counsel of the expenses of any electronic research, postage, overnight express mail, ordinary and usual in-house copying costs, court fees, courier service, fax charges, telephone usage, general overhead or support services such as typing, word processing, secretarial time of any nature (normal, overflow or overtime), clerical work, equipment rental, calendaring, setting up files, and updating files.

(4) Special Counsel will not charge for travel time to and from Oxnard.

(5) The above hourly rate may be altered by a writing signed by the City Attorney.

b. Reimbursement

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

(1) Actual Cost to Special Counsel:

Air travel - coach
 Consultant fees
 Copying and printing services fees

Court reporting services fees
 Expert fees
 Extraordinary in-house copying costs
 Service of process fees

(2) Items with Maximums:

Lodging - \$125.00 per night
 Witness fees - State court \$35.00 + statutory mileage
 Federal court \$40.00 + statutory mileage

11. Method of Payment

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

b. Special Counsel shall mail the invoice for payment to City of Oxnard, Office of the City Attorney, 300 West Third Street, Suite 300, Oxnard, California 93030, Attention: City Attorney.

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

12. Responsibility for Expenses

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

13. Non-Appropriation of Funds

Payments to be made to Special Counsel by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Special Counsel's services beyond the current fiscal year, this Agreement shall cover payment for Special Counsel's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

14. Approved Attorneys

a. Special Counsel agrees that the following attorneys shall be the only attorneys assigned to perform services for City:

Richard Mah
Kathlynn Smith
Victoria Ianni

Wahid Guirguis
Lisa Lawrence
Jennifer Tung

b. This list of approved attorneys may be altered by a writing signed by the City Attorney. The writing may add paralegals to those professionals authorized to perform services and provide for rates to be paid for such paralegals.

15. Engagement of Other Counsel, Specialists or Experts

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

16. Confidentiality of Information

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

17. Indemnity

Special Counsel agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Special Counsel or its agents, employees, subconsultants, consultants and other persons acting on Special Counsel's behalf would be held strictly liable.

18. Insurance

a. Special Counsel shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Special Counsel obtain and maintain such insurance coverages.

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

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

19. Independent Contractor

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

b. Special Counsel shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Special Counsel's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Special Counsel acknowledges that Special Counsel and Special Counsel's employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

20. Special Counsel Not Agent

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

21. Conflict of Interest

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

22. Assignability of Agreement

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

23. Fair Employment Practices

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

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

c. Special Counsel 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. Special Counsel shall provide City with access to and, upon request, provide copies to City of all of Special Counsel's records pertaining or relating to Special Counsel's employment practices, to the extent such records are not confidential or privileged under State or federal law.

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

24. Time of Essence

Special Counsel and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

25. Covenants and Conditions

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

26. Governing Law

The City Attorney and Special Counsel agree that the construction and interpretation of this Agreement and the rights and duties of City and Special Counsel hereunder shall be governed by the laws of the State of California.

27. Compliance with Law

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

28. Severability

City Attorney and Special Counsel 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.

29. Waiver

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

30. Counterparts

City and Special Counsel agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

31. Arbitration

Special Counsel and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Special Counsel's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

32. Authority to Execute

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

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

33. Notices

a. Any notices to Special Counsel may be delivered personally or by mail addressed to Hunt Ortman Palffy Nieves Darling & Mah, Inc., 301 North Lake Avenue, 7th Floor, Pasadena, California 91101-1801, Attention: Richard Mah.

b. Any notices to City may be delivered personally or by mail addressed to City of Oxnard, City Attorney Office, 300 W. Third Street, Suite 300, Oxnard, California 93030, Attention: City Attorney.

34. Amendment

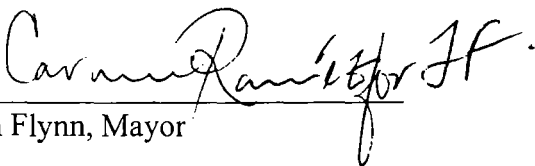
This Agreement may be amended at any time, in writing, by the City Attorney and Special Counsel.

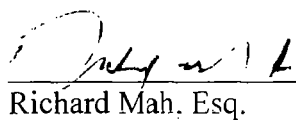
35. Entire Agreement

The City Attorney and Special Counsel agree that this Agreement constitutes the entire Agreement of the parties with respect to the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

CITY OF OXNARD

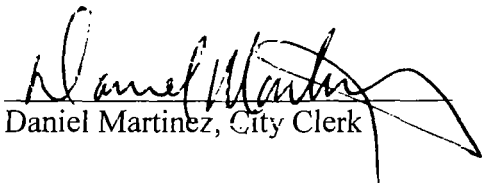
SPECIAL COUNSEL

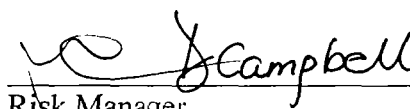

Tim Flynn, Mayor


Richard Mah, Esq.

ATTEST:

APPROVED AS TO INSURANCE:


Daniel Martinez, City Clerk


for Risk Manager

APPROVED AS TO FORM & CONTENT


Stephen M. Fischer, Interim City Attorney

EXHIBIT A

SCOPE OF SERVICES

1. Represent the City in litigation in the Mladen Buntich v. City of Oxnard dispute, which arises out of the construction of the Hueneme Road Recycled Water Pipeline project.

[LAW FIRM]
 [Address]
 [Telephone Number]
 [Date]

Stephen M. Fischer
 Interim City Attorney
 Office of the City Attorney
 City of Oxnard
 300 W. Third Street, Suite 300
 Oxnard, CA 93030

Invoice No.

Client/Matter No:
 Re:

For Professional Services Rendered Through **//******
Summary of Fees and Costs

Total Fees	\$*****
Total Costs	<u>\$*****</u>
Total Charges	<u>\$*****</u>

EXHIBIT B
Page 1

[LAW FIRM]
 [Address]
 [Telephone Number]
 [Date]

Stephen M. Fischer
 Interim City Attorney
 Office of the City Attorney
 City of Oxnard
 300 W. Third Street, Suite 300
 Oxnard, CA 93030

Invoice No.

Client/Matter No:

Re:

For Professional Services Rendered Through **//******

Fees

<u>Date of Service</u>	<u>Person Performing Service</u>	<u>Description of Service</u>	<u>Time Spent in 1/10s of an hour Increments</u>	<u>Amount of Fees</u>
------------------------	----------------------------------	-------------------------------	--	-----------------------

Costs

<u>Date Cost Incurred</u>	<u>Description of Cost Item</u>	<u>Amount of Cost</u>
---------------------------	---------------------------------	-----------------------

Additional Information

FY to Date Fees (7/1/___ to 6/30/___)	\$ _____
FY to Date Costs (7/1/___ to 6/30/___)	\$ _____
Case to Date Fees	\$ _____
Case to Date Costs	\$ _____

EXHIBIT B
Page 2

Privileged and Confidential – Do not store with publicly accessible documents

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITH ERRORS AND OMISSIONS REQUIREMENT)

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be 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. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

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

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

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

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

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

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

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

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

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Packet Pg. 166

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION:	
Telephone:		Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)	
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
\$ _____ per accident, for bodily injury and property damage.		Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1)			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	



CERTIFICATE OF LIABILITY INSURANCE

HUNTO-1

OP ID: JH

DATE (MM/DD/YYYY)

N.2.b

05/18/2015

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

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

PRODUCER
Ahern Insurance Brokerage
9655 Granite Ridge Dr., #500
San Diego, CA 92123
Susan B. Kilano

