

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 20, 2016
Regular Meeting - 6:00 PM
Closed Session - (4:30 PM)
Appointment Item - (5:00 PM)

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: OXNARD CITY COUNCIL

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION

1. Conference with Legal Counsel – Potential Litigation

CC Government Code Section 54956.9(d)(2)
In Re the Late Claim Application of Roy Rodriguez
City Attorney Claim No. 2016-0079

Significant exposure to litigation pursuant to California Government Code Section 54956.9(d)(2) in one potential case, Claimant: Roy Rodriguez.

The City Attorney requested that this item be discussed in closed session under the Brown Act exception of Conference with Legal Counsel – Anticipated Litigation. The purpose of the closed session is for the City Council to consider whether to allow the late claim of Roy Rodriguez to be filed.

D. APPOINTMENT ITEMS

Public Works Department

1. SUBJECT: Ratepayers Assistance Program Implementation Plan (10/30/20)

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

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

RECOMMENDATION: That City Council approve a resolution adopting a Ratepayers Assistance Program.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

E. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating October, 2016 as "Multicultural Month".

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: Adoption of Smoking Ordinance

RECOMMENDATION: That City Council Waive the Second Reading and Adopt Ordinance 2908 Adding Article XVII to Chapter 7 of the City Code Pertaining to Smoking Regulations.

Legislative Body: CC

Contact: Stephen M. Fischer

Phone: 385-7483

City Manager Department2. 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 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.

Voyager/US Bank Voyager Fleet Systems for purchase of compressed natural gas (CNG) for CNG-powered trucks and other vehicles (\$100,000).

Sam Hill & Sons, Inc., for rehabilitation of four upstream sewer manholes (\$65,306).

Sam Hill & Sons, Inc., for repairs made from May 9 – 13, 2016 to leaking water main on Ventura Road and Beverly Drive (\$33,414).

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

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Cultural and Community Service Department3. SUBJECT: U.S. Fish and Wildlife Service Coastal Program Grant Agreements

RECOMMENDATION: That City Council:

Adopt a resolution 1) approving and authorizing the City Manager to execute a Coastal Program Participation Agreement with the U.S. Fish and Wildlife Service and the California State Coastal Conservancy; 2) approving and authorizing the City Manager to execute a Coastal Program Participation Agreement with the U.S. Fish and Wildlife Service and The Nature Conservancy; and 3) approving and authorizing the Mayor to execute a five year License Agreement with the California State Coastal Conservancy in order to implement the Ormond Beach Clean-up and Restoration Project.

Approve budget appropriations to recognize the U.S. Fish and Wildlife Service Coastal Program grant award in the amount of \$36,052 (\$28,381 for the State Coastal Conservancy property project site, and \$7,671 for The Nature Conservancy property project site), with an in-kind match of \$31,364.66 (104-5511-805).

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

Development Services Department4. SUBJECT: Second Reading and Adoption of Ordinance 2909 Establishing Expedited Permit Process for Electric Vehicle Charging Station

RECOMMENDATION: That City Council adopt Ordinance 2909 establishing an expedited permit process for electric vehicle charging stations.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

M. PUBLIC HEARINGS**Housing Department**

1. **SUBJECT:** The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2015-2016 (10/30/15)

RECOMMENDATION: That the City Council accept the City of Oxnard's CAPER for FY2015-2016.

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

N. REPORTS**Economic Development Department**

1. **SUBJECT:** Receive a Report on Ygrene and the Residential and Commercial Property Assessed Clean Energy (PACE) Financing Program (10/20/10)

RECOMMENDATION: That the City Council adopt a resolution consenting to Inclusion of Properties within the City's Jurisdiction in the California Home Finance Authority (CHF) Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in the CHF joint exercise of powers authority related thereto ("SB 555 PACE Program Resolution"); and

That the City Council adopt a resolution consenting to Inclusion of Properties within the City's Jurisdiction in the California Home Finance Authority AB 811 PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure ("AB 811 PACE Program Resolution").

Legislative Body: CC

Contact: Kymberly Horner

Phone: 385-7407

Public Works Department

2. **SUBJECT:** Fourth Amendment to Purchase Order No. 4203 with Kemira Water Solutions for Supply and Delivery of Ferric Chloride to the Wastewater Treatment Plant (5/5/5)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Fourth Amendment to Purchase Order No. 4203 with Kemira Water Solutions (Kemira) for the supply and delivery of Ferric Chloride to the Wastewater Treatment Plant, extending the expiration date from June 30, 2016 to October 16, 2016 and adding \$125,000 to the amount, increasing the total from \$1,529,790 to \$1,654,790.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

O. PUBLIC COMMENTS ON REPORTS

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

P. PUBLIC COMMENTS ON STUDY SESSION

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

Q. STUDY SESSION

R. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: September 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Ratepayers Assistance Program Implementation Plan (10/30/20)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approve a resolution adopting a Ratepayers Assistance Program.

BACKGROUND

Unlike utilities regulated by the California Public Utilities Commission (CPUC), cities, such as Oxnard, are prohibited by state law (Propositions 218 & 26) from funding their financial relief programs with charges to their customers. Cities must fund their programs with discretionary funds, voter-approved special taxes, or donations from citizens and businesses. Some cities are also funding programs using interest revenue from Operations and Maintenance Fund balance. The City of Camarillo provides qualifying low income senior customers with a discount off its wastewater charges and waives the variable portion of the water charges, as long as water usage does not exceed 10 hundred cubic feet (HCF) per month. This program is funded by a voter-approved special tax. The City of Port Hueneme provides qualifying low income customers with a 15% discount on its water, wastewater & solid waste charges.

In January 2016, the City Council approved the City staff to develop an implementation plan for a ratepayers' assistance program. The Ratepayers Assistance Program (Program) will assist eligible ratepayers in the form of financial assistance to be applied directly to the ratepayers' monthly bill.

Ratepayers Assistance Program Implementation Plan

September 20, 2016

Page 2

The initial proposed financial assistance to the eligible ratepayers shall be a fixed discount amount up to \$10 per month beginning in 2016, increasing by \$2.50 per year up to \$20 per month by the year 2020. Thereafter, the discount will remain \$20.00. The proposed financial assistance amount may be adjusted, if necessary, and is subject only to the restrictions of adequate funding from donations, grants and non-rate interest revenue derived from the operations and maintenance fund balance. If the discount amount is greater than the ratepayers' monthly bill amount, the discount will only be applied to the monthly bill amount and no credit will be provided to the ratepayer for the overage.

The City will accept donations, pursue grants and use non-rate interest revenue derived from the operations and maintenance fund balance. Approximately \$13,000 has been collected in donations to support the program. The priority of funds to be used shall be the donations until all funds have been exhausted and the subsequent funding will come from interest revenue derived from the operations and maintenance fund balance.

The process of notification could include community outreach efforts to provide notification about the Program and the positive impact.

Ratepayers who meet all the following criteria will be eligible for the financial assistance:

- a. Must be residents of the City of Oxnard at the date of application;
- b. Must be at least sixty-five (65) years of age or older and the designated head of household at the date of application;
- c. Must have an annual income that does not exceed the qualifying limits for extremely low-income families as defined by the U.S. Department of Housing and Urban Development;

Persons in Family	FY 2016 Extremely Low Income Limits*
1	\$19,600
2	\$22,400
3	\$25,200
4	\$28,000
5	\$30,250
6	\$32,580
7	\$36,730
8	\$40,890

*U.S. Department of Housing and Urban Development (2016)

- d. Must reside in the applicable single-family residential structure, or a condominium or townhome unit and be the residential utility account holder of record for utility services at the date of application or the designated head of household of the applicable residential location;

- e. Must meet City water usage qualifications by using less than an average of 9 hundred cubic feet (HCF) of water per month over the prior twelve months or from the date of initiation if account is less than twelve months;

Verification of eligibility can be any of the following forms of documentation:

- a. Proof of Residency: lease agreements; mortgage statements; property tax bills.
- b. Proof of Age and Identification: California driver's license, passport or other government-issued identification.
- c. Proof of Income and Head of Household Status: Federal income tax returns.
- d. Proof of Accountholder Status and Usage: Most recent utility bill.

The Program and all applications shall be reviewed on an annual basis for continued funding resources and ratepayer eligibility standards. A City Appeal Hearing Officer process will be available for applicants that do not meet the program standards and would pursue further review.

STRATEGIC PLAN

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.

FINANCIAL IMPACT

The Program will be funded from the non-rate interest revenue derived from the operations and maintenance fund balance, donations and grant funds, which equates to approximately \$85,000 the first year and up to \$200,000 in year five. First year staffing projections would be 0.50 of a utility customer service representative - \$30,000, and 0.20 of a public works project manager - \$26,400.

Ratepayers Assistance Program Implementation Plan
September 20, 2016
Page 4

ATTACHMENTS:

Attachment A - Resolution Adopting a Ratepayers Assistance Program

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING A RATEPAYERS ASSISTANCE PROGRAM

WHEREAS, the City of Oxnard provides water, wastewater, and solid waste services to residents and businesses within the community; and

WHEREAS, clean water and good sanitation are essential to public health and safety and improve the quality of life of residents; and

WHEREAS, the City desires to assist eligible low-income utility customers 65 years old or older with financial assistance to help pay their monthly utility bills; and

WHEREAS, it is estimated the number of households in the community of Oxnard led by persons 65 years old or older is approximately 663, as estimated by the American Community Survey (2010) of the U.S. Census; and

WHEREAS, ratepayers must meet the certain eligibility criteria to receive the financial assistance from the City; and

WHEREAS, the City may fund a ratepayers assistance program using discretionary funds, voter-approved special taxes, donations from citizens and businesses, grant funding or non-rate interest revenue derived from the utilities' operations and maintenance fund balance; and

WHEREAS, the City Council desires to adopt a ratepayers assistance program.

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

1. The foregoing recitals are true and correct.
2. Adoption of Program. The Ratepayers Assistance Program (Program) that is further explained in Exhibit A, which is attached hereto and incorporated herein by this reference, is hereby adopted. The City Manager is authorized to take all administrative actions necessary to implement the Program and to make non-substantive modifications that may be necessary for the Program's operation.
3. If any section, sentence, clause or phrase of this Resolution or exhibit thereto is determined to be invalid, illegal or unconstitutional by a decision or order of any court or agency of competent jurisdiction, then such decision or order will not affect the validity and enforceability of the remaining portions of this Resolution. The City Council declares that it would have adopted the Resolution, and each exhibit, section, sentence, clause or phrase thereof, regardless of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

4. CEQA. According to Section 15378 of Title 14 of the California Code of Regulations, the California Environmental Quality Act (CEQA) defines a “project” as “the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” The term does not apply to general policy and procedure making that does not have the potential for resulting in a direct, or a reasonably foreseeable indirect, physical change in the environment. The Program is a policy and procedure making that does not have the potential for resulting in a direct, or a reasonably foreseeable indirect, physical change in the environment as it does not build, install, demolish or otherwise affect land use. Since this is not considered a “project” under CEQA, no further environmental review is required.

PASSED AND ADOPTED THIS _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit A

Ratepayers Assistance Program (Program)

1. Program Description. The City shall provide the Ratepayers Assistance Program (Program) to eligible ratepayers in the form of financial assistance to be applied directly to the ratepayers' monthly bill.

The initial proposed financial assistance to the eligible ratepayers shall be a fixed discount amount up to \$10 per month beginning in 2016, increasing by \$2.50 per year up to \$20 per month by the year 2020. Thereafter, the discount will remain \$20.00. The proposed financial assistance amount is subject only to the restrictions of adequate Program funding. If the discount amount is greater than the ratepayers' monthly bill amount, the discount will only be applied to the monthly bill amount and no credit will be provided to the ratepayer for the overage.

2. Funding. The City will accept donations, pursue grant opportunities and use non-rate interest revenue derived from the operations and maintenance fund balance. The priority of funds to be used shall be the use of donations until all funds have been exhausted and the subsequent funding will come from use of the non-rate interest revenue derived from the operations and maintenance fund balance.

3. Notices. Community outreach efforts will be used to notify the public about the Program and the positive impact it will have on the community by helping to ensure the eligible ratepayers have access to this vital resource.

4. Application. Eligible ratepayers wishing to participate in the Program complete a written application and declaration of eligibility. Based on this application, City staff will determine whether the ratepayer is eligible to participate in the Program.

5. Eligibility. Funds shall only be applied to utility accounts with the City on behalf of ratepayers who meet all the following criteria:

- a. Must be residents of the City of Oxnard at the date of application;
- b. Must be at least sixty-five (65) years of age or older and the designated head of household at the date of application;
- c. Must have an annual income that does not exceed the qualifying limits for extremely low-income families as defined by the U.S. Department of Housing and Urban Development;

Persons in Family	FY 2016 Extremely Low Income Limits*
1	\$19,600
2	\$22,400
3	\$25,200
4	\$28,000
5	\$30,250
6	\$32,580
7	\$36,730
8	\$40,890

*U.S. Department of Housing and Urban Development (2016)

- d. Must reside in the applicable single-family residential structure, or a condominium or townhome unit and be the residential utility account holder of record for utility services at the date of application or the designated head of household of the applicable residential location;
 - e. Must meet City water usage qualifications by using less than an average of 9 hundred cubic feet (HCF) of water per month over the prior twelve months or from the date of initiation if account is less than twelve months.
6. Verification. City staff may verify Program eligibility through the following forms of documentation:
- a. Proof of Residency: California driver's license or other government issued identification; lease agreements; mortgage statements; rent/mortgage receipt; home owner's insurance; property tax bill; employment records; utility bill.
 - b. Proof of Age: California driver's license, passport or other government-issued identification.
 - c. Proof of Income and Head of Household Status: Federal income tax returns.
 - d. Proof of Accountholder Status and Usage: Most recent utility bill.
7. Only one discount shall be applied per household.
8. First-come, first-served. The City will apply existing funding for this Program on a first-come, first-served basis. The City cannot guarantee that at any time there will be adequate funds for all eligible applicants.
9. Annual Review. The Program and all applications shall be reviewed on an annual basis for continued funding resources and each ratepayer's eligibility standards.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: September 20, 2016

TO: City Council

FROM: Stephen Fischer
City Attorney

A handwritten signature in black ink, appearing to be "mf" or similar initials.

SUBJECT: Adoption of Smoking Ordinance

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

RECOMMENDATION:

That City Council Waive the Second Reading and Adopt Ordinance 2908 Adding Article XVII to Chapter 7 of the City Code Pertaining to Smoking Regulations.

BACKGROUND

This agenda item is for the adoption of the ordinance regulating smoking that was introduced and approved by the City Council at the meeting of September 6, 2016. At that meeting the City Council approved the first reading and subsequent adoption of the ordinance.