CONTACT NAME: Susan B. Kilano
PHONE (A/C, No, Ext): 858-571-9030 FAX (A/C, No): 858-571-9010
E-MAIL ADDRESS: skilano@aherninsurance.com

INSURED
Hunt Ortmann Palffy Nieves
Darling & Mah, Inc.
301 N. Lake Ave. 7th Floor
Pasadena, CA 91101

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: First Specialty Insurance Corp	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR TR	TYPE OF INSURANCE	ADDL SUBR (INSR) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
	Claims Made		FNA337999000903	04/15/2015	04/15/2016	PER CLAIM 2,000,000
	Lawyers Prof Liab					AGGREGATE 4,000,000

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

eductible: \$100,000 per claim

CERTIFICATE HOLDER

CANCELLATION

CITYOXN

City of Oxnard
Risk Manager
Reference No. A-7839
300 W. Third Street, #302
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Susan B. Kilano

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CERTIFICATE OF LIABILITY INSURANCE

HUNTO-1

OP ID: SJ

DATE (MM/DD/YYYY)

N.2.b

05/18/2015

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

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

PRODUCER Ahern Insurance Brokerage 9655 Granite Ridge Dr., #500 San Diego, CA 92123 Kelley L. Milks, CIC CRM RPLU		CONTACT NAME: Kelley Milks PHONE (A/C, No, Ext): 858-571-9030 FAX (A/C, No): 858-571-9010 E-MAIL ADDRESS: kmilks@aherninsurance.com													
INSURED Hunt Ortmann Palffy Nieves Darling & Mah, Inc. 301 N. Lake Ave. 7th Floor Pasadena, CA 91101		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Vigilant Insurance Company</td><td>NAIC # 20397</td></tr><tr><td>INSURER B: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C: Preferred Employers Ins. Co.</td><td>10900</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Vigilant Insurance Company	NAIC # 20397	INSURER B: Federal Insurance Company	20281	INSURER C: Preferred Employers Ins. Co.	10900	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		35867986	04/15/2015	04/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		73546504	04/15/2015	04/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			79860088	04/15/2015	04/15/2016	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WKN158390-1	04/15/2015	04/15/2016	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Oxnard, its City Council, officers, employees and volunteers are named as additional insured.

10 Day notice of cancellation applies in case of non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Risk Manager
Reference A-7839
300 W Third Street #302
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Kelley Milks

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Liability Insurance

Endorsement

Policy Period APRIL 15, 2015 TO APRIL 15, 2016
Effective Date APRIL 15, 2015
Policy Number 3586-79-86 WCE
Insured HUNT ORTMANN PALFFY NIEVES DARLING & MAH
 INC
Name of Company VIGILANT INSURANCE COMPANY
Date Issued JANUARY 27, 2015

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

POLICY NUMBER: (12)7354-65-04

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s):

CITY OF OXNARD
ATTN: RISK MANAGER
REFERENCE NO. A-7839
300 W. THIRD STREET, SUITE 302
OXNARD, CA 93030

THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS INSURED WITH REGARD TO LIABILITY AND DEFENSE OF SUITS ARISING FROM THE OPERATIONS, PRODUCTS AND ACTIVITIES PERFORMED BY OR ON BEHALF OF THE NAMED INSURED. INSURANCE IS PRIMARY AND NOT CONTRIBUTING TO OR IN EXCESS OF ANY EXISTING CITY INSURANCE OR SELF INSURANCE COVERAGES.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Liability Insurance

Endorsement

Policy Period APRIL 15, 2015 TO APRIL 15, 2016
Effective Date APRIL 15, 2015
Policy Number 3586-79-86 WCE
Insured HUNT ORTMANN PALFFY NIEVES DARLING & MAH
INC
Name of Company VIGILANT INSURANCE COMPANY
Date Issued JANUARY 27, 2015

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization*

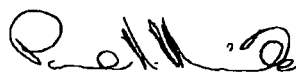
If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative



Reference Copy

Liability Insurance

Conditions - Other Insurance - Primary, Noncontributory Insurance - Scheduled Person Or Organization last page

Form 80-02-2653 (Rev. 7-09)

Endorsement

Page 1

Packet Pg. 172

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



**Workers Compensation and Employers Liability
Insurance Policy**

Preferred Employers
INSURANCE COMPANY

Waiver of Our Right to Recover from Others Endorsement – California

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be determined by multiplying the California workers' compensation premium due on such remuneration by the factor flat fee.

Schedule

Person or Organization

City of Oxnard, its City Council, officers, employees and
volunteers
c/o Risk Manager Reference A-7839
300 W Third Street #302
Oxnard, CA 93030

Job Description

Re: Insured's Client - providing legal services

This endorsement is subject to a minimum premium charge of \$100

Nothing in this endorsement shall vary, alter, waive or extend any of the terms, conditions or limitations of this policy other than as stated above. Nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

This Endorsement when attached to Policy Number: WKN158390-1
issued to Hunt Ortmann Paiffy Nieves Darling & Mah, Inc.

shall be valid and shall form part of referenced policy. The effective date of this endorsement is

at 12:01 A.M.

Endorsement No.:

Date Issued: 05/19/2015

Producer Number: 55000

Agency Name: AHERN INSURANCE BROKERAGE



Authorized Representative



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 3

DATE: September 6, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Luly Lopez

FROM: Darwin Base
Interim Fire Chief

SUBJECT: Agreements with Ventura County Fire Protection for Oxnard Fire Dispatch and Automatic Aid (10/25/20)

CONTACT: Darwin Base, Interim Fire Chief
Darwin.Base@oxnard.org, 385-7700

RECOMMENDATION:

That City Council:

1. Approve and authorize the Mayor to execute Fire Dispatch Agreement (A-7909) with the Ventura County Fire Protection District (VCFPD) for dispatch services
- And:
2. Approve and authorize the Fire Chief to execute Automatic Aid Agreement (A-7910) for automatic aid between VCFPD and City of Oxnard Fire Department.

BACKGROUND

In 2015, City of Oxnard Fire Department established a joint feasibility study for consolidated fire dispatch services to be provided by the Ventura County Fire Protection District fire communication control center. The primary purpose of this study was to address critical emergency response communications and deployment challenges previously identified in current Standards of Cover and to provide a more efficient and effective delivery of services through a regional concept. The study also evaluated and made recommendations regarding other regional fire service delivery options.

Agreements with Ventura County Fire Protection Dispatch and Auto Aid (10/25/20)

September 6, 2016

Page 2

Currently, City of Oxnard Fire Department dispatching is through a combined police/fire communications center. The study concluded that a consolidated dispatch between the City of Oxnard Fire Department and the Ventura County Fire Protection District would result in service enhancements and moderate cost reductions for the City of Oxnard. The enhancements include Emergency Medical Dispatch (EMD) to include training and continuous quality improvement components, enhanced communications infrastructure, data from Computer Aided Dispatch (CAD) and a Record Management System (RMS).

The Fire Dispatch Agreement (A-7909) implements these study recommendations. As part of the dispatch agreement, the City also agrees to cover the North end of Oxnard from Station 7, allowing VCFPD to move Engine 51 to a location that has a higher call volume. This will increase the call volume for Oxnard Engine 67, which responded to 839 calls in 2015. Engine 51 responded to 431 calls during the same period.

Ventura County Fire currently provides fire dispatch services for the cities of Ventura, Ojai, Port Hueneme, Moorpark, Camarillo, Simi Valley and Thousand Oaks. Lastly, the Automatic Aid Agreement (A-7910) is an updated automatic aid agreement between the City and VCFPD. This is a reiteration of the aid agreement and operational plan that has been in place for many years which provides a regional approach by dispatching the closest resource to all responses. The use of one dispatch center will ensure response to calls are not duplicated and only the needed equipment is dispatched.

Both the Fire Dispatch and Automatic Aid Agreements were approved by Ventura County Board of Supervisors on August 2, 2016.

STRATEGIC PRIORITY

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

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

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

FINANCIAL IMPACT

Ventura County Fire Protection District will end its financial obligation for contract services provided by City of Oxnard Fire Department in the beach community corridor. The \$64,000 that was paid to City of Oxnard for services rendered will now be applied to Ventura County Fire dispatching services for City of Oxnard Fire Department, this change was anticipated and

Agreements with Ventura County Fire Protection Dispatch and Auto Aid (10/25/20)

September 6, 2016

Page 3

recognized during the FY16/17 budget process. Through automatic aid agreements, City of Oxnard Fire Department will continue to provide services to that district under the closest resource approach. The remaining costs for emergency and non-emergency dispatch services will be absorbed by VCFPD,

ATTACHMENTS:

Attachment A - Agreement A-7909

Attachment B - Agreement A-7910

Agreement No. A-7909
City Council Approved:

FIRE DISPATCH AGREEMENT

by and between

THE CITY OF OXNARD

and

THE VENTURA COUNTY FIRE PROTECTION DISTRICT

This agreement ("Dispatch Agreement"), made this ____ day of _____, 2016, is by and between the VENTURA COUNTY FIRE PROTECTION DISTRICT ("District"), a special district governed by the Ventura County Board of Supervisors acting as the District's Board of Directors, and the CITY OF OXNARD ("City"), a municipal corporation governed by the Oxnard City Council, each of which is sometimes referenced herein as a "party" or, collectively, the "parties".

WHEREAS, City and District provide fire and rescue services within each party's respective jurisdictions; and

WHEREAS, City and District are parties to that certain "Initial Response Agreement for Contract of Fire Services between the City of Oxnard and the Ventura County Fire Protection District" ("Initial Response Agreement") dated July 1, 2009; and

WHEREAS, by said Initial Response Agreement, City has provided first responder fire protection services to the Channel Islands Corridor, Hollywood Beach, and Silver Strand areas of the unincorporated area of the County of Ventura; and

WHEREAS, City and District are parties to the "Automatic Aid Agreement" dated September 15, 1998, under which the parties previously agreed to provide initial fire protection response for specific geographical areas; and

WHEREAS, since the City and District are desirous of continuing their prior practice of combining resources for the benefit of their respective constituents, the above mentioned agreements shall be restated in and superseded by an updated Automatic Aid Agreement and its attached Operational Plan to be effective concurrent with this Dispatch Agreement; and

WHEREAS, the City wishes to realize operational advantage by contracting for fire dispatch services within the City limits; and

WHEREAS, the District has the means and desire to provide such fire dispatch services within the City limits in addition to the District's areas of

coverage; and

WHEREAS, this Dispatch Agreement is authorized under existing laws, ordinances and regulations.

NOW, therefore, District and City mutually covenant and agree:

I. Fire Dispatch Services

- A. District shall provide City with emergency and non-emergency fire/rescue dispatch services.
- B. In consideration for District providing dispatch services to City, City shall continue to provide services, as it has in the past, but under the terms of the parties' current Automatic Aid Agreement and its Operational Plan, at no cost to District, for the entire term of this Dispatch Agreement, beginning on the date of implementation of dispatch services pursuant to this Dispatch Agreement. Continuation of such services by City shall meet or exceed the standard for responding to calls as currently provided by City. This Dispatch Agreement shall not be affected by the occurrence of any of the following events: 1.) a change in the jurisdictional boundaries of the geographic area covered by the parties' Operational Plan; 2.) the District's termination of the Operational Plan for other than a material breach; or 3.) the call volume for City response decreases in this area.
- C. City also agrees to cover any associated hardware, software, and equipment costs as specified in Section IV, below ("City Responsibilities").
- D. Specific communications protocols are contained in a Communications Plan to be executed by the Fire Chiefs, which is attached to and made part of this Dispatch Agreement by this reference (see Exhibit 1 hereto). The Fire Chiefs are hereby authorized to and may, from time to time, by mutual understanding, modify the Communications Plan to meet operational or technological needs of the parties.
- E. Full implementation of dispatching services is scheduled to commence on or about the effective date of this Dispatch Agreement.

II. Automatic Aid Agreement

The City and the District hereby agree to maintain an Automatic Aid Agreement, including an Operational Plan, for the duration of this Dispatch Agreement. City and District Fire Chiefs are hereby authorized to and may, from time to time, by mutual understanding, modify the Automatic Aid Agreement for operational purposes.

III. District Responsibilities

- A. District will provide to City a predetermined grid or mapping system and updates for both parties' response action areas.
- B. District shall provide dispatch radio and data signals to City.
- C. District shall provide an adequately staffed dispatch center on a 24 hour, seven (7) days per week basis and track all incident resources.
- D. District may cover City fire stations service areas if resources are available.
- E. District shall provide City with access to data generated within its Computer Aided Dispatch (CAD) system for City incidents as more fully specified in the attached Communication Plan.
- F. District shall provide dispatch services without preference to jurisdiction. Dispatch shall be provided in a uniform and consistent manner, and City shall be totally integrated into District's dispatching system. District shall dispatch City fire resources within an equal or better dispatch time of County fire resources.
- G. District shall provide radio signal propagation via its current radio infrastructure equal or better than currently is provided within the City limits.
- H. District will invite City to participate in new technology studies.
- I. District shall provide Emergency Medical Dispatch (EMD) services for all City medical calls pursuant to the Ventura County Emergency Medical Services Agency Policy 910, including training and Continuous Quality Improvement (CQI) components.
- J. District allocates ninety-six hours per fiscal year for CAD/mapping updates for City free of charge. Changes required by the City beyond this maintenance level constitute new services and will be charged at the District's board-approved costs prevailing at that time. District will invoice the City on a monthly basis identifying the hours spent for CAD/mapping updates for the City. City will pay District within 60 days from the close of each fiscal year after invoicing by District for any hours above 96.
- K. District agrees to provide ongoing technical support from District IT and radio employees at no cost as well as support from onsite Tri Tech employees. This does not include installations, repairs or reprogramming.

- L. District shall provide audio recordings of City incidents upon request. These recordings will be provided in the form of WAV audio files or by such similar media as may be utilized by District in the future. District will charge and City will pay District's costs for any such files requested by City that are not for official City business. Recordings will be provided directly to the City Fire Chief or a designated representative. City accepts full liability and responsibility for actions arising from further distribution of recordings.

IV. City Responsibilities

- A. City must provide its own radio, telephone and any other telecommunications equipment necessary to facilitate the receipt of District dispatch transmissions.
- B. City must provide a Records Management Software (RMS) interface from District's CAD to City's internal RMS system.
- C. City must provide its own cellular telephones, pagers, and fire station alerting systems.
- D. City must provide any CAD modifications or new CAD system designs required for it to receive District communications that are outside of the District's CAD design.
- E. City must pay all costs of maintaining its CAD software licensing on an annual basis.
- F. City must pay all costs of installation of (or necessary upgrades to its Mobile Computers and Automatic Vehicle Locaters (MC/AVL) for all City fire engines.
- G. City must pay District for its costs of providing City with a dedicated dispatcher if one is requested by City.
- H. City police may monitor District's 911 calls for informational purposes.
- I. City will provide District with exclusive use of City's fire department radio frequencies and will maintain, at City expense, its Federal Communications Commission frequency licensing. These radio frequencies currently include 153.8900/PL 107.2, 154.0700/PL 123.0, 156.0300/PL 123.0 (simplex) and 154.1450 / 156.2100/PL 141.3 (duplex) as shown on the 2015 Regional Communications Plan and any others licensed by City but not shown on the Plan.