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

Adoption of Smoking Ordinance
September 20, 2016
Page 2

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 will be dedicated to enforcement. The estimated general fund cost for signs at City parks is between \$5,250 and \$9,000. There is sufficient FY16-17 funding available in the Parks budget (101-5701).

ATTACHMENTS:

Attachment A - Smoking Ordinance - adoption

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2908

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 of 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. 2908 was first read on September 6, 2016, and finally adopted on September 20 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: Info/Consent

AGENDA ITEM NO.: 2

DATE: September 20, 2016

TO: City Council

FROM: Greg Nyhoff
City Manager

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

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 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.

- A. Voyager/US Bank Voyager Fleet Systems for purchase of compressed natural gas (CNG) for CNG-powered trucks and other vehicles (\$100,000).
- B. Sam Hill & Sons, Inc., for rehabilitation of four upstream sewer manholes (\$65,306).
- C. Sam Hill & Sons, Inc., for repairs made from May 9 – 13, 2016 to leaking water main on Ventura Road and Beverly Drive (\$33,414).

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 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.

Agreements for City Council Review
September 20, 2016
Page 2

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 20, 2016

City Manager Contract List for 09/20/2016

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

A Purchase of CNG (Compressed Natural Gas) for CNG-Powered Trash Trucks and Other Vehicles

Vendor:	Voyager/US Bank Voyager Fleet Systems	Amount to be Approved:	\$100,000
Type:	Purchase Order	Current FY Amount:	\$100,000
Agreement No.:		Total Contract Amount:	\$100,000
Amendment No.:	N/A	Funding Source:	Internal Service Funds
Purchase Order No.:	2813	Vendor Selection Process:	Joint Purchase
Begin Date:	07/01/2016	# of Bids/Proposals/Quotes:	N/A
End Date:	06/30/2017	Project Manager:	Joseph Rodriguez
Term:	1 year	Department:	Public Works/Maintenance Services Division/Fleet Services
		Telephone:	385-8011
		Email:	Joseph.Rodriguez@oxnard.org

Purpose:

Staff is requesting authorization to enter into a Purchase Order with Voyager/US Bank Voyager Fleet Systems in the amount of \$100,000 for the purchase of compressed natural gas (CNG) for the City's CNG-powered trash trucks and other vehicles.

In June 2004, the City of Oxnard participated in the State of California's Master Contract with Voyager for fleet fueling. Agreement No. DGS-OFA-03-FC-1 began on July 1, 2004, and was extended through October 31, 2016, by RFP-DGS-OFA-OPPS-06. The agreement allowed for local agencies of the State, to utilize this contract.

Pursuant to the City's purchasing policies, Fleet Services is allowed to utilize the State of California's Master Contract with Voyager for Fleet Fueling. In 2003, estimated monthly purchases were \$300. In 2016, the City purchased five (5) trash trucks needing CNG from the 1600 Patton Court fueling station in Oxnard, increasing the estimated monthly purchase to \$8,000, for an annual estimate of \$100,000. Funds were budgeted in the approved Fiscal Year 2016-2017 budget.

City Manager Contract List for 09/20/2016

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

B Non-Scheduled Repairs Wastewater and Storm Drain Systems

Vendor: Sam Hill & Sons, Inc.
Type: Task Order
Agreement No.: A-7721
Amendment No.: 32
Purchase Order No.: 5237
Begin Date: 10/21/2014
End Date: 10/31/2017
Term: 3 years

Amount to be Approved:
Current FY Amount: \$65,306
Total Contract Amount: \$500,000
Funding Source: \$1,565,306
Wastewater Collection Operating
Public Works Bid
Vendor Selection Process: 5
of Bids/Proposals/Quotes:
Project Manager: Daniel Rydberg, Public Works Director
Department: Public Works, Wastewater Division
Telephone: 432-3575
Email: thien.ng@oxnard.org

Purpose:

This Task Order is for the rehabilitation of four upstream sewer manholes that were determined to be the root cause of a sanitary sewer spill that occurred on May 11, 2016 near the intersection of Etting Road and Olds Road. The camera inspection performed by staff determined the cause for the blockage in the line was due to the aging and deteriorated upstream sewer manholes. To prevent future spills in the area, it was decided to rehabilitate the manholes.

On March 25, 2014, the City Council approved Project Specification No. 14-12 and authorized staff to conduct a public bid. The public bid was advertised on July 18, 2014 and closed with a public bid opening on August 20, 2014. City Procurement received five bids. Upon department and procurement staff review of all documentation received, it was determined the bid received from Sam Hill & Sons, Inc. was a responsible and responsive lowest bid. This contract was budgeted for in the approved Fiscal Year 2016-2017 budget.

C Water Systems Non-Scheduled Emergency Repairs

Vendor: Sam Hill & Sons, Inc.
Type: Task Order
Agreement No.: A-7833
Amendment No.: 6
Purchase Order No.: 5912
Begin Date: 01/01/2016
End Date: 01/01/2019
Term: 3 years

Amount to be Approved:
Current FY Amount: \$33,414
Total Contract Amount: \$600,000
Funding Source: \$1,833,414
Water Operating Funds
Public Works Bid
Vendor Selection Process: 3
of Bids/Proposals/Quotes:
Project Manager: Daniel Rydberg, Public Works Director
Department: Public Works, Water Division
Telephone: 276-5194
Email: omar.castro@oxnard.org

Purpose:

This Task Order is for repairs made from May 9, 2016 through May 13, 2016 to a leaking water main on the recycled water line at Ventura Road and Beverly Drive.

On July 21, 2015, the City Council approved Project Specification No. UD15-29 and authorized staff to conduct a public bid. The public bid was advertised on August 6, 2015 and closed with a public bid opening on September 9, 2015. City Procurement received three bids. Upon department and procurement staff review of all documentation received, it was determined the bid received from Sam Hill & Sons, Inc. was a responsible and responsive lowest bid. This contract was budgeted for in the approved Fiscal Year 2016-2017 budget.



**CITY COUNCIL
AGENDA REPORT**

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

DATE: September 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Dir

SUBJECT: U.S. Fish and Wildlife Service Coastal Program Grant Agreements

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

RECOMMENDATION:

That City Council:

1. Adopt a resolution 1) approving and authorizing the City Manager to execute a Coastal Program Participation Agreement with the U.S. Fish and Wildlife Service and the California State Coastal Conservancy; 2) approving and authorizing the City Manager to execute a Coastal Program Participation Agreement with the U.S. Fish and Wildlife Service and The Nature Conservancy; and 3) approving and authorizing the Mayor to execute a five year License Agreement with the California State Coastal Conservancy in order to implement the Ormond Beach Clean-up and Restoration Project.
2. Approve budget appropriations to recognize the U.S. Fish and Wildlife Service Coastal Program grant award in the amount of \$36,052 (\$28,381 for the State Coastal Conservancy property project site, and \$7,671 for The Nature Conservancy property project site), with an in-kind match of \$31,364.66 (104-5511-805).

BACKGROUND

Since 1999, Oxnard City Corps has participated in and led cleanup and restoration activities at Ormond Beach. Significant efforts of City Corps at Ormond have included the removal of 29 decomposing automobiles in 2003, and the annual seasonal set up/take down of fencing that protects the habitat of federally listed endangered and threatened species. The City Corps model

includes the integration of work training, service learning, and community building outcomes for the young people involved in this field work.

The U.S. Fish and Wildlife Service has made available \$36,052.22 in federal funds for Oxnard City Corps to implement clean-up, ecological restoration, and conservation activities at Ormond Beach from 2016 through 2018. The project will establish a more formal and systematic caretaking of the site in collaboration with the U.S. Fish and Wildlife Service, the California State Coastal Conservancy, The Nature Conservancy, and community volunteers. In addition to the seasonal protection of endangered species' habitat, additional work includes geographic information system (GIS) mapping of the project area, invasive and non-native plant removal, the collection of native seed on-site, and the propagation of plants and restoration of designated areas as needed.

The project is aligned with the Ormond Beach Area Memorandum of Understanding which was approved by City Council on July 12, 2016. Specifically, the project relates to the following goals as outlined in the MOU to Protect, Manage, and Restore the Ormond Beach Area:

- Memorialize mutual goals and priorities to protect, manage and restore The Nature Conservancy (TNC), State Coastal Conservancy (SCC) and City-owned properties in the Ormond Beach Area.
- Establish collaborative working relationship to carry out goals and priorities.
- Prioritize the protection and restoration of plants, wildlife, and habitat.

Before the Ormond Beach Clean-up and Restoration Project can commence, several agreements need to be executed. The Coastal Program Participation Agreement with the State Coastal Conservancy (Exhibit A to Attachment A) describes the work plan and roles of the parties in the Ormond Beach Clean-up and Restoration Project taking place on the Coastal Conservancy property. The License Agreement (Exhibit B to Attachment A) permits City access to Coastal Conservancy property to facilitate the work. The Coastal Program Participation Agreement with The Nature Conservancy (Attachment B) describes the work plan and roles of the parties in the Ormond Beach Clean-up and Restoration Project taking place on The Nature Conservancy property.

The project will take place at Ormond Beach on land owned by the California State Coastal Conservancy and The Nature Conservancy. The project serves a public purpose – conserving and restoring Ormond Beach for the public good. The project utilizes U.S. Fish and Wildlife Service federal funding to augment the existing work of City Corps at Ormond Beach which has been implemented since 1999.

The project utilizes best practices in youth development and intervention/prevention strategies by engaging youth enrolled in the City Corps program and employing them to take part in active conservation and restoration activities at Ormond Beach, as described herein.

STRATEGIC PRIORITIES

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

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

Objective 5a – Develop and implement a sustainability program.

This agenda item also 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 1b – Explore alternatives for youth through recreation and intervention services.

FINANCIAL IMPACT

The City will receive U.S. Fish and Wildlife Service Coastal Program Federal grant funds of \$36,052, and provide the City in-kind contribution of \$31,364.66 from the City Corps program. Upon Council approval of budget appropriations (Attachment C – State Coastal Conservancy project site: \$28,381; and Attachment D – The Nature Conservancy project site: \$7,671), grant revenues will be recognized and appropriated in FY 2016-2017 (261-5550). The in-kind contribution will utilize previously authorized labor and supply-use funds from the FY 2016-2017 budget (104-5511-805).

ATTACHMENTS:

A - Resolution Approving U.S. Fish and Wildlife Service Coastal Program Participation Agreement (Participation Agreement is Exhibit A; License Agreement is Exhibit B)

B – U.S. Fish and Wildlife Service Coastal Program Participation Agreement for The Nature Conservancy property

C - BA - US Fish & Wildlife SCC 775549 9-20-16

D - BA - US Fish & Wildlife TNC 775550 9-20-16

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
AND AUTHORIZING THE CITY MANAGER TO EXECUTE A U.S. FISH AND
WILDLIFE SERVICE COASTAL PROGRAM PARTICIPATION AGREEMENT

WHEREAS, since 1999, Oxnard City Corps has participated in and led cleanup and restoration activities at Ormond Beach; and

WHEREAS, Oxnard City Corps activities also include the annual seasonal set up/take down of fencing that protects the habitat of endangered species; and

WHEREAS, the U.S. Fish and Wildlife Service has made available grant funds for Oxnard City Corps to implement clean-up, ecological restoration, and biological conservation activities at Ormond Beach through its Coastal Program; and

WHEREAS, other work under the Coastal Program includes mapping, invasive and non-native plant removal, the collection of native seed on-site, and the propagation of plants and restoration of designated areas; and

WHEREAS, the City recognizes that the participation of City Corps in the Coastal Program serves the public purpose of conserving and restoring Ormond Beach for the public good.

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

1. That the foregoing recitals are true and correct.
2. The City Council, based on the information presented, hereby finds that the participation of Oxnard City Corps in the U.S. Fish and Wildlife Service Coastal Program serves the public purpose of conserving and restoring Ormond Beach for the use and enjoyment of the people of Oxnard.
3. The City Council hereby approves and authorizes the City Manager to execute the U.S. Fish and Wildlife Service Coastal Program Participation Agreement, attached hereto as Exhibit A.

PASSED AND ADOPTED THIS _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

Coastal Program Participant Agreement
F14AC005939-PA1

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit A – Participation Agreement

Project Name: Ormond Beach Clean-up and Restoration – Coastal Conservancy Property
(F14AC005939-PA1)

Date: February 26, 2015

COASTAL PROGRAM PARTICIPATION AGREEMENT

This agreement between California State Coastal Conservancy (Cooperator), and the U.S. Fish and Wildlife Service (Service) is entered into pursuant to authority contained in section 1 of the Fish and Wildlife Coordination Act, 16 U.S.C. § 661, and section 7 of the Fish and Wildlife Act of 1956, 16 U.S.C. § 3771, et seq. The Service is providing assistance for this project because the Cooperator shares a common objective with the Service to conserve habitat for the benefit of Federal trust species, and the project supports priority actions identified in the Pacific Southwest Region Coastal Program Strategic Plan.

The State Coastal Conservancy hereby agrees to participate with the Service in conducting a certain conservation project in Ormond Beach, City of Oxnard, Ventura County, California described as follows:

The project will occur at various sites on the SCC property which falls along the boundary of the Oxnard and Pt. Mugu, California U.S. Geological Survey 7.5 minute topographic maps (see Figure 1). Specific areas for work area are shown in Attachment A, in Figure 1 and 2. Foot and vehicle (ATV) access to the property will occur at Arnold Road entrance and access to various sites will occur along established trails/roads to the maximum extent possible. The center of the fenced area is located at Latitude 34°07'23.79"N, Longitude 119°09'38.20"W. The center of the tree trimming and invasive plant removal is at Latitude 34°07'38.92"N, Longitude 119°09'52.89"W.

In signing this agreement, the Cooperator joins as a participant in a conservation project as described in attached Work Plan. Any donation of supplies, equipment, or direct payment from the Service to the Cooperator for carrying out the conservation project is also included in the Work Plan. The activities conducted pursuant to this agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Cooperator, or other parties, as a result of any mandated requirements.

This agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party.

WORK PLAN

The conservation project described below is agreed to by you, the USFWS, other non-governmental organizations, and agency partners including the City of Oxnard City Corps (Project Partner), Audubon, McCormick Environmental Inc., and Munro Biological Consultants.

Description of Project and Objectives:

Please see **Attachment A** for the detailed Coastal Program Project Work Plan.

Special Conditions and Provisions:

- A. Joint Obligations: The USFWS and State Coastal Conservancy shall work cooperatively with the City of Oxnard (Project Partner), and other cooperating agencies/groups, as applicable, in further developing the conservation project(s) of this agreement. Further, each shall:
 1. Provide, as appropriate, biological and technical advice in project planning, design, implementation, monitoring, and maintenance of funded projects. Designate acceptable local “onsite” Project Field Manager(s) for the project (detailed in Attachment A, in “Who will manage the project?” section). The Project Field Manager(s) will be responsible for properly implementing and monitoring all project activities.
 2. Collaboratively develop work plans. Plans will include, as appropriate, summaries of work to be performed (e.g., specific planting and spraying prescriptions, etc.), timeframes for implementation and continued management of work, and short- and long-term management/maintenance practices to be conducted.
 3. Jointly determine which appropriate guidelines for the design and implementation phases of the project(s). Implementation activities will be conducted in a manner that will minimize any negative effects to fish and wildlife resources.
 4. Jointly prepare a project summary report for the project as outlined in the reporting requirements section.
 5. Assist in the development and submission of Federal, State and local permits necessary to undertake the work.

- B. USFWS will:
 1. Insure that the project complies with the following Federal laws and regulations:
 - a. Section 106 of the National Historic Preservation Act
 - b. National Environmental Policy Act
 - c. Endangered Species Act
 - d. Section 404 of the Clean Water Act
 - e. Section 10 of the Rivers and Harbors Act
 2. Prepare a Hazardous Substance Assessment for the project.
 3. Provide confirmation of compliance with the above to the Cooperator’s Project Officer and City of Oxnard, City Corps for implementation activities to begin on the project.
 4. Assist the State Coastal Conservancy’s Project Manager and the City of Oxnard, City Corps as applicable, in preparing project permit applications as required under local, State, or Federal laws and regulations.
 5. Retain approval authority over all activities under this Coastal Program Agreement.

C. Cooperator will:

1. Work with USFWS and Project Partner to develop and where appropriate implement activities as described in this agreement's work plan.
2. Agree to allow access for work crews and other contractors necessary to successfully implement activities agreed to in this agreement's work plan, subject to the terms of the license agreement with the Project Partner.
3. Retains all rights and responsibilities as the landowner.

D. Project Partner will:

1. Serve as administrator of contracts, services, materials acquisitions, and disbursement of the USFWS's cost-share for activities relating to project completion.
2. Work cooperatively with the USFWS and State Coastal Conservancy and other project partners to carry out this agreement to participate in fish and wildlife conservation activities.
3. Coordinate with the USFWS and State Coastal Conservancy on project design and implementation phases of the project.
4. Provide Cooperator with technical assistance in preparing applications required to obtain necessary Federal, State, and local permits relating to the project.
5. Coordinate with all project participants, and notify each participant that implementation activities can begin once notification is received from the Coastal Program Biologist that all appropriate local, State, and Federal permits and clearances have been obtained.
6. Maintain proper books, records, and accounts of all specific project expenditures for the project. (The USFWS must have the right to review the appropriate documentation to verify project expenditures upon a 30-day notice in writing from the USFWS.)
7. Administer this Cooperative Agreement and any other contracts or services required to successfully complete the project.
8. Complete and finalize a License Agreement with the State Coastal Conservancy for the project activities presented in Attachment A. Attachment B of this Participant Agreement contains the final signed License Agreement.

Budget Table:

See budget table in Attachment A. The State Coastal Conservancy is not contributing any funds to the project.

Signatures:

Sam Schuchat, Executive Officer State Coastal Conservancy (Cooperator)	Date
---	------

Greg Nyhoff, City Manager City of Oxnard (Project Partner)	Date
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APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Ashley Golden, Development Services Director
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Ingrid Hardy, Cultural and Community Services Director
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Mary E. Root, Coastal Program Biologist USFWS	Date
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Stephen P. Henry, Field Supervisor USFWS	Date
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Contact Information			
For USFWS		For California State Coastal Conservancy:	For City of Oxnard:
Field Supervisor:	Coastal Program Project Officer/Biologist:		
U. S. Fish and Wildlife Service Ventura Fish and Wildlife Office 2493 Portola Road, Suite B Ventura, California 93023 (805) 644-1766 http://fws.gov/pacific/ventura/	Same as Field Supervisor	Chris Kroll State Coastal Conservancy 1330 Broadway, Ste. 1300 Oakland, CA 94612 Phone (510) 286-4169	City of Oxnard, City Corps 701 S. G Street, Oxnard, CA, 93030 (805) 385-8123

Coastal Program Participant Agreement
F14AC005939-PA1

Attachment A



U.S. Fish and Wildlife Service

Coastal Program for Central California Coast Project Work Plan for Ormond Beach Clean-up and Restoration - Coastal Conservancy Property



The **City of Oxnard's City Corps (City)** will work in partnership, **State Coastal Conservancy (SCC)**, local biological/resource expert (Audubon, McCormick Environmental, Munro Biological Consulting), and the U.S. Fish and Wildlife Service (Service), to implement priority habitat improvements at Ormond Beach in Ventura County, California. The City will ensure they secure a License Agreement with the SCC before any work begins on the project.

I. Description of Project and Objectives:

Project Location

- The project activities SCC's Ormond Beach property in Oxnard, California. The project will occur at various sites on the SCC property which falls along the boundary of the Oxnard and Point Mugu, California U.S. Geological Survey 7.5 minute topographic maps (see Figure 1). Specific areas for work are shown in Figure 1 and 2 for detailed locations. Foot and vehicle (ATV) access to the property will occur at Arnold Road entrance and onsite access to work areas will occur along established trails/roads to the maximum extent possible. The center of the fenced area is located at Latitude 34°07'23.79"N, Longitude 119°09'38.20"W. The center of the tree trimming and invasive plant removal is at Latitude 34°07'38.92"N, Longitude 119°09'52.89"W.

Baseline Assessment

- The SCC Ormond Beach property is currently comprised a mix of habitats that range from active dunes, fore dunes, dune scrub, wetlands, and riparian areas. The wetland areas vary from open salt pan areas to freshwater emergent wetlands that are seasonally dry. These seasonal emergent wetlands occur just north of the canal where former oil tanks associated with the power plant but have been removed and left fallow. The salt pan areas on the south side of the canal and the surrounding dune habitats provide important breeding habitat for nesting birds like the federally threatened western snowy plover (*Charadrius nivosus nivosus*) and federally endangered California least tern (*Sterna antillarum browni*). These wetland areas also support federal and state listed species such the salt marsh bird's beak (*Cordylanthus maritimus*), and (*Juncus acutus* ssp *leopoldii*, CNPS list 4 Rush) and provides potential habitat for the light-footed clapper rail (*Rallus longirostris levipes*). The riparian habitats occur along the canal developed for drainage around the power station. The canal area is primarily dominated by a mix of native and non-native tree species including the non-native tree *Myoporum* sp. and also includes planted Monterey cypress trees. The dune habitats and areas surrounding wetlands are comprised a mix of native and non-native species. Non-native species include species like the cobweb bush (*Plecotachys serpyllifolia*), ice plant (*Carpobrotus edulis*), and pampas grass (*Cortaderia selloana*).

Statement of Problem:

- **Habitat Disturbance from Illicit Human Activities:** Non-native trees such as the *Myoporum* sp., as well as, ornamentally planted Monterey cypresses (*Cupressus macrocarpa*) on the property have become attractive areas for illicit human activities (homeless trespass, trash disposal, etc.). The obscured site lines caused by the limb cover provided by these species exacerbate human disturbances and negatively impact native habitats and species on the property.
- **Protecting Nesting Birds:** An existing temporary fence currently surrounds a portion of the salt pan wetlands and dune habitats. The fence helps to manage human disturbance during nesting season from foot traffic to beach and dogs off leash (though prohibited still occurring). The existing fence is in need of repair due to corroding fence posts on the ocean side of fence line and from degradation of the black plastic fence over time. In addition, the fence also needs to be moved slightly to encompass areas not protected that have potential for nesting birds and are currently open to disturbance by humans. A portion of the fence bisects a portion of the salt pan and limits the protection of these wetland areas not circumscribed by fence (the fence should not be in this wetland area).
- **Invasive Plant Removal:** The cobweb bush that currently infests the SCC property requires immediate removal and control to prevent spread of plant on the SCC property. Lack of control on the SCC property inhibits the benefits of removal activities occurring on the adjacent Point Mugu Navy Base Ventura County where the plant is being controlled by the installation. Cobweb bush threatens habitats used by many native species include western snowy plover, California least tern and plants like the salt marsh birds beak on the SCC property and surrounding dune habitat on adjacent properties. Ice plant that occurs in areas along canal and surrounding salt pan wetlands and dunes habitats also degrades habitats for native plant and animal species. *Myoporum* that occurs along the canal limits diversity of riparian plant and animal species while pampas grass associate with the emergent wetlands north of canal degrade habitats on the property. Pampas grass can spread to other areas of the property and surrounding areas if left unchecked.

Restoration Hypothesis:

- **Habitat Disturbance from Illicit Human Activities:** Remove nuisance non-native *Myoporum* trees and trim low hanging branches on cypress to improve visibility and deter illicit human activities.
- **Protecting Nesting Birds:** Repairing and replacing fence posts with more weather resistant galvanized posts on ocean side will improve longevity of the fence line and security of the fence against human disturbance. Replacing degraded plastic fence with cintoflex “C” mesh fencing will improve longevity of the fence for more than just a few years. Adjusting fence line to the new location will better protect nesting birds, wetlands, and sensitive dune habitats at the site.
- **Invasive Plant Removal:** Remove cobweb bush, iceplant, and pampas grass by hand to prevent spread into other areas of SCC property and surrounding properties. Pull iceplant and leave in place for possible later removal. Map, monitor, and follow-up hand removal in infested areas until eradicated.

Specific Project Goals and Objectives: By 2018,

- **Habitat Disturbance from Illicit Human Activities:**
 - Limb up at least 6 Monterey Cypress and completely remove single *Myoporum* sp. tree located near western side of fence in dune area to improve visibility and reduce illicit human activities on property. Remove other nuisance *Myoporum* trees along canal leaving tree stumps to reduce ground disturbance in this area to also improve visibility and reduce illicit human activities on property.
- **Protecting Nesting Birds:**
 - Repair/replace corroded fence posts with weather resistance ones, replace degraded fencing, and adjust fence line to better align with nesting birds and protection of dunes and wetlands.
- **Invasive Plant Removal:**
 - Enhance approximately 15 acres of upland and seasonal wetland habitats at the SCC Property Ormond Beach area for the benefit of federally listed species including western snowy plover, California least tern, and salt marsh bird's beak. The 15 acres includes roughly 12.3 acres of upland habitat adjacent to salt pans and seasonal wetlands associated with the cobweb bush and at least 2.7 acres of pampas grass, iceplant and *Myoporum* in the more interior work area.

Specific Landowner Objectives:

- Improve habitat conditions and management for sensitive species while maintaining public access.
- Improve safety by reducing illicit use of the property.

Project Activities

- Description of detailed tasks for specific project activities:

Overview:

The City will implement all the terms and conditions, best management practices, conservation measures identified by the Service, SCC, or Service-approved biologists and Service-approved botanists. All activities will have a Service-approved biologist or botanist onsite for at minimum the start of project activities and to provide the City crew a briefing/training at a work site on any measures in place to protect wildlife and plants unique to the specific work site or activity. If appropriate conditions allow, the Service-approved biologist/botanist may designate an onsite monitor once the City crews have been trained on all measures to avoid impacts to listed species or habitats at a specific work site and only when there is no likelihood of impacts to sensitive resources. If at any time sensitive resources are detected within the work areas, the designated onsite monitor or Service approved biologist/botanist will halt all activities and call the Service's field office or Coastal Program biologist immediately (805-644-1766). The Service will need to assess whether the activities may proceed or if further compliance is required for the project activities at that time.

Habitat Disturbance from Illicit Human Activities:

1. The Service-Approved biologists for plovers, terns, and rails are the Audubon nesting bird monitors onsite and include Cynthia Hartley, Alexis Frangis, Debra Berringer, or Danielle Glenn.
2. Beginning in late March 2015, the City crews will use hand tools to limb six Monterey Cypress trees up to 5 to 6 feet above the ground to expose the tree trunks and improve visibility. The City will also limb the lone nuisance *Myoporum* tree in the dune area and either leave stump in place or remove stump mechanically. Mechanical removal of stump will only occur if equipment access does not require clearing or damage to native vegetation and the Service-Approved biologist confirms no nesting rails, plovers or terns will be disturbed by the equipment or access route. All activities relating to the cypress trimming and removal of the lone *Myoporum* tree (Figure 2) will be completed by June 2015.
3. The City will also remove other *Myoporum* along the canal as necessary (Figure 2 in the 7.78-acre area). The *Myoporum* removal along the canal will not include removing the tree stumps to limit disturbance along canal. No activities will occur during the light-footed clapper rail breeding season that begins March 1st and ends August 31st. If a Service-Approved biologist confirms there are no nesting rails during the breeding season period then the City may work in this area. The City will primarily use hand tools but will on occasion need an ATV to haul material out and dispose of properly. ATVs will only be used on existing trails or roads and will not damage native vegetation to access sites.
4. The Service-approved biologist will ensure the appropriate timing and location of all work described above so that the activities avoid disturbance of sensitive ground nesting birds within the fenced areas.
5. No work should occur near nesting plovers and terns at any time. To ensure this, no work will occur in the dune habitats or salt pan areas between March 1 to September 15 unless the Service-approved biologist listed above have given approval to work in an area due to lack of nesting birds in or within site of the work areas proposed.
6. The City will also avoid birds that are actively nesting in trees for removal by having the Service-Approved biologist survey trees to ensure no active nests are present, and if detected, the tree will be avoided until active nest is not in use and then would be removed.

Protecting Nesting Birds:

1. Beginning in early March, the City will work closely with Audubon staff (specifically Service-approved biologist listed above in bullet 3) to purchase and install the new fence posts/cintoflex and adjust new fence line prior to the March 15th nesting bird season start date as shown in Figure 2. All work on fence will be completed on the fence by March 15th unless the Audubon nesting bird monitors/Service-approved biologists verify to the Coastal Program biologist that there are no nesting birds present and can be avoided based on the location of work activities.

2. City crews will not work on any portion of the fence without a Service-approved biologist is present.
3. ATVs may be used to haul supplies but must follow existing trails, roads, and designated access routes established by the Service-approved biologist and subsequently approved by the Coastal Program biologist before route is used. The access route must avoid damage to native vegetation and not permanently disturb native habitats.
4. McCormick Environmental, Inc. /Munro Biological Consulting, specifically Tom McCormick and Tricia Munro, will be the Service-approved botanists for project. Both Tom and Tricia, or a Service staff, will work with Audubon staff to ensure the any new fence line and access routes will not impact any sensitive plants including salt marsh bird's beak and *Juncus acutus* ssp *leopoldii*.