- J. City agrees to cover District Fire Station Number 51's entire emergency response area under the closest resource provisions of the parties' mutual aid agreements, understanding that District may choose to permanently relocate Fire Engine 51 to another area in the County. See VCFPD Fire Station 51 Response District - Exhibit 2 attached hereto.
- K. City agrees to not close Fire Station Number 67; however, should Fire Station Number 67 close, City agrees to pay the District's full cost of providing dispatch services required for District to cover the current Fire Station Number 67's service area. Costs for said dispatch services will be determined by applying the percentage of total call volume attributable to calls within Oxnard City's jurisdiction as compared to the total call volume countywide and then multiplied by total salary and benefit costs for staffing the dispatch center including supervision and overhead.
- L. City agrees to not seek compensation for providing emergency response with current resources to the County areas and facilities encompassed by the Channel Islands Harbor and the Oxnard Airport

V. Indemnification; Insurance

- A. It is understood and agreed that, except as expressly stated elsewhere in this Dispatch Agreement, no indemnification or agreement to hold a party harmless by either party is implied by the terms of this Dispatch Agreement; nor shall either party be liable to the other for any loss, injury, death or damage to persons or property that may be suffered or sustained by the other party due to the provision of services hereunder.

In the event that the damages asserted in any claim, demand or suit by one or more third parties is found to have been caused by the combined result of any act or omission of District and City, each party shall bear its equitable share of any settlement or judgment with such third parties and each party hereto shall bear its own entire cost of defense and expenses, including all attorneys' fees.

- B. Each party shall provide and maintain such insurance or self-insurance covering the risks created by the activities covered or contemplated by this Dispatch Agreement as it may deem appropriate. Either party may self-insure to the extent its governing body considers appropriate in its sole determination.
- C. Each party shall provide and maintain, for the benefit of its employees, workers' compensation insurance or such other workers' compensation self-insurance as said party deems appropriate for its own employees.

- D. Nothing contained in this Dispatch Agreement shall inure to the benefit of any third party nor abrogate the parties' other privileges and immunities, including those stated in Government Code section 55634.

VI. Term

- A. This Dispatch Agreement shall commence on the date it has been signed by both parties^[RR01] and shall terminate on the last day of the same month thirty (30) years thereafter, unless terminated earlier as provided below.
- B. Upon a material breach of the Dispatch Agreement by one party, the non-breaching party shall give 30 calendar days' notice of such breach to the other party. The breaching party shall cure such breach or make a diligent effort to do so within 30 days from receiving written notice thereof. At the end of the cure period, if the material breach has not been cured, the non-breaching party may terminate this Dispatch Agreement, effective 180 days after delivery of a written notice thereof to the other party.
- C. Termination of the parties' "Automatic Aid Agreement" dated _____, 2016, by either party will terminate this Dispatch Agreement.
- D. All notices permitted or required under this Dispatch Agreement shall be given to the parties at the following addresses or at such other addresses as either party may hereafter provide in a writing delivered pursuant to this paragraph:

District: Fire Chief
Ventura County Fire Protection District
165 Durley Avenue
Camarillo, CA 93010

City: Fire Chief
Oxnard City Fire Department
369 West Second Street
Oxnard, CA 93030

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

VII. Equal-Opportunity Employment

Each party represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, sexual orientation and disability including the medical condition AIDS or any condition relating thereto or any other protected classification.

VIII. Authority To Execute

Each party warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform the terms of this Dispatch Agreement. Each party also warrants that the individuals who have signed this Dispatch Agreement have the legal power, right, and authority to make this Dispatch Agreement and bind each respective party hereto.

**Ventura County Fire
Protection District:**

Oxnard City Fire Department:

Mark Lorenzen
Fire Chief

Date

TDLBane
Fire Chief

10 AUG 16
Date

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

Communications Plan - Exhibit 1

A. Scope and Purpose

This Communications Plan ("Plan") is part of the Fire Dispatch Agreement between the City of Oxnard and the Ventura County Fire Protection District to which it is attached. The intent of this Plan is to clarify issues of communication for the parent Dispatch Agreement.

B. Modification

The Fire Chiefs of City of Oxnard and the Ventura County Fire Protection District may change this Plan upon their mutual agreement to meet future technological or operational needs.

III. Radio Communications

A. Dispatch Frequency

City resources will be dispatched on the District's primary dispatch channel, which is currently 155.0550 mHz.

B. Command Frequencies

Subsequent to dispatch, City resources will communicate on a command channel as directed by the District's Fire Communications Center (FCC) at the time of dispatch. The following command channels may be used:

1. Channel 5 (Command 5) 158.8050 (duplex tx)- 153.8750 (duplex rx). This will be the primary command channel for City incidents. See current Ventura County Regional Communications Plan for technical details.
2. Channel 2 (Command 2) 155.8350 (duplex tx)- 154.3250 (duplex rx) and District Channel 8 (Command 8) 154.7250 (duplex tx)- 155.9850 (duplex rx) will serve as back-up command channels for City resources. See current Ventura County Regional Communication Plan for technical details.
3. Other channels may be assigned as required by the circumstances at the time of such assignment.

C. Tactical Frequencies

Depending upon the complexity of an incident, the incident commander may direct, or FCC may request, the implementation of a tactical channel. The following tactical channels may be used:

1. Channel 6 (Tactical 6) 154.0250 (simplex). This is the primary tactical channel for City incidents used in conjunction with Command 5. See current Ventura County Regional Communications Plan for technical details.
2. Channel 3 (Tactical 3) 153.9500 (simplex) and Channel 9 (Tactical 9) 153.8300 (simplex). These channels will be used in conjunction with Command 2 and Command 8 respectively when assigned. See current Ventura County Regional Communications Plan for technical details.
3. Channel 4 (VFIRE23) 154.2950 (simplex), Channel 7 (VFIRE22) 154.2650 (simplex) and Channel 10 (VFIRE26) 154.3025 (simplex). These channels are normally used on large scale, multi-agency incidents. See current Ventura County Regional Communications Plan for technical details.
4. Other channels may be assigned as required by the circumstances at the time of such assignment.

D. Encoding

The District will use tone frequencies that are in Hz and standard Motorola "Quick-call II" protocols to provide alerts for dispatches and important messages. District will provide tone allocations as requested by City subject to technical limitations. City will determine how to decode and use tones in City facilities and resources.

E. Terminology

City and County units will use clear text for all radio transmissions.