Invasive Plant Removal:

1. The City will contract with McCormick Environmental, Inc. and Munro Biological Consulting (Tom McCormick and Trish Munro) to provide biological training for both native and non-native plant identification and minimization measures to limit impacts to native habitats and species. The contractors will also train the City on native seed collection and *in situ* propagation techniques. The contracted training activities will occur outside plover and tern breeding season (March 15 to September 15).
2. The contractors, as Service-approved botanists, will also lead and provide the City crews with onsite management to hand remove any large cobweb bush plants from the 12.3 acre area shown in Figure 2. The large cobweb plants will be cut and/or hand winched out of the ground where possible, while smaller plants will be hand pulled if time allows.
3. The contractors, as the Service-approved botanists will coordinate closely with Audubon staff (Service-approved biologists) on all their project activities with the City crews.
4. If funding permits, the contractors will assist with supervising and leading the work on removal of pampas grass, iceplant and *Myoporum* along the canal region within the pampas removal areas shown in Figure 2.
5. All invasive plant debris from the cobweb bush, iceplant, *Myoporum* and pampas grass will be placed on a tarp and/or placed on ATV to haul offsite and disposed of properly in appropriate bins. Every effort will be made to contain debris during disposal to avoid inadvertent spread of invasive plants removed.
6. ATVs used to haul plant debris must follow existing trails, roads, and designated access routes established by the Service-approved biologist **and** botanists, and approved by the Coastal Program biologist before route is used. The access route must avoid damage to native vegetation and not permanently disturb native habitats.
7. The City will work on the cobweb bush removal tasks first and when these activities are completed to the extent possible, they will begin work to remove the pampas grass, *Myoporum*, and iceplant found within the other areas shown in Figure 2. Supervision for this second phase may also be contracted with P. Munro and T. McCormick or will be supervised by Service staff.

8. The City will use GPS units to map the specific locations and extent of invasive plants on the SCC property. The City will specifically target mapping of iceplant, *Myoporum* and pampas grass on the property to produce a map for the project showing before and after treatments.
9. All work within the cobweb bush work area and any dune areas south of the fence line must be completed between September 15th and March 15th.
10. Between March 15th and September 15th, a Service-approved biologist must approve invasive removal activities that occur in or adjacent to dune or salt pan areas, including the 7.8-acre *Myoporum* and iceplant area to confirm nesting plovers, terns, and rails can be avoided during activities.

Additional Unforeseen Habitat Improvements:

In addition to the above the project activities, should any additional or other priority habitat improvements be identified by the Service and City, such improvements will be incorporated as part of the project with prior written approval of all signatories in the required Participation Agreements.

➤ Describe any measures to reduce impacts to sensitive resources and their habitats.

The City and its contractors agree to implement:

- All work under this work plan in the presence of a Service-approved biologist and/or botanist who has the authority to stop all work activities if sensitive resources are at risk of being impacted. However, the Service-approved biologist and/or botanist will have the ability to delegate a designated onsite monitor under certain conditions (see bottom of page 7; Project Activities, Overview section).
- Confirm with the Coastal Program biologist that any additional sensitive species avoidance measures for the specific activities under this work plan are in place and approved by Coastal Program biologist at least 2 weeks before any work begins on the project.
- Additional minimization and avoidance measures identified by the Service for specific locations and activities as needed.
- No work will occur under this work plan in the dune and salt pan habitats from March 15th to September 15th (= any areas south of the northern fence line along the canal) unless otherwise approved by Coastal Program biologist and more restrictive avoidance measures in place.
- No work will occur under this work plan along canal banks or adjacent uplands between March 1 and August 31, unless the Service-approved biologist ensures that there are no nesting light-footed clapper rails present in work area or could be disturbed by activities (i.e. loud equipment).
- ATV and other vehicles will be limited to trails and existing roads unless approved by Coastal Program biologist in advance of the work activities and only if such access does not damage native vegetation and habitats, and listed species can be avoided.

➤ Who will manage the project? (Explain everyone's role.)

Eric Humel, Oxnard City Corps (805- 271-2231)	Project management
Eddie Dominguez, Oxnard City Corps (805-207-7760)	On-site team management during activities
Mary Root, Service Coastal Program (805-644-1766 ext 233)	On-site management/biological monitoring as necessary during project implementation. May assign other Service staff as needed.
Chris Kroll, California Coastal Conservancy (510 -286-4169)	Coordination of on-site management/biological monitoring as necessary during project implementation
<u>Audubon</u> Cynthia Hartley (805 -795-4115) Alexis Frangis (805 - 585-1852) Debra Barringer, Barringer Biological Services (303-880-0308) Danielle Glenn	Service-approved biologists for tern, plover, and rail. On-site biological monitoring and training as necessary during project implementation for any work in dunes habitats and salt pan areas of the SCC property
Tom McCormick, McCormick Environmental, Inc. (805-798-2505)	Service-approved botanist. On-site biological monitoring and training as necessary during project implementation for work in any invasive plant removal work on SCC property and will work in closed coordination with the Audubon team.
Patricia Munro, Munro Biological Consulting (805-620-0708)	Service-approved botanist. On-site biological monitoring and training as necessary during project implementation for work in any invasive plant removal work on SCC property and will work in closed coordination with the Audubon team.

➤ Who will design/engineer the project?

No designs are necessary.

➤ Who will perform work? Names of contractors?

The City will perform most of the work but will hire contracted biological services as necessary from McCormick Environmental and Patricia Munro Biological Consulting. Audubon will work closely with City crews to install fence and provide Service-approved biological monitoring for nesting birds on the property.

➤ Time frames for activities:

Coastal Program Participant Agreement
F14AC005939-PA1

Fence material purchases	February 2015
Fence installation/Fence repairs 2016-2017	February to March 15, 2016 February to March 15, 2017
Single nuisance <i>Myoporum</i> tree removal in dune area	February to March 15, 2016 Any work past March 15th date will require written approval from Coastal Program biologist in advance
Tree limbing of Monterey Cypress	March 15- June 15, 2016
Cobweb bush removal	March 1- March 15, 2016 September 15, 2016 to March 15, 2017 September 15, 2017 to March 15, 2018 Any work past March 15th date will require written approval from Coastal Program biologist in advance
Pampas grass and Ice plant removal	March 15, 2016 to June 15 2018
Invasive Plant mapping	In dune areas: March 1 –March 15, 2016 September 16, 2016 to March 15, 2017 September 16, 2017 to March 15, 2018 *Areas north of fence line: March 15, 2016 to June 15, 2018 *Must confirm with Service-Approved biologist that mapping activities will not disturb nesting light-footed clapper rail, plover or terns if near fence or along canal from March1- September 15.
Final report (Before and after photos & final Maps)	August 15, 2018 (or later if approved by Coastal Program biologist in advance)

➤ Habitat Accomplishments Anticipated (answer the numbered sections that apply):

Please note these treatments on a map of project site and reference the Figure.

Accomplishment	Explain	Location Shown in Figure?
Fencing to be installed (ft)	Up to 6000 ft of temporary fence installed or repaired	Figure 2
Non-native vegetation removed (acre):	At least 15 acres total: • 12.3 acres in cobweb bush area • 2.7 acres total in other invasive removal areas (pampas grass, <i>Myoporum</i>, and iceplant)	Figure 2
Other:	Tree trimming and lone <i>Myoporum</i> tree in dune area removal	Figure 2

➤ Monitoring

Photo Monitoring: Who, Where, When, and what relating to photo monitoring.

City will work closely with Coastal Program biologist, Audubon, and McCormick Environmental to establish photo points in advance of all sites specific activities. These photos will be taken to establish baselines and document habitat condition pre-, during, and post-implementation. The City will include all before and after photos in their final report.

➤ Monitoring (Continued)

Proper function/maintenance monitoring: Who will check and maintain sites, how will proper functioning be determined

The City and Coastal Program biologist will work closely with the landowners, Audubon, McCormick Environmental, and Munro Biological Consulting staff to make sure fence is properly installed and that invasive plant removal areas are check at least once per year for necessary follow-up actions.

Biological monitoring:

The City and Coastal Program biologist will work closely with the landowners and Audubon, McCormick Environmental, and Patricia Munroe Biological Consulting staff to verify the project has met or is progressing toward goals on page 3 of this work plan. Any biological reports relating to these properties that are submitted to the City or contracted by the City will be shared with the Service.

➤ Additional Reporting Details

In addition to the information presented in the Notice of Award Letter, you will provide the following for your Annual and Final Reports on the project.

Annual Reports:

- a. Annual performance reports are due August 15th each year of project and should at minimum include:
 - i. Activities Completed (what, when, where)
 1. What activities completed since the last reporting period
 2. When? include X Date to X Date.
 3. Where? Ex. - X occurred in the pasture c.
 - ii. Photos Before and After (whatever appropriate).
 - iii. Statements explaining any problems or delays in implementing project tasks.
 - iv. Lessons learned: (if appropriate)
 - v. Other Reporting: If submitting reports to other federal, state, and local agencies and the above annual report content met then submitting these reports is acceptable.
- b. Submit draft annual reports via email to USFWS Project Officer (see below for contact information) for review and feedback.
- c. Submit final annual reports via email to USFWS Project Officer (see below for contact information).

Final Reports:

Coastal Program Participant Agreement
F14AC005939-PA1

- d. Includes all of above information/headings with a synthesis of all project activities completed.
- e. The final report must be submitted to the Service's Project Officer before you submit the final invoice for payment on the project. Please note that prior to submitting final report we require Service review of the draft final report at least 15 days before finalizing to allow for the incorporation of our feedback and comments before going final.

All reports must be submitted to:

Service's Project Officer

Name: Mary Root, Coastal Program biologist

Address: 2493 Portola Road, Suite B

City/State/Zip: Ventura, CA 93003

Phone: 805-644-1766 ext 233

Email: mary_root@fws.gov

II. Budget Table:

ITEMIZED COSTS

Item	Cost	Coastal Program (Service) **	City	McCormick Environmental (Donated salary)
Supplies	\$13,450			
Equipment rentals (i.e. green waste/trash bin disposal, heavy equipment rental).	\$4,950	\$1,650	\$3,300	
Jointly agreed to restoration materials including but not limited to temporary fencing supplies that have been described by Audubon staff (up to \$8,100 total for the supplies in Cynthia Hartley's 1/20/2015 email) and burlap and plastic tarps for plant removal.	\$8,500	\$8,500		
Personnel	\$33,763			
Seven City staff/crew members, 12 hours per week over 18.5 weeks (\$12/hour average, 8% workers comp and disability)	\$20,118	\$8,206	\$11,912	
Two City Team Leaders, 12 hours per week over 18.5 weeks (\$17/hour average, 38% fringe benefits)	\$10,568	\$5,284	\$5,284	
Project Manager, 4 hours per week over 18.5 weeks (\$21/hour, 38% fringe benefits)	\$2,176		\$2,176	
Contractual	\$4,741			
One staff from McCormick Environmental and/or Munro Biological Consulting for onsite training management during cobweb bush removal (58.3hours at \$60/hour)	\$4,249	\$3,499		\$750
One staff from McCormick Environmental and/or Munro Biological Consulting for onsite training management for pampas grass and iceplant removal activities including mapping of invasive plants(20.7 hours @ \$60/hour)	\$1,992	\$1,242		\$750
Total Project Costs	\$52,553	\$28,381	\$22,672	\$1500
% Cost-shares*	100%	54%	43%	7%

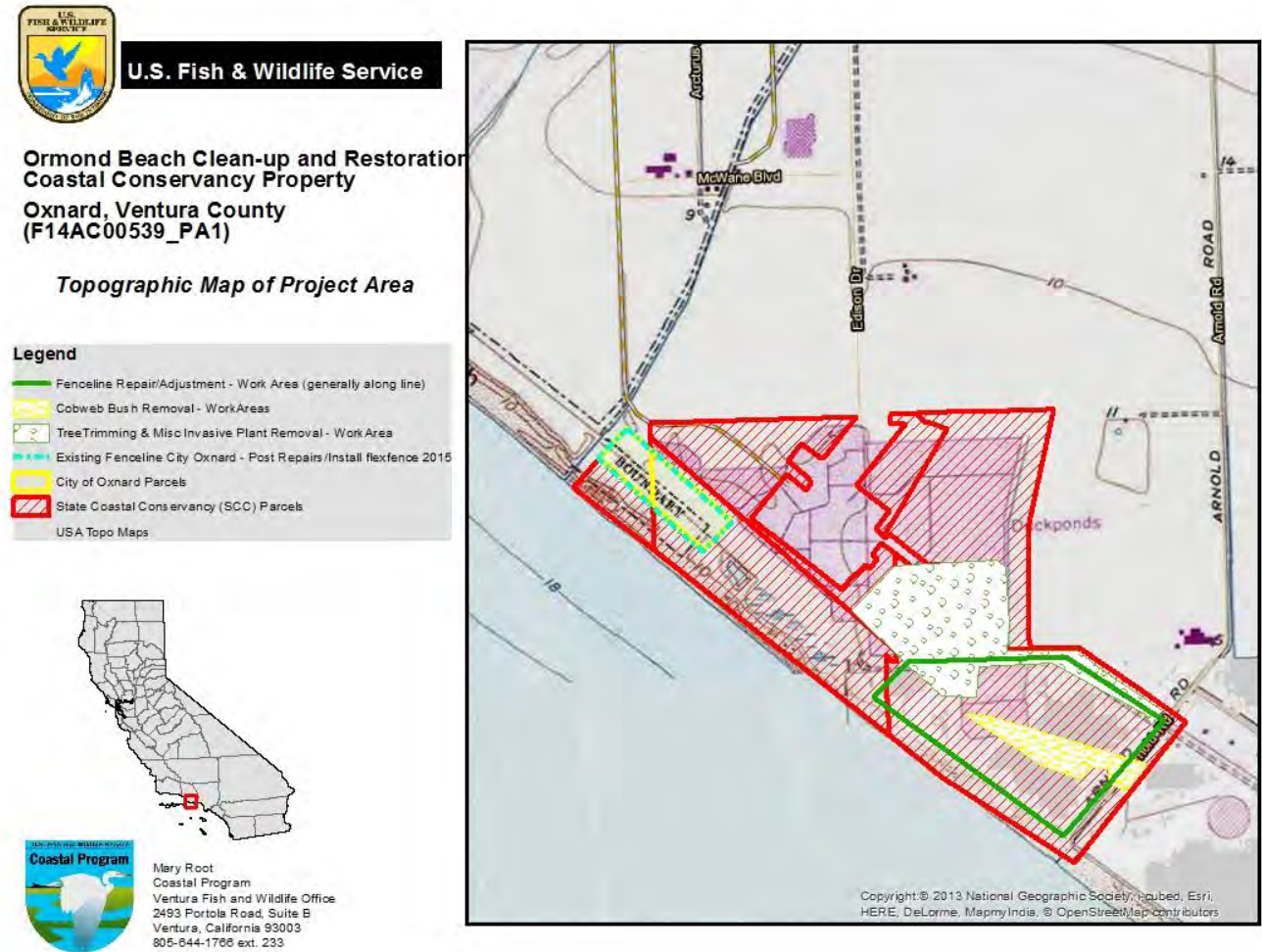
We cannot guarantee leveraged funds from other partners for the project. The Service and City only guarantees their respective contributions.

** Total Service funds for each main category (in gray) needs to match Object Class Categories on SF 424A Budget form

CONTRIBUTIONS (DETAIL OF FUNDING BY SOURCE)

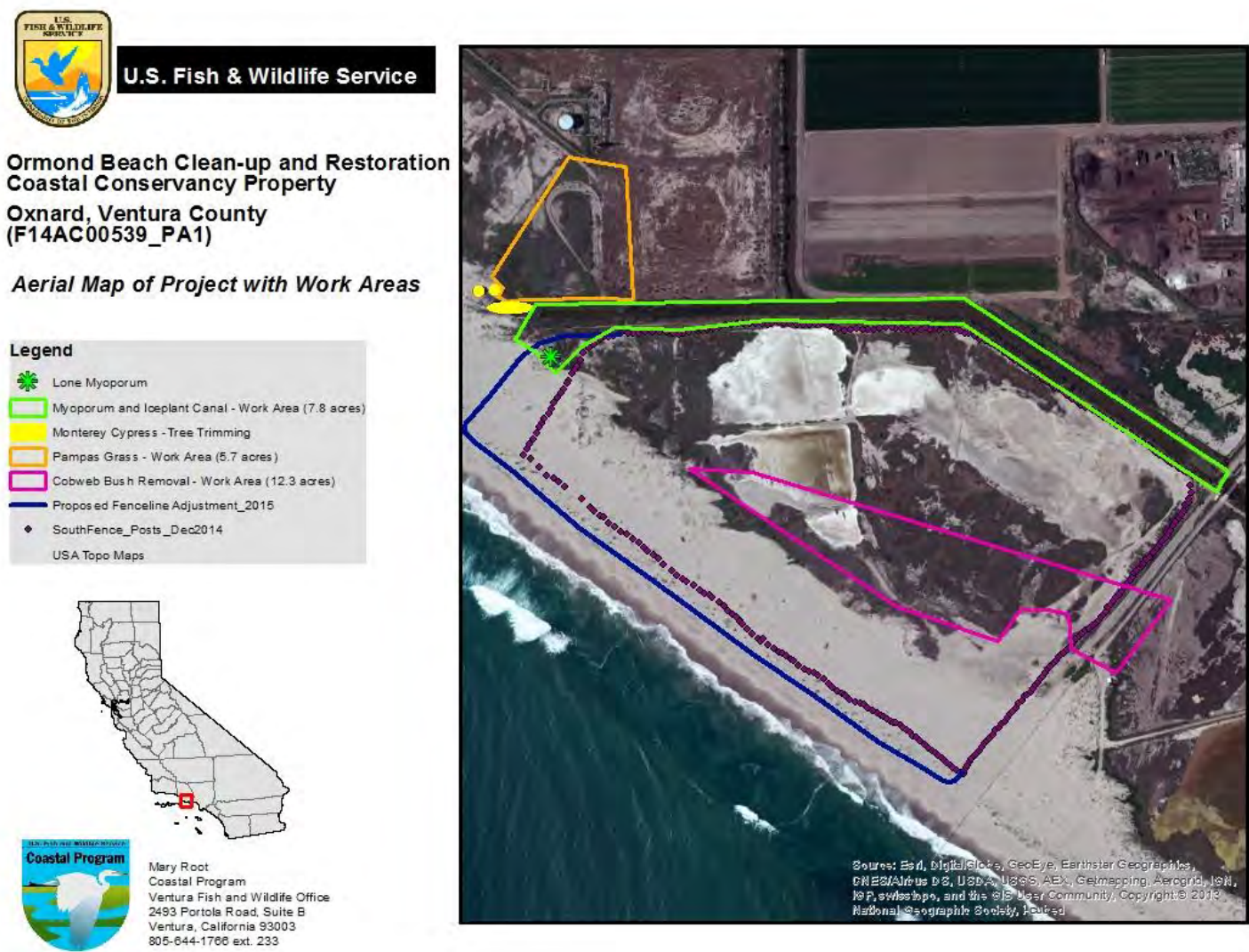
	Cash	In-kind	Total	Detail of In-kind Services (hours, supplies, etc)
<i>Breakdown of Cost-shares</i>				
Coastal Program (Service)	\$28,381	\$0	\$28,381	
City	\$0	\$22,672	\$22,672	Approximately half Leader/Crew salaries; Project Manager salary; green waste/trash bin disposal (\$3,300)
McCormick Environmental and Munroe Biological Consulting	\$0	\$1,500	\$1,500	Salary donation
Total Cash and In-kind Contributions	\$28,381	\$24,172	\$52,553	

Figure 1- Topographic Map of SCC Ormond Beach Property.



Coastal Program Participant Agreement
F14AC005939-PA1

Figure 2- Aerial Map of SCC Ormond Beach Property.



Attachment B – Final signed License Agreement between the City of Oxnard and the State Coastal Conservancy.

LICENSE AGREEMENT FOR ORMOND BEACH OXNARD, CALIFORNIA

The **California State Coastal Conservancy**, an agency of the State of California (Conservancy), and the **City of Oxnard** (the City), a municipal corporation, agree as follows:

I. Pertinent Facts

A. The State of California is the holder of fee title to the real property at the location commonly referred to as “Ormond Beach”, in Oxnard, California as further detailed in Exhibit A as the “State Coastal Conservancy Parcels” attached hereto and incorporated herein by reference (the Property), which surrounds the NRG Ormond Beach Power Plant, is bordered on the southeast by Arnold Road and the Naval Base Ventura County’s Point Mugu facility, bordered on the northwest by The Nature Conservancy’s Ormond Beach property which property is under the possession and control of the Conservancy.

The Ormond Beach Cleanup and Restoration Project (the Project) will occur at various sites on the Property near the boundary of the Oxnard and Camarillo, California U.S. Geological Survey 7.5 minute topographic maps (see Figure 1). Specific work areas are shown in Figure 1 and 2 for details. Foot traffic access to the Property will occur at Arnold Road entrance and access to various sites will occur along established trails/roads. The center of the fenced area is located at Latitude 34°07’23.79”N, Longitude 119°09’38.20”W. The center of the tree trimming and invasive plant removal is at Latitude 34°07’38.92”N, Longitude 119°09’52.89”W. The location of work to be performed is mapped on Exhibit A, attached to this License Agreement.

B. The City of Oxnard’s City Corps has experience in native plant botany, land stewardship, ecological restoration, environmental education, and volunteer coordination. City Corps will work with qualified biologists from the U.S. Fish and Wildlife Service, the Audubon Society and with local consultants during their work at the Property. All work will be conducted in manner to avoid disturbance of sensitive ground nesting birds.

C. Baseline Assessment: The City will conduct a baseline assessment of the Conservancy’s Ormond Beach Property, documenting breeding habitat for federally threatened endangered, and listed bird species (western snowy plover (*Charadrius nivosus nivosus*) and California least tern (*Sterna antillarum browni*), as well as federal and state listed plant species that support these species. Non-native species such as cobweb bush (*Plecotachys serpyllifolia*), ice plant (*Carpobrotus edulis*), and pampas grass (*Cortaderia selloana*) will be mapped.

D. Managing Habitat Disturbance from Illicit Human Activities: The City will remove and/or limb-up non-native trees, including the *Myoporum* sp. and Monterey Cypress (*Cupressus macrocarpa*) trees that have become areas of illicit human activities (homeless encampments, trash and debris disposal, drug use, etc.).

E. Protecting Nesting Birds: The City will continue protection of the nesting endangered western snowy plover (*Charadrius nivosus nivosus*) and federally endangered California least tern (*Sterna antillarum browni*). An existing temporary fence currently surrounds a portion of salt pan wetlands and dune habitat. The existing fence is in need of repair due to corroding fence posts and from degradation of fence materials over time. In addition, the fence needs to be moved slightly to encompass areas not protected that have potential for nesting birds and that are currently open to disturbance by humans and dogs.

F. Invasive Plant Removal: The City will remove and control cobweb bush that is threatening habitat used by many native species including western snowy plover, California least tern, and plants such as the saltmarsh birds beak. Lack of control on the Property inhibits the benefits of removal activities occurring on the adjacent Point Mugu Naval Air Base, where the plant is being controlled by the Navy.

Ice plant that occurs in areas along the canal and surrounding salt pan wetlands and dune habitats also degrades habitats for native plant and animal species.

Myoporum that occurs along the canal limits the diversity of riparian plant and animal species.

Pampas grass associated with the emergent wetlands north of the canal degrades habitat on the property. Pampas grass can spread to other areas of the property and surrounding areas if left unchecked.

G. Re-vegetation: The City will replant with locally harvested genetic material when necessary around disturbed areas after invasive plant removal.

H. Monitoring: The City will monitor invasive plant removal and re-vegetation efforts through 2020.

I. The City proposes to commence work on the property after City Council approval of this License Agreement and upon issuance of any necessary coastal development permit(s), and to continue through 2021.

J. On _____, the Oxnard City Council authorized execution of this License Agreement.

II. License

The Conservancy hereby grants to the City a non-exclusive right to enter the Property to maintain public safety, manage habitat disturbance from illicit human activities, protect nesting birds, remove invasive plants, re-vegetate with native plants as needed, and monitor invasive plant removal efforts and re-vegetation, over the portions of the Property shown on Figures 1 and 2 below, subject to the restrictions of this License Agreement and in accordance with the narrative description in Exhibit B.

A. The City shall be solely responsible to obtain all other permits and approvals necessary to carry out this work, and shall comply with all terms and conditions of those permits

*Coastal Program Participant Agreement
F14AC005939-PA1*

and approvals. The Conservancy will assist in obtaining required permits by signing applications for permits, providing property information as necessary and agreed upon by the parties. In the event of any conflict between the conditions of a third-party permit or approval with the terms and conditions of this License Agreement, the activity shall not take place until that conflict has been resolved to the satisfaction of the Executive Officer of the Conservancy and City.

- B.** The City shall provide the Conservancy with at least two (2) working days advance notice of the date of any field work to be performed on the Property.
- C.** Vehicle access is limited to access roads and wide pathways in non-sensitive areas, only as needed and advised by the involved biologists, and only when it is possible to access the sites without disturbing native vegetation. In the event of damage to roads or other areas from the City's vehicles, the City shall be responsible for repair of the area to its previous condition or state. Upon expiration or termination of this License Agreement the City shall be afforded a reasonable amount of time to make any necessary repairs.
- D.** It is expressly understood and agreed that the City takes the Property "AS IS", and that the Conservancy makes no representation, covenant, warranty or promise that the Premises or any other portion of the property is fit for any particular use for which this License Agreement was entered into. The City has not relied on any such representation, covenant, warranty or promise. The City will exercise appropriate caution and care for the protection and safety of its agents, employees and/or representatives in connection with its activities at the Property.
- E.** The City agrees not to block or impede vehicle access to adjacent properties at any time.
- F.** The City agrees that the Conservancy and its successors and assigns retain the right to modify or remove the landscaping as needed to manage the Property and with no compensation required or expected.
- G.** The City waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this License Agreement. Nothing in this License Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this License Agreement.
- H.** Throughout the term of this License Agreement, the City will remain a duly authorized and funded self-insured entity under the laws of the State of California Government Code Sections 989 and 990.
- I.** The City acknowledges that the Conservancy reserves the right to recover any actual costs and damages resulting from the City's breach of the terms and conditions of this License Agreement.

- J.** This License Agreement shall take effect when executed by both parties, and when the City has provided the Conservancy with insurance certifications.
- K.** The License Agreement is terminable at any time by the Conservancy and shall automatically terminate on December 31, 2020.
- L.** Any and all modifications to this License Agreement shall be in writing.
- M.** City shall apply to the Conservancy to amend this License Agreement in the event that the City makes material changes to the proposed work.
- N.** The parties represent that the signatories below have authority to bind their respective entities.
- O.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of California.

Executed this _____ day of _____, 2016.

STATE COASTAL CONSERVANCY

THE CITY OF OXNARD

By: _____
Sam Schuchat

By: _____
Tim Flynn, Mayor

Its Executive Officer

ATTEST:

APPROVED AS TO CONTENT:

Daniel Martinez, City Clerk

Ingrid Hardy, Cultural and Community Services Dir.

Ashley Golden, Development Services Dir.

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

Risk Manager

EXHIBIT A **Map of Work to Be Performed on Conservancy Property**



U.S. Fish & Wildlife Service

**Ormond Beach Clean-up and Restoration
 Coastal Conservancy Property
 Oxnard, Ventura County
 (F14AC00539_PA1)**

Topographic Map of Project Area

Legend

- Fence/line Repair/Adjustment - Work Area (generally along line)
- Cobweb Bush Removal - Work Areas
- Tree Trimming & Misc Invasive Plant Removal - Work Area
- Existing Fence/line City Oxnard - Post Repair/Install Reference 2015
- City of Oxnard Parcels
- State Coastal Conservancy (SCC) Parcels
- USA Topo Maps



Mary Root
 Coastal Program
 Ventura Fish and Wildlife Office
 2493 Portola Road, Suite B
 Ventura, California 93003
 805-644-1700 ext. 233

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U.S. Fish & Wildlife Service

**Ormond Beach Clean-up and Restoration
Coastal Conservancy Property
Oxnard, Ventura County
(F14AC00539_PA1)**

Aerial Map of Project Area

Legend

- Proposed Fenceline Adjustment_2015
- ◆ SouthFence_Posts_Dec2014
- Cobweb Bush Removal - WorkAreas
- TreeTrimming & Misc Invasive Plant Removal - WorkArea
- Existing Fenceline City Oxnard - Post Repairs/Install flexfence 2015
- City of Oxnard Parcels
- State Coastal Conservancy (SCC) Parcels



Mary Root
Coastal Program
Ventura Fish and Wildlife Office
2493 Portola Road, Suite B
Ventura, California 93003
805-644-1766 ext. 233





U.S. Fish & Wildlife Service

**Ormond Beach Clean-up and Restoration
Coastal Conservancy Property
Oxnard, Ventura County
(F14AC00539_PA1)
Aerial Map of Project with Work Areas
(Revised, 9/2016)**

Legend

- Lone Myoporum
- Proposed Temporary_OrmondFences2017
- Proposed Fenceline_Ormond2017
- Myoporum and Ioleplant Canal - Work Area (7.8 acres)
- Monterey Cypress - Tree Trimming
- Pampas Grass - Work Area (5.7 acres)
- Cobweb Bush Removal - Work Area (12.3 acres)
- Fenceline Repair/Adjustment - Work Area (generally along line)
- Existing Fenceline City Oxnard - Post Repairs/Install flexfence 2015
- State Coastal Conservancy (SCC) Parcels
- USA Topo Maps



EXHIBIT B

Narrative Description of Work to Be Performed

Baseline Assessment

The City will use GPS units to map the specific locations and extent of invasive plants on the SCC property. City will specifically target mapping of iceplant, *Myoporum* and pampas grass on the property to produce a map for the project showing before and after treatments.