IV. Telephone

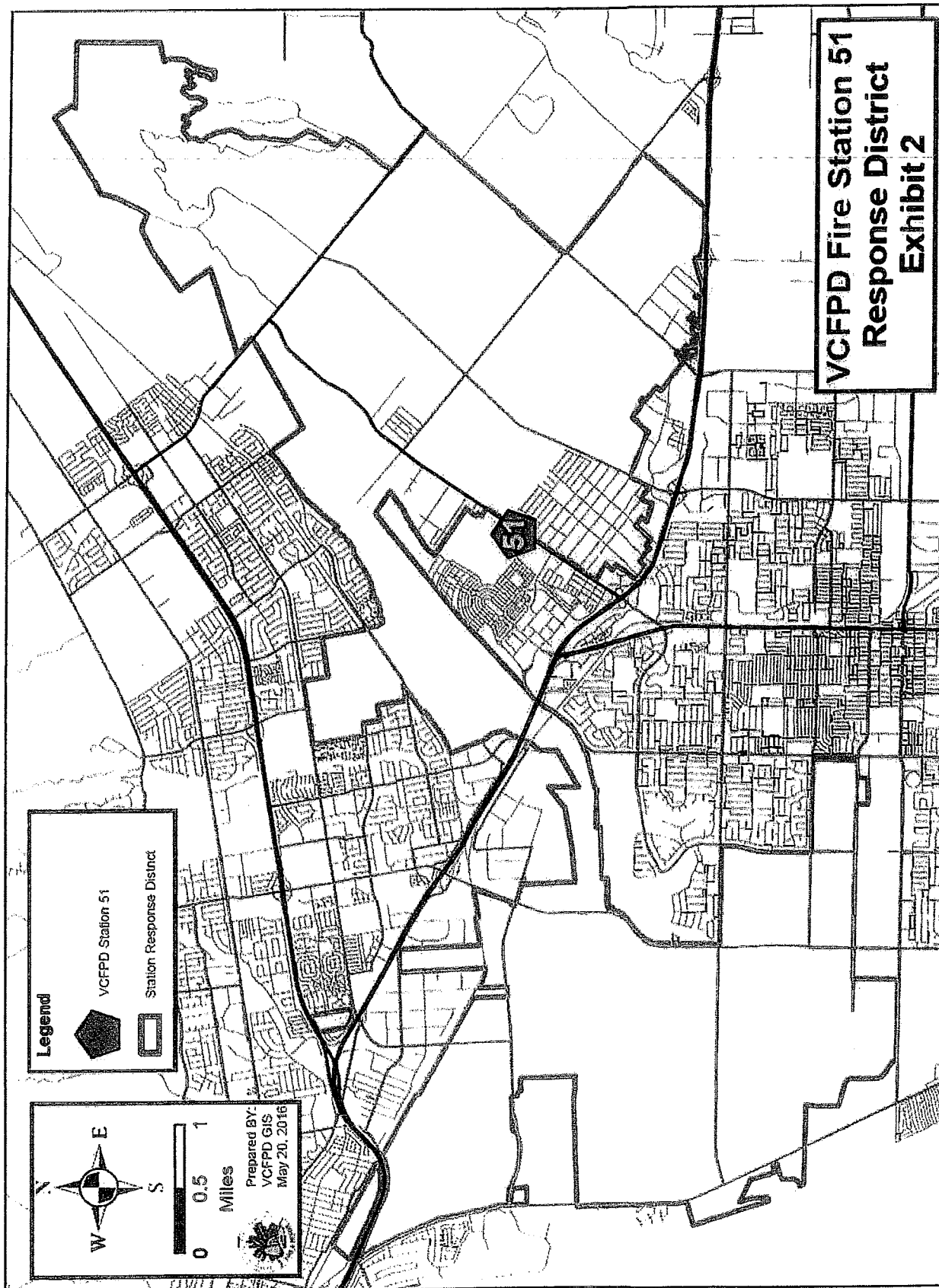
- A. City is responsible for maintaining a phone system sufficient for its needs. City will provide FCC with a list of telephone numbers essential to City's operations. These may include, but are not limited to stations, offices, pagers, and cell phones.

- B. Except in an emergency or by prior agreement, City is responsible for all primary answering of City phone numbers including 9-1-1, seven- digit emergency, and business.

V. Data

- A. District shall make data generated in the dispatch process available to the City in the current format approved by the County Information Technologies Services Division (ITSD) and in use by the District.
- B. City is responsible for all processing and presentation of data. City is responsible for all conversion of data to useable form in City applications and presentations.

VCFPD Fire Station 51 Response District-Exhibit 2



VENTURA COUNTY FIRE PROTECTION DISTRICT

MARK LORENZEN
County Fire Chief



165 Durley Avenue
Camarillo, CA 93010-8586
(805) 389-9710
FAX (805) 388-4356

August 2, 2016

Board of Directors
Ventura County Fire Protection District
800 South Victoria Avenue
Ventura, California 93009

SUBJECT:

Approval of Fire Dispatch and Automatic Aid Agreements Between the Ventura County Fire Protection District ("District") and the City of Oxnard ("City") for Fire Dispatch and Emergency (Rescue) Response Services, Effective When Signed by Both Parties; Delegation of Authority to District's Fire Chief to Execute Amendments to the Automatic Aid Agreement and to the Operational and Communications Plans Attached as Exhibits to the Fire Dispatch and Automatic Aid Agreements; Addition of Three Staff Allocations for District's FY 2016-17 Operating Budget to Provide Dispatchers Under the Terms of the Approved Agreements; and Authorization for the Auditor-Controller to Process Related Accounting Transactions

(4/5 VOTE REQUIRED FOR RECOMMENDATION NO. 4)

RECOMMENDATIONS:

1. Authorize the Fire Chief to execute the proposed Fire Dispatch Agreement and its Communications Plan (Exhibit 1) and the proposed Automatic Aid Agreement and its Operational Plan (Exhibit 2) to provide for shared services with the City of Oxnard.
2. Authorize the Fire Chief to amend the Automatic Aid Agreement and its Operational Plan, as well as the Fire Dispatch Agreement's Communications Plan, as and when needed to further implement the terms of the Fire Dispatch Agreement. (Any future amendment to the Fire Dispatch Agreement's terms will be presented to your Board.)
3. Authorize the addition of three full-time equivalent (FTE) allocations to the District's FY 2016-17 operating budget to provide dispatchers for the Fire Dispatch Agreement. Add:

<u>Class</u>	<u>Classification Title</u>	<u>FTE</u>	<u>Range</u>	<u>Annual Salary</u>
01957	Public Safety Dispatcher II	3	\$17,5218–25.7636	\$36,445–\$53,588

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Board of Directors
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4. Authorize the Auditor-Controller to prepare the accounting transactions necessary to establish the following transfer and appropriations:

(4/5TH VOTE REQUIRED)

DECREASE Fund S600 restricted for Public Protection	\$331,034
DECREASE Budget Unit 2721 Service Supplies	64,000
INCREASE Salaries and Benefits	\$395,034

FISCAL IMPACT:

Mandatory: No

Source of Funding: District Budget Unit 2721

Funding Match Required: No

Impact on Other Departments: Minimal

Summary of Total Revenues and Costs:	<u>FY 2016/17</u>	<u>FY 2017/18</u>
Revenue:	\$0	\$0
Annual Costs:		
Direct:	\$395,034	\$395,034
Contract Cost Avoidance:	<\$ 64,000>	<\$ 64,000>
Indirect – Department	\$0	\$0
Indirect – County	\$0	\$0
Total Costs:	\$331,034	\$331,034
Net District Cost:	\$331,034	\$331,034

Current FY 2016-17 Budget Projection for the Fire District - BU 2721				
	Adopted Budget	Adjusted Budget	Projected Budget	Estimated Savings/(Deficit)
Appropriations	128,520,361	128,520,361	128,520,361	-
Revenue	127,108,191	127,108,191	127,108,191	-
Net Cost	1,412,170	1,412,170	1,412,170	-

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The five-year projection of the District's revenue and expenditures indicates that there will be sufficient monies to support the District's other ongoing operations, as well as the resources required for the proposed agreements.