Habitat Disturbance from Illicit Human Activities: Non-native trees such as the *Myoporum* sp., as well as ornamentally planted Monterey Cypresses (*Cupressus macrocarpa*) on the property have become attractive areas for illicit human activities (homeless trespass, trash disposal, drug use, etc.). The obscured site lines caused by the limb cover provided by these species exacerbate human disturbances and negatively impact native habitats and species on the property.

The City will remove nuisance non-native *Myoporum* trees and trim low hanging branches on the Cypress to improve visibility and deter illicit human activities.

All invasive plant debris will be placed on a tarp and/or placed on ATV to haul offsite and disposed of properly in appropriate bins. Every effort will be made to contain debris during disposal to avoid inadvertent spread of invasive plants removed.

ATVs used to haul plant debris must follow existing trails, roads, and designated access routes established by the Service-approved biological monitor and subsequently approved by the Coastal Program biologist before route is used. The access route must avoid damage to native vegetation and not permanently disturb native habitats.

The City will prioritize work on the cobweb bush removal tasks first. When these activities are completed to the extent possible, they will begin work to remove the pampas grass, *Myoporum*, and iceplant found within the 50 acre-area shown in Figures 1 and 2.

All work within the cobweb bush work area and any dune areas south of the fence line will be completed between September 15th and March 15th, to avoid bird nesting season.

A U.S. Fish and Wildlife Service-approved biological monitor will approve invasive removal activities in or adjacent to dune or salt pan areas on property between March 15th and September 15th to confirm nesting birds can be avoided during activities.

Protecting Nesting Birds: An existing temporary fence currently surrounds a portion of the salt pan wetlands and dune habitats. The fence helps to manage human disturbance during nesting season from foot traffic to beach and dogs off leash (though prohibited, it is still occurring). The existing fence is in need of repair due to corroding fence posts on the ocean side of fence line and from degradation of the original plastic fence over time. In addition, the fence also needs to be moved slightly to encompass areas not protected that have potential for nesting birds and are currently open to disturbance by humans. A portion of the

Coastal Program Participant Agreement
F14AC005939-PA1

fence bisects a portion of the salt pan and limits the protection of these wetland areas not circumscribed by fence (the fence should not be in this wetland area).

The City will repair and replace fence posts with more weather resistant galvanized posts on ocean side will improve longevity of the fence line and security of the fence against human disturbance. Replacing degraded plastic fence with cintoflex “C” mesh fencing will improve longevity of the fence for more than just a few years. Adjusting fence line to the new location will better protect nesting birds, wetlands, and sensitive dune habitats at the site.

The City will work closely with Audubon staff and volunteers to purchase and install the new fence posts/cintoflex and adjust new fence line prior to the March 15th nesting bird season start date (likely the last two weeks in February) as shown in Figure 2. All work on fence will be completed on the fence by March 1, unless the Audubon nesting bird monitor (Cynthia Hartley or Alexis Frangis) can verify that there are no nesting birds present and can be avoided based on the location of work activities.

The City will not work on any portion of the fence without a Service-approved biological monitor present, and in most cases this will be the Audubon nesting bird monitor (Cynthia Hartley or Alexis Frangis).

ATV’s may be used to haul supplies but will follow existing trails, roads, and designated access routes established by the Service-approved biological monitor and subsequently approved by the U.S. Fish and Wildlife Service Coastal Program biologist before route is used. The access route must avoid damage to native vegetation and not permanently disturb native habitats.

Invasive Plant Removal:

The City will remove cobweb bush, iceplant, and pampas grass by hand to prevent spread into other areas of SCC property and surrounding properties. The City will pull iceplant and leave in place for possible later removal. Solarizing larger stands of iceplant with plastic when and where appropriate will be used to prevent secondary invasive plants from moving into treated areas. The City will map, monitor, and follow-up with hand removal/solarization in infested areas until invasive plants are eradicated.

All invasive plant debris will be placed on a tarp and/or placed on an ATV to haul offsite and be disposed of properly in appropriate bins. Every effort will be made to contain debris during disposal to avoid inadvertent spread of invasive plants removed.

ATV’s used to haul plant debris will follow existing trails, roads, and designated access routes established by the U.S. Fish and Wildlife Service-approved biological monitor and subsequently approved by the Coastal Program biologist before the route is used. The access route must avoid damage to native vegetation and not permanently disturb native habitats.

The City will prioritize work on the cobweb bush removal tasks first. When these activities are completed to the extent possible, work will begin on the removal of pampas grass, Myoporum, and iceplant found within the 50 acre-area shown in Figures 1 and 2.

All work within the cobweb bush work area and any dune areas south of the fence line will be completed between September 15th and March 15th, to avoid bird nesting season.

A U.S. Fish and Wildlife Service-approved biological monitor will approve invasive removal activities in or adjacent to dune or salt pan areas on property between March 15th and September 15th to confirm nesting birds can be avoided during activities.

Figure 1

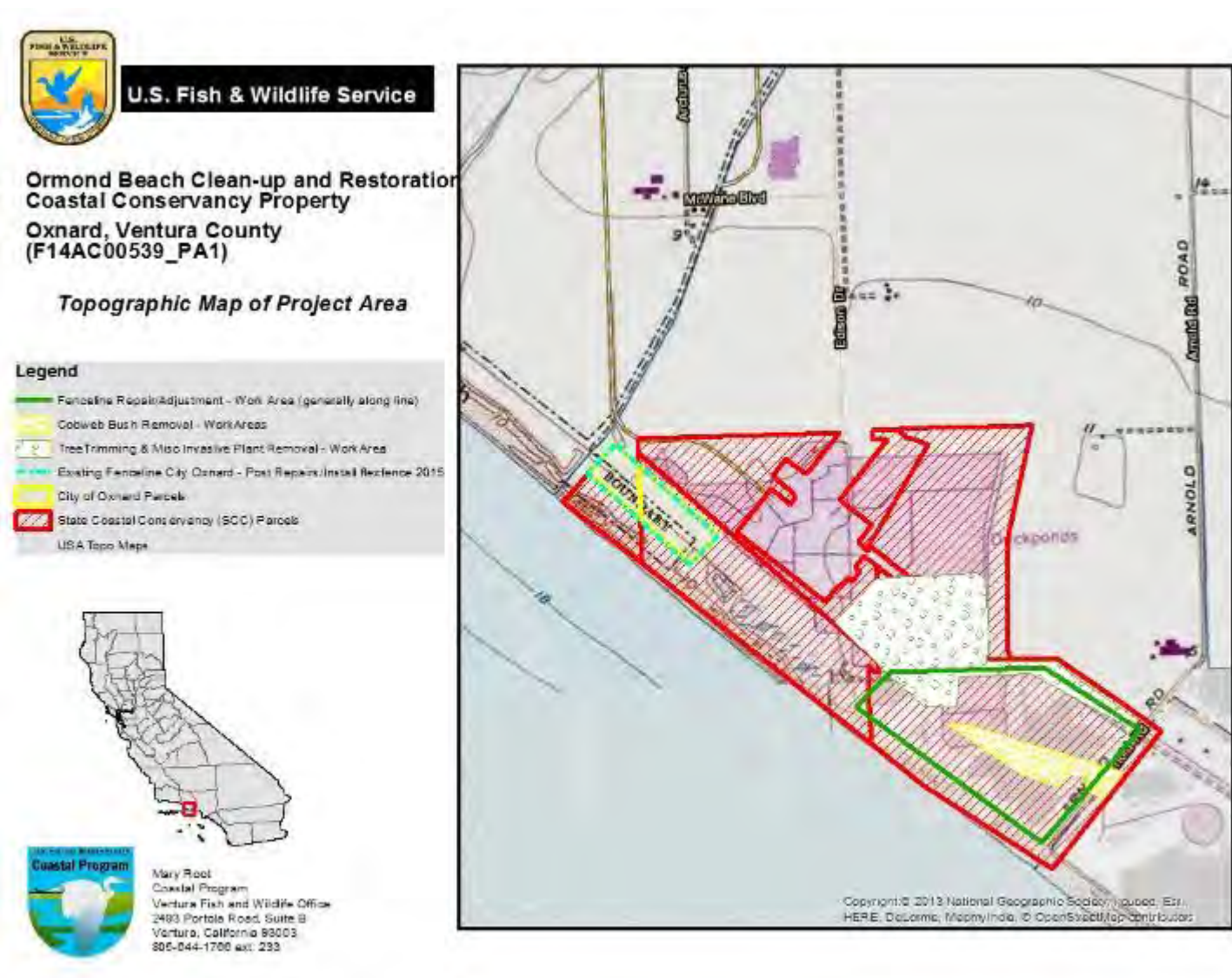


Figure 2





U.S. Fish & Wildlife Service

**Ormond Beach Clean-up and Restoration
Coastal Conservancy Property
Oxnard, Ventura County
(F14AC00539_PA1)
Aerial Map of Project with Work Areas
(Revised, 9/2016)**

Legend

- Lone Myoporum
- Proposed Temporary Ormond Fences 2017
- Proposed Fenceline Ormond 2017
- Myoporum and Ioeplant Canal - Work Area (7.8 acres)
- Monterey Cypress - Tree Trimming
- Pampas Grass - Work Area (5.7 acres)
- Cobweb Bush Removal - Work Area (12.3 acres)
- Fenceline Repair/Adjustment - Work Area (generally along line)
- Existing Fenceline City Oxnard - Post Repairs/Install flex fence 2015
- State Coastal Conservancy (SCC) Parcels
- USA Topo Maps



Project Name: Ormond Beach Clean-up and Restoration – The Nature Conservancy Property
(F14AC005939-PA2)

Date: May 19, 2016

COASTAL PROGRAM PARTICIPATION AGREEMENT

This agreement between The Nature Conservancy (Cooperator), and the U.S. Fish and Wildlife Service (Service) is entered into pursuant to authority contained in section 1 of the Fish and Wildlife Coordination Act, 16 U.S.C. § 661, and section 7 of the Fish and Wildlife Act of 1956, 16 U.S.C. § 3771, et seq. The Service is providing assistance for this project because the Cooperator shares a common objective with the Service to conserve habitat for the benefit of Federal trust species, and the project supports priority actions identified in the Pacific Southwest Region Coastal Program Strategic Plan.

The Nature Conservancy (TNC) hereby agrees to participate with the Service in conducting a certain conservation project in Ormond Beach, City of Oxnard, Ventura County, California described as follows:

The project will occur at various sites on the TNC property, which falls along the boundary of the Oxnard and Pt. Mugu, California U.S. Geological Survey 7.5 minute topographic maps (see Figure 1). Specific areas for work area are shown in Attachment A, in Figure 1 and 2. Foot and vehicle access to the property will occur at the west McWane Boulevard entrance via Perkins Road or at the east McWane entrance via Arcturus Avenue. Access to various sites will occur along established trails/roads to the maximum extent possible. The center of the area is located at Latitude 34°08'37.84"N, Longitude 119°10'44.17"W.

In signing this agreement, the Cooperator joins as a participant in a conservation project as described in attached Work Plan. Any donation of supplies, equipment, or direct payment from the Service to the Cooperator for carrying out the conservation project is also included in the Work Plan. The activities conducted pursuant to this agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Cooperator, or other parties, as a result of any mandated requirements.

This agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party.

WORK PLAN

The conservation project described below is agreed to by the Cooperator, the Service, the City of Oxnard City Corps (Project Partner).

Description of Project and Objectives:

Please see **Attachment A** for the detailed Coastal Program Project Work Plan.

Special Conditions and Provisions:

- A. Joint Obligations: The Service and TNC shall work cooperatively with the City of Oxnard (Project Partner), and other cooperating agencies/groups, as applicable, in further developing the conservation project(s) of this agreement. Further, each shall:
 1. Provide, as appropriate, biological and technical advice in project planning, design, implementation, monitoring, and maintenance of funded projects. Designate acceptable local "onsite" Project Field Manager(s) for the project (detailed in Attachment A, in "Who will manage the project?" section). The Project Field Manager(s) will be responsible for properly implementing and monitoring all project activities.
 2. Collaboratively develop work plans. Plans will include, as appropriate, summaries of work to be performed (e.g., specific planting and spraying prescriptions, etc.), timeframes for implementation and continued management of work, and short- and long-term management/maintenance practices to be conducted.
 3. Jointly determine which appropriate guidelines for the design and implementation phases of the project(s). Implementation activities will be conducted in a manner that will minimize any negative effects to fish and wildlife resources.
 4. Jointly prepare a project summary report for the project as outlined in the reporting requirements section.
 5. Assist in the development and submission of Federal, State and local permits necessary to undertake the work.
- B. The Service will:
 1. Insure that the project complies with the following Federal laws and regulations:
 - a. Section 106 of the National Historic Preservation Act
 - b. National Environmental Policy Act
 - c. Endangered Species Act
 - d. Section 404 of the Clean Water Act
 - e. Section 10 of the Rivers and Harbors Act
 2. Prepare a Hazardous Substance Assessment for the project.
 3. Provide confirmation of compliance with the above to the Cooperator's Project Officer and City of Oxnard, City Corps for implementation activities to begin on the project.
 4. Assist the TNC's Project Manager and the City of Oxnard, City Corps as applicable, in preparing project permit applications as required under local, State, or Federal laws and regulations.
 5. Retain approval authority over all activities under this Coastal Program Agreement.
 6. Each member of the work crew, other contractors and biological survey crew must sign and submit to TNC's liability release waiver agreement (**Attachment B**). The Service will ensure that each member of the work crew, other contractors and the biological survey crew

comply with the “Rules for Use of the Site” (**Attachment B**).

C. Cooperator (TNC) will:

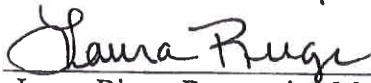
1. Work with Service and Project Partner to develop and where appropriate implement activities as described in this agreement’s work plan.
2. Agree to allow access for work crews and other contractors necessary to implement activities agreed to in this agreement’s work plan. Each member of the work crew, other contractors and biological survey crew must sign and submit to TNC TNC’s liability release waiver agreement (**Attachment B**). The Project Partner and the Service will ensure that each member of the work crew, other contractors and the biological survey crew comply with the “Rules for Use of the Site” (**Attachment B**).
3. Retains all rights and responsibilities as the landowner.

D. Project Partner will:

1. Serve as administrator of contracts, services, materials acquisitions, and disbursement of the Service’s cost-share for activities relating to project completion.
2. Work cooperatively with the Service and TNC to carry out this agreement to participate in fish and wildlife conservation activities.
3. Coordinate with the Service and TNC on project design and implementation phases of the project.
4. Provide Cooperator with technical assistance in preparing applications required to obtain necessary Federal, State, and local permits relating to the project.
5. Coordinate with all project participants, and notify each participant that implementation activities can begin once notification is received from the Coastal Program Biologist that all appropriate local, State, and Federal permits and clearances have been obtained.
6. Maintain proper books, records, and accounts of all specific project expenditures for the project. (The Service must have the right to review the appropriate documentation to verify project expenditures upon a 30-day notice in writing from the Service.)
7. Administer this Cooperative Agreement and any other contracts or services required to successfully complete the project.
8. Each member of the work crew, other contractors and biological survey crew must sign and submit to TNC TNC’s liability release waiver agreement (**Attachment B**). The Project Partner will ensure that each member of the work crew, other contractors and the biological survey crew comply with the “Rules for Use of the Site” (**Attachment B**).

Budget Table:

See budget table in Attachment A. TNC is not contributing any cash funding for this agreement.

Signatures:

Laura Riege, Restoration Manager
The Nature Conservancy
(Cooperator)

5/27/16
Date

Greg Nyhoff, City Manager
City of Oxnard (Project Partner)

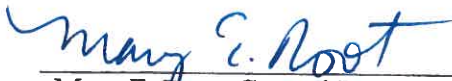
Date

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Ashley Golden, Development Services Director



Mary E. Root, Coastal Program Biologist
Service

5/27/16
Date



Stephen P. Henry, Field Supervisor
Service

5/31/16
Date

Contact Information			
For Service			For City of Oxnard:
<u>Field Supervisor:</u>	<u>Coastal Program Project Officer/Biologist:</u>	<u>For The Nature Conservancy:</u>	
U. S. Fish and Wildlife Service Ventura Fish and Wildlife Office 2493 Portola Road, Suite B Ventura, California 93023 (805) 644-1766 http://fws.gov/pacific/ventura/	Same as Field Supervisor	Laura Riege, Restoration Manager 532 E. Main St., Ste. 200 Ventura, CA 93001 Phone (805) 290-4776	City of Oxnard, City Corps 555 South A St., Suite 200 Oxnard, CA, 93030 Phone (805) 385-8081

Coastal Program Participant Agreement
F14AC005939-PA2

Attachment A



U.S. Fish and Wildlife Service



Coastal Program for Central California Coast Project Work Plan for Ormond Beach Clean-up and Restoration - The Nature Conservancy Property

The City of Oxnard's City Corps (City) will work in partnership with The Nature Conservancy (TNC) and the U.S. Fish and Wildlife Service (Service), to implement priority habitat improvements at Ormond Beach in Ventura County, California.

I. Description of Project and Objectives:

Project Location

- The project activities TNC's Ormond Beach property in Oxnard, California. The project will occur at various sites on the TNC property which falls along the boundary of the Oxnard and Point Mugu, California U.S. Geological Survey 7.5 minute topographic maps (see Figure 1). Specific areas for work are shown in Figure 1 and 2 for detailed locations. Foot and vehicle access to the property will occur at the west McWane Boulevard entrance via Perkins Road or at the east McWane entrance via Arcturus Avenue. Onsite access to work areas will occur along established trails/roads to the maximum extent possible. The center of the area is located at Latitude 34°08'37.84"N, Longitude 119°10'44.17"W.

Baseline Assessment

- The TNC Ormond Beach property is currently comprised a mix of habitats that range from fore dunes, dune scrub, wetlands, ruderal and riparian areas along Oxnard Drain/channel. The wetland areas vary from open salt pan areas to freshwater emergent wetlands that are seasonally dry. These wetland areas also support federal and state listed species such the Belding's savannah sparrow (*Passerculus sandwichensis beldingi*), salt marsh bird's beak (*Cordylanthus maritimus*), and Leopold's rush (*Juncus acutus* ssp *leopoldii*, CNPS list 4) and provides potential habitat for the light-footed clapper rail (*Rallus longirostris levipes*) and tidewater goby (*Eucyclogobius newberryi*). The riparian habitats occur along the canal developed for drainage. The canal area is primarily dominated by a mix of native and non-native tree species including the non-native tree *Myoporum* sp. The surrounding wetlands are comprised a mix of native and non-native species.

Statement of Problem:

- **Habitat Disturbance from Illicit Human Activities:** Non-native trees such as the *Myoporum* sp., as well as ornamentally planted Monterey cypresses (*Cupressus macrocarpa*) on the property have become attractive areas for illicit human activities (homeless trespass, trash disposal, etc.). The obscured site lines caused by the limb cover provided by these species exacerbate human disturbances and negatively impact native habitats and species on the property.
- **Invasive Plant Removal:** The *Myoporum* trees that currently exist along both sides of the Ormond Lagoon Waterway south of Hueneme Road (formerly the Oxnard Industrial Drain)

require removal to prevent the spread of the plant and to limit homeless and illicit activity at Ormond Beach. The *Myoporum* trees also limit the diversity of riparian plant and animal species.

Restoration Hypothesis:

- **Habitat Disturbance from Illicit Human Activities:** Remove nuisance non-native *Myoporum* trees to deter illicit human activities.
- **Invasive Plant Removal:** Remove non-native *Myoporum* trees and reestablishment of native plants species along the Oxnard Drain will improve habitat conditions for native species including the Belding's savannah sparrow, tidewater goby and light-footed clapper rail.

Specific Project Goals and Objectives: By 2018,

- **Habitat Disturbance from Illicit Human Activities/Invasive Plant Removal:**
 - Remove *Myoporum* trees along canal leaving tree stumps to reduce ground disturbance in this area to also improve visibility and reduce illicit human activities on property.
 - Enhance up to 0.75 acre area within a larger project area that is approximately 14.9 acres of upland, wetland, and riparian habitats at the TNC Property Ormond Beach area.

Specific Landowner Objectives:

- Improve habitat conditions and management for sensitive species
- Improve safety by reducing illicit use of the property.
- Involve youth from the LEAF program in the management of the TNC property.
- Involve City Corps leaders to support the LEAF program and to support the youths' work on the TNC property.

Project Activities

- Description of detailed tasks for specific project activities:

Overview:

The City in coordination with TNC will remove *Myoporum* in the *Myoporum* Removal Area identified in Figures 1 and 2 and as further described below.

The City will implement all the terms and conditions, best management practices, conservation measures identified by the Service, TNC, or Service-approved biologists and Service-approved botanists. All activities will have a Service-approved biologist or botanist onsite for at minimum the start of project activities and to provide the City crew a briefing/training at a work site on any measures in place to protect wildlife and plants unique to the specific work site or activity. If appropriate conditions allow, the Service-approved biologist/botanist may designate an onsite monitor once the City crews have been trained on all measures to avoid impacts to listed species or habitats at a specific work site and only when there is no likelihood of impacts to sensitive resources. If at any time sensitive resources are detected within the work areas, the designated onsite monitor or Service approved biologist/botanist will halt all activities and call the Service's field office or Coastal Program biologist immediately (805-644-1766). The Service will need

to assess whether the activities may proceed or if further compliance is required for the project activities at that time.

Habitat Disturbance from Illicit Human Activities/Invasive Plant Removal:

1. The Service-Approved biologists for plovers, terns, and rails are the Audubon nesting bird monitors onsite and include Cynthia Hartley, Alexis Frangis, Debra Berringer, and Danielle Glenn. Others biologists may be added with written-approval of the Service at least 15 days prior to any proposed activities.
2. Beginning in July 2016, City Corps will support TNC's LEAF program by providing City Corps leaders to help with the TNC's *Myoporum* tree removal efforts. The City will provide and implement the removal of mature *Myoporum* trees and shrubs using chainsaws and hand tools as appropriate to the specific work area. TNC staff and LEAF program participants will cut limbs and brush into smaller sections and transport the materials to chippers and/or waste bins. Chippers, wastebins, and debris haul off will be provided by City. Mechanical removal of stump will only occur if equipment access does not require clearing or damage to native vegetation and the Service-Approved biologist confirms no nesting rails, plovers or terns will be disturbed by the equipment or access route.
3. The City will primarily use hand tools but will on occasion need an ATV or rubber-tired vehicles to haul material out and dispose of properly. Vehicles will only be used on existing trails or roads and will not damage native vegetation to access sites.
4. No work should occur near nesting plovers and terns at any time. To ensure this, no work will occur in the dune habitats or salt pan areas between March 1 to September 15 unless the Service-approved biologist listed above have given approval to work in an area due to lack of nesting birds in or within site of the work areas proposed.
5. The City will also avoid birds that are actively nesting in trees for removal by having the Service-Approved biologist survey trees to ensure no active nests are present, and if detected, the tree will be avoided until active nest is not in use and then would be removed.
6. Work is tentatively scheduled for July 11, 12 & 13, 2016. Priority will be given to the 2016 *Myoporum* Removal Area, moving north and east as time allows. Good faith efforts will be made to remove all *Myoporum* in the *Myoporum* Removal Area, but the City, the Service and TNC recognize that project success will be limited by available staff and time constraints. We estimate that up to 0.75 acres of habitat will be enhanced by removing invasive *Myoporum* in 2016 within the larger 14.9 project area (Figure 2 and Figure 3). If additional funds and time allow work would continue into other areas of the larger project area in subsequent years.

Additional Unforeseen Habitat Improvements:

In addition to the above the project activities, should any additional or other priority habitat improvements be identified by the Service, TNC, and City, such improvements will be incorporated as part of the project with prior written approval of all signatories in the required Participation Agreements.

➤ Describe any measures to reduce impacts to sensitive resources and their habitats.

In addition to the measures below, TNC and the City will adhere to the measures included in the California Department of Fish and Wildlife's Streambed Alteration Agreement (#1600-2010-0196-R5; see page 3-8, **Attachment C**) that was issued for activities on this and other TNC properties.

TNC, the City and its contractors agree to implement:

- All work under this work plan in the presence of a Service-approved biologist and/or botanist who has the authority to stop all work activities if sensitive resources are at risk of being impacted. However, the Service-approved biologist and/or botanist will have the ability to delegate a designated onsite monitor under certain conditions (see page 6; Project Activities, Overview section).
- Confirm with the Coastal Program biologist that any additional sensitive species avoidance measures for the specific activities under this work plan are in place and approved by Coastal Program biologist at least 2 weeks before any work begins on the project.
- Additional minimization and avoidance measures identified by the Service for specific locations and activities as needed.
- No work will occur under this work plan along canal banks or adjacent uplands between March 1 and August 31, unless the Service-approved biologist ensures that there are no nesting light-footed clapper rails or other nesting birds present in work area or that could be disturbed by activities (i.e. loud equipment).
- ATV and other vehicles will be limited to trails and existing roads unless approved by Coastal Program biologist in advance of the work activities and only if such access does not damage native vegetation and habitats, and listed species can be avoided.

➤ Who will manage the project? (Explain everyone's role.)

Eric Humel, Oxnard City Corps (805- 200-5746)	Project management
Eddie Dominguez, Oxnard City Corps (805-207-7760)	On-site team management during activities
Mary Root, Service Coastal Program (805-644-1766 ext 233)	On-site management/biological monitoring as necessary during project implementation. May assign other Service staff as needed.
Laura Riege Santa Clara River & Coast Restoration Manager The Nature Conservancy (805) 290-4776	Coordination of <i>Myoporum</i> removal and LEAF project support needs.
Angelo Haynes Santa Clara River & Coast Stewardship Technician The Nature Conservancy (707) 362-9217	On-site supervision of <i>Myoporum</i> removal and LEAF program participants; coordinate with the City for project support needs.

➤ Who will design/engineer the project?

No designs are necessary.

➤ Who will perform work? Names of contractors?

The Oxnard City Corps leaders will perform and provide support to TNC and LEAF crews during *Myoporum* removal.

The Service will provide a qualified staff for the pre-construction biological monitoring needed for the proposed activities and will designate a qualified TNC staff for the onsite monitoring needed during project implementation.

TNC staff and LEAF program team will work with the City implement the *Myoporum* removal project and to provide photo documentation for the final report.

➤ Time frames for activities:

Support LEAF program activities and remove <i>Myoporum</i> trees from TNC property	July 11 – 13 2016
Final report (Before and after photos)	August 15, 2018 (or later if approved by Coastal Program biologist in advance)

➤ Habitat Accomplishments Anticipated (answer the numbered sections that apply):

Please note these treatments on a map of project site and reference the Figure.

Accomplishment	Explain	Location Shown in Figure?
<i>Myoporum</i> removal	<i>Myoporum</i> tree removal on both sides of the Ormond Lagoon Waterway (formerly the Oxnard Industrial Drain)	Figure 1, 2 and 3
Non-native vegetation removed (acre):	Up to 0.75 acres within the 14.9 acre project area.	Figure 1, 2 and 3

➤ Monitoring

Photo Monitoring: Who, Where, When, and what relating to photo monitoring.

City will work closely with the Coastal Program biologist and TNC to establish photo points in advance of all sites specific activities. These photos will be taken to establish baselines and document habitat condition pre-, during, and post-implementation. The City will include all before and after photos in their final report.

Proper function/maintenance monitoring: Who will check and maintain sites, how will proper functioning be determined.

TNC will check and maintain sites to determine that *Myoporum* removal activities were

effective at removing this species from work area.

Biological monitoring:

The City and Coastal Program biologist will work closely with TNC to verify the project has met or is progressing toward goals of this work plan. Any biological reports relating to these properties that are submitted to the City will be shared with the Service.

Additional Reporting Details

In addition to the information presented in the Notice of Award Letter to City, TNC will provide assistance with before and after photos that the City will need to provide for their Annual and Final Reports on the project.

Annual Reports:

- a. Annual performance reports are due August 15th each year of project and should at minimum include:
 - i. Activities Completed (what, when, where)
 1. What activities completed since the last reporting period
 2. When? include X Date to X Date.
 3. Where? Ex. - X occurred in the pasture c.
 - ii. Photos Before and After (whatever appropriate).
 - iii. Statements explaining any problems or delays in implementing project tasks.
 - iv. Lessons learned: (if appropriate)
 - v. Other Reporting: If submitting reports to other federal, state, and local agencies and the above annual report content met then submitting these reports is acceptable.
- b. Submit draft annual reports via email to Service Project Officer (see below for contact information) for review and feedback.
- c. Submit final annual reports via email to Service Project Officer (see below for contact information).