DISCUSSION:

The proposed Fire Dispatch Agreement (Exhibit 1) provides for the consolidation of emergency and non-emergency fire/rescue/EMS dispatch services for the City using dispatch services from the District's Fire Communication Center. This agreement aligns with the County of Ventura Strategic Plan, Focus Area #1: Good Government, in that it recognizes the efficiencies realized in providing regional dispatch services for all fire and EMS agencies. In return for fire/rescue/EMS dispatch services provided by the District, the City has agreed to continue to provide emergency and non-emergency fire/rescue/EMS coverage on a closest-resource basis to a large area within the District's current County-responsibility lands, both within and around the City. This area includes but is not limited to the Channel Islands Corridor, Hollywood Beach, Silver Strand, Oxnard Airport, Olivas Park, the Highway 1 corridor south to Las Posas Road, and the communities of El Rio and Nyeland Acres.

Under the proposed agreements, the District expects to save approximately \$64,000 each year that it currently pays the City for emergency response services in the Silver Strand and Hollywood Beach areas. One more substantial benefit of entering into these agreements is guaranteed ongoing coverage by the City for the areas currently covered by the District's Fire Station Number 51. This guaranteed coverage will enable the District to reallocate that station's engine company to expand services elsewhere.

The mutual provision of aid by closest available resources is essential to providing the most efficient emergency response services for the community. The proposed Automatic Aid Agreement and its Operational Plan (Exhibit 2) will ensure that the closest resource (fire engine, personnel, etc.) is sent to each emergency call for service regardless of jurisdictional responsibility for the area. Under the proposed Automatic Aid Agreement, the closest resources of both the District and the City will be tracked and dispatched by a single dispatch center to all emergencies in the agreed upon areas. City and District resources will operate on a common computer-aided dispatch system and share common radio frequencies. This will result in reduced response times and improved emergency services for residents of both jurisdictions. Having the closest resource provide such services has proven effective in the past, including locally through a similar set of agreements approved by your Board in 2001 between the District and the City of San Buenaventura for its fire department.

The proposed Fire Dispatch Agreement updates and supersedes an agreement with the City that was approved by your Board in 2009. The term of the proposed agreement is conditioned on the City not closing its Fire Station 67, which serves an agreed-upon

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coverage area for District Fire Station 51, and the parties not terminating the Automatic Aid Agreement. The District will also gain exclusive use of existing City radio frequencies for potential use with future communications infrastructure, with annual license fees still paid by the City. The City will also pay all associated hardware and software costs the City incurs to facilitate the changeover to District dispatch services.

At the request of the City, a feasibility study was conducted by the District to identify the technical and operational issues associated with the District's taking over dispatch services for the City. Fire dispatch services for the City are currently provided by the Oxnard Police Department. The study indicated that this service transfer is possible but would increase the District's dispatch call volume by 23 percent and require the City to operate on the District's simulcast radio system. On the other hand, the move would provide a direct cost-savings to the City, bring the City into compliance with the Ventura County Emergency Medical Services Agency (VCEMSA) Policy 910 – Emergency Medical Dispatch Systems Standard and, as previously mentioned, be highly advantageous to the public in the Oxnard service area. After consolidating these dispatch centers, the District's goal of providing efficient fire/rescue/EMS dispatch services countywide will be complete. The Oxnard Police Department supports this transition as well.

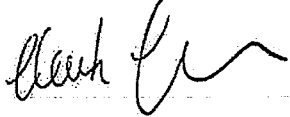
It is anticipated that a 15 percent increase in daily staffing (three additional dispatchers) at the District's dispatch center will be required to handle the estimated 23 percent increase in call-volume. The District is confident that the increase in workload can be handled with a minimal increase in dispatchers because of economies of scale, cross-training of personnel, and effective work-shift management. Although the Fire Dispatch Agreement specifies that the new fire dispatching services are scheduled to be implemented when the agreement is signed by both parties, which may not occur for the City until September, 2016, the District needs to hire the three new dispatchers and train them as soon as the recommended personnel allocations are approved by your Board.

During an evaluation process, both agencies recognized that terms found in the existing Initial Response Agreement for Fire Services between the City and the District, dated July 1, 2009, and a prior Automatic Aid Agreement, dated September 15, 1998, needed to be updated to reflect changes associated with this proposed Dispatch Agreement. Those changes are incorporated into the proposed new agreements. In addition, the new agreements will have a subordinate, annually reviewed Operational and Communications Plans signed and periodically amended by the City and District Fire Chiefs. These plans specifically describe the manner of execution of the Dispatch and Automatic Aid Agreements.

The County Executive Office, County Counsel, Human Resources, and the Auditor-Controller's Office have reviewed this Board letter. If you have any questions, please

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contact me at 389-9704 or Deputy Chief Vaughan Miller at 389-9703.



Mark Lorenzen
Fire Chief

ML/VM:jn

Attachments: Exhibit 1 – Fire Dispatch Agreement and Its Communications Plan
 Exhibit 2 – Automatic Aid Agreement and Its Operational Plan

WC-191

CERTIFICATE OF COVERAGE

06/24/2016

CSAC Excess Insurance Authority

C/O ALLIANT INSURANCE SERVICES, INC.
PO BOX 6450
NEWPORT BEACH, CA 92658-6450

PHONE (949) 756-0271 / FAX (619) 699-0901
LICENSE #0C36861

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

IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED BY: **A - See attached Schedule of Insurers**

Member:

BIG INDEPENDENT CITIES EXCESS POOL (BICEP)
MEMBER AGENCY, CITY OF OXNARD
ATTN: MIKE MORE
300 WEST THIRD STREET
OXNARD, CA 93030

COVERAGE AFFORDED BY: **B**

COVERAGE AFFORDED BY: **C**

COVERAGE AFFORDED BY: **D**

Coverages

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE 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 COVERAGE AFFORDED BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.

CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YYYY)	COVERAGE EXPIRATION DATE (MM/DD/YYYY)	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2016	07/01/2017	WORKERS' COMPENSATION: Difference between Statutory and Member's \$1,000,000 Retention EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention

LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.

Description of Operations/Locations/Vehicles/Special Items:

AS RESPECTS EVIDENCE OF COVERAGE FOR THE NATIONAL EMERGENCY GRANT.

THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST COUNTY OF VENTURA, INCLUDING ALL OF IT BOARDS, AGENCIES, DEPARTMENTS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS PURSUANT TO ENDORSEMENT NUMBER U-4

Certificate Holder

VENTURA COUNTY
HUMAN SERVICES AGENCY
CONTRACTS & GRANTS
855 PARTRIDGE DRIVE
VENTURA, CA 93003

Cancellation

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

AUTHORIZED REPRESENTATIVE



CSAC EXCESS INSURANCE AUTHORITY

ISSUE DATE:

07/05/2016

CERTIFICATE OF COVERAGE

PRODUCER: Alliant Insurance Services, Inc. P.O. BOX 6450 NEWPORT BEACH, CA 92658-6450 PH (949) 756-0271 / FAX (949) 756-2713 LICENSE NO. 0C36861	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 MEMORANDUM OR POLICY BELOW:
INSURED: BIG INDEPENDENT CITIES EXCESS POOL MEMBER: CITY OF OXNARD ATTN: MIKE MORE FINANCIAL SERVICES MANAGER 300 WEST THIRD STREET OXNARD, CA 93030	COMPANIES AFFORDING COVERAGE
	COMPANY LETTER (A) BIG INDEPENDENT CITIES EXCESS POOL
	COMPANY LETTER (B)
	COMPANY LETTER (C)
	COMPANY LETTER (D)
	COMPANY LETTER (E)
	COMPANY LETTER (F)

COVERAGES

THIS IS TO CERTIFY THAT THE MEMORANDUM OF COVERAGE OR POLICY(IES) LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY OR MEMORANDUM 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 COVERAGES AFFORDED BY THE MEMORANDUM OR POLICY(IES) DESCRIBED HEREIN ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM OR POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPES OF COVERAGES	MEMORANDUM OR POLICY NUMBER	MEMORANDUM OR POLICY EFFECTIVE	MEMORANDUM OR POLICY EXPIRES	LIMIT	
A	EXCESS LIABILITY OCCURRENCE FORM INCLUDING AUTOMOBILE LIABILITY	BO-02	07/01/2016	07/01/2017	BI & PD COMBINED	DIFFERENCE BETWEEN \$2,000,000 POOL LIMIT AND \$1,000,000 SELF-INSURED RETENTION

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS:
 AS RESPECTS NATIONAL EMERGENCY GRANT.

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED SOLELY WITH RESPECT TO BODILY INJURY AND PROPERTY DAMAGE ARISING OUT OF OPERATIONS AS DESCRIBED BY OR ON BEHALF OF THE NAMED INSURED

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER

COUNTY OF VENTURA
 ATTN: HUMAN SERVICES AGENCY
 CONTRACTS & GRANTS
 855 PARTRIDGE DRIVE
 VENTURA, CALIFORNIA 93003

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

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT DOES NOT CHANGE THE MEMORANDUM. PLEASE READ IT CAREFULLY.

ADDITIONAL COVERED PARTY – COVERED INDEMNITY CONTRACT

This endorsement identifies coverage provided under the following:
BICEP MASTER MEMORANDUM OF LIABILITY COVERAGE

The following wording can be found in Section II, Definitions:

6. COVERED PARTY -- means:

- f. Any person or entity holding a certificate of coverage duly issued by BICEP, as limited therein (“ADDITIONAL COVERED PARTY”). An ADDITIONAL COVERED PARTY is not covered for claims arising from the ADDITIONAL COVERED PARTY’s sole negligence or for claims by another COVERED PARTY.
- g. Any person, entity or organization to whom the COVERED PARTY is obligated by virtue of a COVERED PARTY INDEMNITY CONTRACT to provide coverage solely with respect to BODILY INJURY AND PROPERTY DAMAGE arising out of:
 - i. Premises leased, used or occupied by the COVERED PARTY
 - ii. AUTOMOBILES leased or rented by the COVERED PARTY
 - iii. Equipment owned, leased, rented, maintained or used by the COVERED PARTY
 - iv. Mortgagees of the COVERED PARTY; or
 - v. Property owners and property managers of property owned, leased, rented or occupied by the COVERED PARTY,
 - vi. However, these COVERED PARTY INDEMNITY CONTRACT coverages do not apply to:
 - aa. An OCCURRENCE which takes place prior to or after the COVERED PARTY ceases to occupy the premise stated in the COVERED INDEMNITY CONTRACT,
 - bb. Any structural alternation, new construction or demolition operations performed by or on behalf of the COVERED PARTY
 - cc. Any PUBLIC ENTITY ERRORS AND OMISSIONS or EMPLOYMENT PRACTICES.
- h. The coverage set forth in subsection (g) immediately above will be limited to any limits of coverage within the terms of the COVERED INDEMNITY CONTRACT or the LIMITS OF COVERAGE within this MEMORANDUM, whichever is less, and will apply in excess to any underlying insurance or the COVERED PARTY’S SELF-INSURED RETENTION. BICEP will not be obligated for LIMITS OF LIABILITY greater than that provided by this MEMORANDUM.

Exhibit 2

**AUTOMATIC AID AGREEMENT
BETWEEN THE
CITY OF OXNARD FIRE DEPARTMENT (CITY)
AND THE
VENTURA COUNTY FIRE PROTECTION DISTRICT (DISTRICT)**

This Automatic Aid Agreement ("Agreement") is made this ____ day of _____, 2016, by and between the Ventura County Fire Protection District ("District") and the City of Oxnard ("City"), each of which is also described herein as a "party" or an "agency".

WITNESSETH

WHEREAS, District and City maintain organized and equipped fire departments charged with the duty of fire protection within their respective jurisdictions; and

WHEREAS, District and City agree that both parties would benefit from entering into this Agreement; and

WHEREAS, pursuant to Government Code section 55631 et seq., City and District are authorized to provide and have requested of each other fire protection and rescue initial action response within a specified Automatic Aid Area wherein the services of the fire department of one party are extended extraterritorially to the aid of the other party; and

WHEREAS, District and City have entered into an Operational Plan, a copy of which is attached hereto and incorporated herein as if set forth in full by this reference (Plan), specifying response and resource criteria; and

WHEREAS, City and District agree to provide the requested initial action response within the specified Automatic Aid Area as set forth herein.

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

1. INITIAL ACTION RESPONSE- AUTOMATIC AID

- A. District agrees to provide an initial action response as set forth in Operational Plan located within the jurisdiction of City.
- B. City agrees to provide an initial action response as set forth in the Plan located within the jurisdiction of District within the first two alarms.
- C. For initial action response pursuant to this Agreement, City and District agree to provide first and greater alarm fire apparatus accompanied by a minimum staffing of three fire personnel including a captain.

2. RESPONSE NOTIFICATION

Each party agrees to respond to an alarm in a manner determined by both parties and as described and outlined in the Plan.

3. LIMITATIONS ON PERFORMANCE

City and District agree that no guarantee of initial action response is stated or implied by this Agreement. City and District agree to assist one another within the limits of each party's initial action capabilities. City and District further agree that assistance rendered pursuant to this Agreement will be dependent upon the status of District's and City's available resources and emergency conditions existing within each party's jurisdiction.

4. DIRECTION AT SCENE – RELEASE

- A. District and City agree that at the scene of any response the agency that has jurisdiction of the specific area of the Automatic Aid Area shall provide a battalion commander rank or higher who will direct all activities at the scene and will have sole authority to release any engine company from the scene.
- B. In those instances where the out-of-jurisdiction agency arrives prior to the agency that has jurisdiction, the out-of-jurisdiction agency will take the necessary action dictated by the situation. After the agency that has jurisdiction arrives, that agency will take responsibility for directing activities at the scene. The out-of-jurisdiction agency's personnel will take direction from the officer in charge of the agency that has jurisdiction.
- C. The personnel and fire apparatus of the out-of-jurisdiction agency shall be released from the scene by the officer in command as soon as practicable.

5. RESPONSIBILITIES OF DISTRICT AND CITY – COSTS

- A. District and City agree that each agency shall assume and bear its own costs of providing initial action response pursuant to this Agreement. Further, District and City agree that the mutual benefits received by the District and City pursuant to this Agreement shall constitute the sole consideration for services performed hereunder.
- B. District and City agree that the costs each agency will assume and bear are all costs to each agency, respectively, arising out of its performance and administration of this Agreement, including each agency's:
 - i. Salaries and fringe benefits of its personnel;

- ii. Equipment expense, including all depreciation, maintenance, repairs, fuel, lubrication, insurance coverage, replacement, etc.;
- iii. General liability and workers' compensation insurance coverage; and
- iv. Water charges incurred and assessed.

6. INDEMNIFICATION – INSURANCE

- A. District and City agree that, except as expressly stated herein, no indemnification by either party of the other is agreed or to be implied by the terms of this Agreement. District and City agree that the agency that has jurisdiction shall be responsible for injuries or damages to third parties caused by employees of the out-of-jurisdiction agency only when the injuries or damages are the result of specific direction to such employee by the officer in command of the agency with jurisdiction.
- B. District agrees to provide City with a certificate of self-insurance in a form satisfactory to City.
- C. City agrees to provide District with a certificate of self-insurance in a form satisfactory to District.
- D. District and City agree to obtain and maintain workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.

7. REPRESENTATIVES OF DISTRICT AND CITY

- A. District hereby designates District's Fire Chief or designee as the person responsible for administration of this Agreement.
- B. City hereby designates City's Fire Chief or designee as the person responsible for administration of this Agreement.
- C. District and City agree that this Agreement shall be reviewed annually by the designated representatives of District and City.
- D. This Agreement shall not be interpreted to relieve either District or City from providing adequate fire and rescue services within its jurisdiction.
- E. District and City represent that each has sufficient equipment and apparatus to perform the obligations of this Agreement.

8. TERM OF AGREEMENT

The term of this Agreement shall commence on the date that this Agreement has been executed by both District and City. This Agreement shall continue until amended or terminated, as provided herein.

9. TERMINATION

- A. This Agreement may be terminated by District if District's Fire Chief notifies City, in writing, of District's desire to terminate the Agreement. Such termination shall be effective 90 calendar days from the date of personal delivery or mailing of such notice by certified mail, return-receipt requested.
- B. This Agreement may be terminated by City if City's Fire Chief notifies District, in writing, of City's desire to terminate the Agreement. Such termination shall be effective 90 calendar days from the date of personal delivery or mailing of such notice by certified mail, return-receipt requested.

10. COVENANTS AND CONDITIONS

District and City agree that each term and each provision of this Agreement to be performed by District and City shall be construed to be both a covenant and a condition.

11. GOVERNING LAW

District and City agree that the construction and interpretation of this Agreement and the rights and duties of District and City hereunder shall be governed by the laws of the State of California.

12. COUNTERPARTS

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

13. AUTHORITY TO EXECUTE

- A. District acknowledges that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board of Directors of the District.
- B. City acknowledges that the person executing this Agreement on behalf of the City has been duly authorized to do so by the City Council of the City.

14. NOTICES

Except as otherwise provided elsewhere in this Agreement, all notices given or required to be given pursuant to this Agreement shall be in writing and may be given by facsimile (FAX), personal delivery or certified mail. Notices shall be sent to the following persons and addresses:

To District:

Fire Chief
Ventura Co. Fire Protection Dist.
165 Durley Avenue
Camarillo, CA 93010
Phone No.: 805 389-9710
FAX No.: 805 388-4392

To City:

Fire Chief
Oxnard City Fire Department
360 West Second Street
Oxnard, CA 93030
Phone No.: 805 385-7722
FAX No.: 805 385-8009

15. AMENDMENT

District and City agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modification to this Agreement, however, shall be effective only when agreed to in writing by both District's Fire Chief and City's Fire Chief.

16. ENTIRE AGREEMENT

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

17. STATUS OF OTHER AGREEMENTS

This Agreement supersedes the "Automatic Aid Agreement" dated September 15, 1998, and the "Initial Response Agreement for Fire Services between the City of Oxnard and the Ventura County Fire Protection District" dated July 1, 2009.

Ventura County Fire Protection District:**City of Oxnard Fire Department:**

Mark Lorenzen, Fire Chief Date

Fire Chief Date

**AUTOMATIC AID AGREEMENT
BETWEEN THE
CITY OF OXNARD FIRE DEPARTMENT (CITY)
AND THE
VENTURA COUNTY FIRE PROTECTION DISTRICT (DISTRICT)**

OPERATIONAL PLAN

Response by City into District Area

Automatic Aid - Closest Resource

Fire apparatus will be dispatched as "Closest Resource" for up to two (2) engines and one (1) truck to an incident. Closest Resource is defined as the closest resources (engine or support) with respect to driving time from station to incident. Response order will be determined by District's computer aided dispatching (CAD) system. All incident types are included.

Closest Resource areas are identified to include but not restricted to the Port of Hueneme; any County unincorporated areas (islands) within the City; the city of Port Hueneme; the communities of Saticoy, El Rio, Nyeland Acres, Hollywood Beach, Hollywood By-the-Sea, and Silver Strand; McGrath State Beach; Olivas Park area including Victoria Avenue and Harbor Blvd. corridors to the Ventura City line; and the Oxnard plains.

The City battalion chief is to be notified at time of dispatch when two (2) or more City fire resources are dispatched to an incident outside the City limits. The closest battalion chief, whether City or District, will be dispatched to incidents as dispatch levels indicate. The closest District battalion chief will be dispatched to incidents in the city when the City battalion chief is unavailable.

Specialized Resources

Specialized resources for Hazardous Materials Response, Urban Search and Rescue Response (USAR), Ocean Rescue Response, Light and Air Response, Support Company Response, and Crash Rescue Response for petroleum-based fires and aircraft incidents shall be provided in accordance with and defined in the 2015 Ventura County Fire Services Regional Emergency Response Operations Agreement, dated January 26, 2016.

US Coast Guard Responses

Pursuant to terms of the agreement between the District and the United States Coast Guard-Channel Islands, dated December 4, 2001, the Fire Communications Center (FCC) will continue to dispatch the nearest District engine when requested.

Fire Station Coverage

When requested and available, City will provide coverage for District Station 51 from either City Station 67 or 64, and coverage for District Station 53 from either City Station 62 or 66. During periods of high emergency activity and resource drawdown, City resources may cover other areas of the District while maintaining agreed upon minimum City coverage.

Response by District into City Area

Automatic Aid - Closest Resource

Fire Apparatus will be dispatched as Closest Resource for up to two (2) engines and one (1) truck to an incident and includes the entire City. CAD determines response order. All additional resources are by mutual aid request.

Specialized Resources

Specialized resources for Hazardous Materials, Urban Search and Rescue (USAR), Ocean Rescue, Light and Air, Support Company, and Crash Rescue responses for petroleum-based fires and aircraft incidents shall be provided in accordance with and defined in the 2015 Ventura County Fire Services Regional Emergency Response Operations Agreement, dated January 26, 2016.

The District will respond with one (1) helicopter and one (1) District Battalion Chief to assist the City on all rescue type calls within the coastal response districts within the City limits without cost to the City. This recognizes the District's coastal jurisdictional responsibility below the mean high tide line to a distance of three (3) miles seaward from the Los Angeles County Line to the Santa Barbara County Line. Helicopter usage for Fire missions within the City limits for other than coastal rescue type responses will be billable to the City at the current rates published by the Sheriff's Air Unit.

Fire Station Coverage - Closest Resource Incident

During a Closest Resource incident, FCC will arrange for coverage into the City so the City will have a minimum of four (4) City stations covered by three (3) engines and one (1) support company. Coverage may include resources from other agencies through mutual aid.

If City Battalion Chief is committed on District incident, closest available District Battalion Chief will be dispatched on subsequent incidents in the City as response levels indicate.

Generally, station coverage will be initiated following an on-scene report of working incident with on-scene units expected to be unavailable for greater than 30 minutes.

Fire Station Coverage - Non-Emergency/Drill Coverage

District Engine 51 will provide City cover during drills and other non-emergency operations from fire station OXD67 / VNC51. District Engine 53 will provide City cover

during drills and other non-emergency operations from VNC fire station 53. Coverage will be provided upon request by the City and granted depending upon District availability.

Truck/Support Company

District will provide Truck/Support Company response for second alarm incidents in the City, and initial dispatch if City trucks are unavailable. Additionally, said Truck/Support Company will move into either District Fire Station 51 or City Fire Station 68. The staged Truck/Support Company will be available for both City and regional response. Truck/Support Company move and staging shall be initiated whenever the City trucks are on a working incident and are anticipated to be unavailable for greater than 30 minutes.

Ventura County Fire Protection District:

City of Oxnard Fire Department:

Mark Lorenzen, Fire Chief

Date

Fire Chief

Date