Final Reports:

- a. Includes all of above information/headings with a synthesis of all project activities completed.
- b. The final report must be submitted to the Service's Project Officer before you submit the final invoice for payment on the project. Please note that prior to submitting final report we require Service review of the draft final report at least 15 days before finalizing to allow for the incorporation of our feedback and comments before going final.

All reports must be submitted to:

Service's Project Officer

Name: Mary Root, Coastal Program biologist

Address: 2493 Portola Road, Suite B

City/State/Zip: Ventura, CA 93003

Phone: 805-644-1766 ext 233

Email: mary_root@fws.gov

II. Budget Table:

ITEMIZED COSTS					
Item	Cost	Coastal Program (Service) **	City	TNC	
Supplies					
		\$0.00			
	TBD	\$0.00	\$0.00	\$0.00	\$0.000
Personnel					
		\$16,363.88			
Two City Corps Team Leaders (\$17/hour average, 40% fringe benefits) and Project Manager, (\$21/hour, 40% fringe benefits) that will assist TNC's LEAF Program		\$16,363.88	\$7,671.22	\$8,692.66	
Contractual					
		\$0.00			
	None	\$0.00	\$0.00	\$0.00	\$0.00
Total Project Costs		\$16,363.88	\$7,671.22	\$8,692.66	\$0.00
% Cost-shares*		100%	47%	53%	0%

We cannot guarantee leveraged funds from other partners for the project. The Service and City only guarantees their respective contributions.

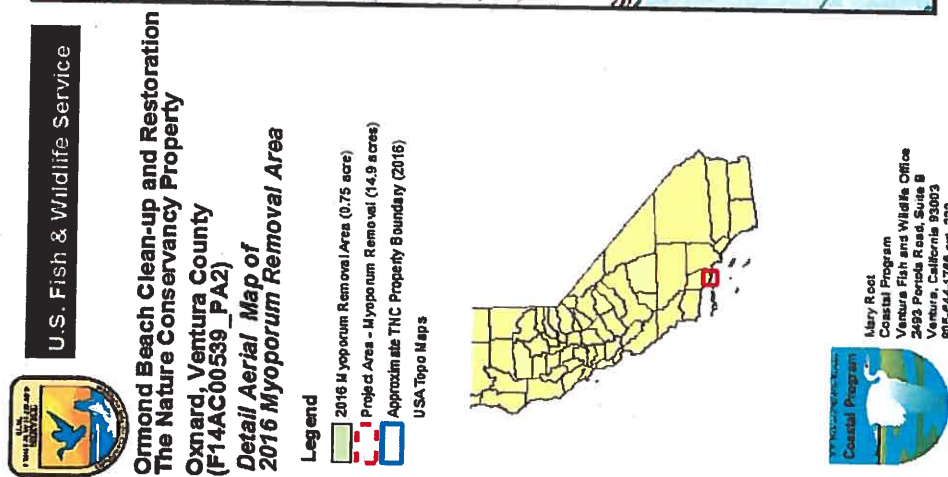
** Total Service funds for each main category (in gray) needs to match Object Class Categories on SF 424A Budget form

CONTRIBUTIONS (DETAIL OF FUNDING BY SOURCE)

<i>Breakdown of Cost-shares</i>				
	Cash	In-kind	Total	Detail of In-kind Services (hours, supplies, etc.)
Coastal Program (Service)	\$7,671.22	\$0.00	\$7,671.22	
City		\$8,692.66	\$8,692.66	Approximately half Leader/Crew salaries; Project Manager salary
TNC	\$0.00	\$0.00	\$0.00	
Total Cash and In-kind Contributions	\$7,671	\$8,693	\$16,364	

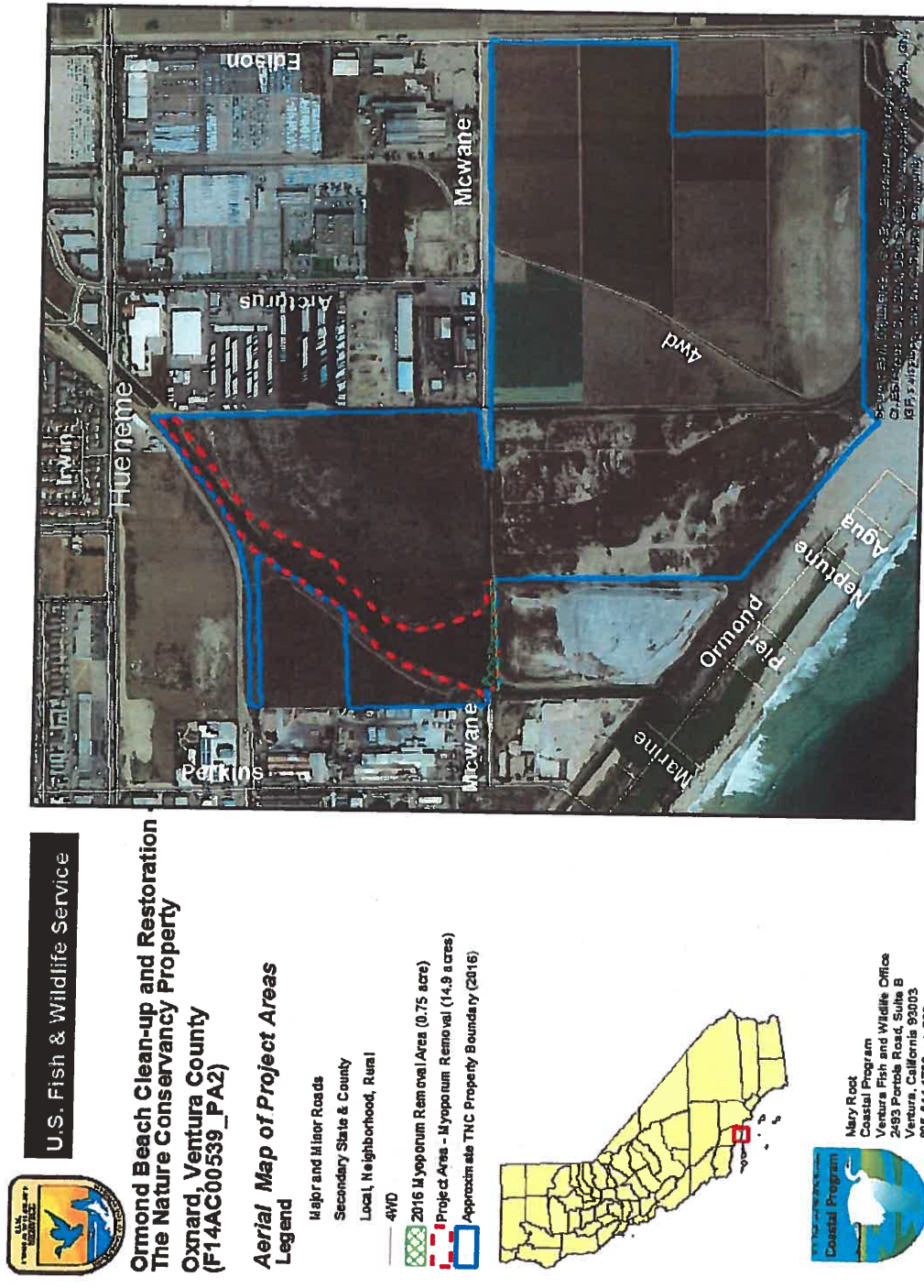
Coastal Program Participant Agreement
F14AC005939-PA2

Figure 1- Topographic Map of TNC Ormond Beach Property.



Coastal Program Participant Agreement
F14AC005939-P.A2

Figure 2- Aerial Map of TNC Ormond Beach Property.



Coastal Program Participant Agreement
F14AC005939-PA2

Figure 3- Detail Aerial Map of TNC Ormond Beach Property.



Coastal Program Participant Agreement
F14AC00539-PA2

Attachment B



Protecting nature. Preserving life.™

LIABILITY RELEASE AND WAIVER

 Activity: _____
 Date: _____

In consideration of receiving permission from The Nature Conservancy and/or its affiliated organizations ("TNC") to participate in the program, course or activity specified above (the "Activity"), I agree as follows:

I understand that the Activity may involve unavoidable risks, and that difficult and dangerous conditions or unanticipated hazards may be encountered. I also understand that accidents or injuries may occur in locations or under circumstances where medical attention is not readily available and that TNC cannot guarantee the availability or quality of emergency medical services.

I ACKNOWLEDGE THAT TNC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SAFETY OF THE ACTIVITY, THE SAFETY OR CONDITION OF ANY REAL PROPERTY WHERE THE ACTIVITY IS LOCATED OR THE SAFETY OR CONDITION OF ANY EQUIPMENT OR MATERIALS PROVIDED BY TNC IN CONNECTION WITH THE ACTIVITY. I AGREE TO PARTICIPATE IN THE ACTIVITY ENTIRELY AT MY OWN RISK AND TO ASSUME ALL ASSOCIATED LOSSES AND LIABILITIES.

I further agree to release TNC, its officers, directors, employees and agents, from any liability for any injury or damage to me or any other person or property, or for my death or the death of any other person which may occur in connection with the Activity or my participation therein. I intend this release to be effective, to the maximum extent permitted by applicable law, regardless of whether the claim of liability is asserted in negligence, strict liability in tort, or other theory of recovery. For myself, my estate and the personal representative thereof, my heirs and assigns, I covenant and agree to make no claim, nor to institute any suit, action or proceeding against TNC or its officers, directors, employees or agents relating to any accident, incident or occurrence arising out of my participation in the Activity. For myself, my estate and the personal representative thereof, my heirs and assigns, I agree to indemnify, defend and hold TNC and its officers, directors, employees and agents harmless from any and all losses, claims, damages, penalties, liabilities, demands, costs and expenses (including, without limitation, litigation costs and attorneys' fees), to the extent arising from any injury or damage to me or any other person or property, or for my death or the death of any other person arising out of my participation in the Activity, or during my presence on or travel to or from the Activity. Notwithstanding the foregoing, nothing herein shall be deemed to waive or release TNC from any liability to the extent such waiver or release would be void against public policy.

I understand that TNC and/or its agents may take photos, videos or other recordings (altogether, "Recordings") of the Activity, including my participation therein. I hereby grant TNC a royalty-free, fully paid-up, worldwide, perpetual and irrevocable right to reproduce, distribute copies of, publicly perform, publicly display, publish, broadcast and exhibit in any and all languages and by and through any and all means (whether now existing or hereinafter created, including digitally and via the Internet) my voice, performance, name and/or likeness as embodied in the Recordings or any portion thereof, either alone or as part of any collective works, exhibits, programs, websites, blogs, reports, marketing materials or other publications produced by or on behalf of TNC.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN ME AND TNC AND I SIGN IT OF MY OWN FREE WILL.

If I am signing below as the parent or legal guardian of a minor child, I hereby agree to the above terms individually and on the minor child's behalf. I further agree that I will be responsible either for personally supervising the minor child for the duration of the Activity or for making arrangements for supervision of the minor by another responsible adult.

Participant Signature

x _____

Printed Name _____

Signature of Parent/Guardian (if Minor)

x _____

Address: _____

Emergency Contact Info

Name _____

Relationship to Participant _____

Phone Number _____

Address: _____

Attachment B

Rules for Use of the Site

There are a wide array of plants and animals at the Site, some of which are not found elsewhere and may be unique in the world, so the introduction of other animals, rabies, insects, plants, etc., could be extremely detrimental to the flora and fauna at the Site. The following rules have therefore been promulgated by The Nature Conservancy for the Site:

- (1) No smoking or building of fires of any type is allowed at the Site for any reason, due to fire danger.
- (2) No cooking or other preparation of any food is allowed at the Site, although the consumption of previously prepared food and drinks is allowed at the Site, provided that all trash resulting from such activity is completely removed from the Site (and then disposed of properly elsewhere).
- (3) No firearms or other weapons are allowed to be brought onto, discharged, or used at the Site.
- (4) No plants, seeds, or cut flowers, and no animals or pets of any kind (including, but not limited to, cats and dogs) are allowed to be brought onto the Site.
- (5) No camping is allowed anywhere at the Site, no sleeping bags or other camping equipment is allowed to be brought to or used at the Site, and no erection of any tents or other structures is allowed at the Site, whether they are temporary or otherwise.
- (6) No collecting, trapping, killing, or other harming or molestation of any animal or bird life at the Site, or any fish or other animals in any waters at or adjoining the Site, is allowed.
- (7) No cutting down, injury, picking of, collection of, or other disturbance of any trees or other plants or vegetation is allowed at the Site, whether or not the plants are living or dead.
- (8) No collection of souvenirs or specimens of anything found at the Site may be disturbed or taken from the Site, nor is any digging in any Indian mounds or other architectural remains located at the Site allowed.
- (9) No mountain bikes or other vehicles of any kind (motorized or non-motorized) are allowed to be brought onto or used at the Site.
- (10) No item(s) brought to the Site are allowed to be left at or adjoining the Site, including (but not limited to) garbage or food.
- (11) No entry into buildings or other structures at the Site or other interference with the activities of any tenants, researchers, or others carrying out permitted activities at the Site is allowed.
- (12) No publishing, publicizing, or making any commercial use of any information or data collected, or photographs taken, at, of, or from the Site, or otherwise regarding the Site, is allowed.
- (13) No driving through or parking over herbaceous vegetation.
- (14) The speed limit at the Site is 10 mph.
- (15) Close and lock gates regardless of whether opened, closed/locked, or closed/unlocked when entering the Site. You must keep all gates locked while working on the Site.
- (16) No dumping, burying, or leaving refuse is permitted at the Site.

REQUEST FOR BUDGET APPROPRIATION

Department: City Corps
Project/Program
Manager: Ingrid Hardy

Date: September 7, 2016
Phone: (805) 385-7995

Reason for Appropriation:

To recognize grant revenue and appropriate Federal grant funds (CFDA #15.630) per agreement with the U.S. Fish and Wildlife Service and the California State Coastal Conservancy in order to implement the Ormond Beach Clean-up and Restoration Project.

Accounts and Descriptions

AMOUNT

Fund: Federal Term Grants Fund (261)

Revenues/Transfers In

State Coastal Conservancy Property (Project 775549)

261-5550-531.7201	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	<u>28,381</u>
	Sub-total Revenues	<u>28,381</u>

Expenditures/Transfers Out

State Coastal Conservancy Property (Project 775549)

261-5550-805.8002	PERSONNEL SERVICES/DIRECT LABOR -TEMPORARY	13,490
261-5550-805.8104	MATERIALS AND SUPPLIES / SUPPLIES-SHOP & FIELD	8,500
261-5550-805.8321	RENTALS-VEHICLES & EQUIPMENT	1,650
261-5550-805.8343	TRAINING/WORKSHOPS	<u>4,741</u>
	Sub-total Expenditures	<u>28,381</u>

Net Change to Fund Balance	<u>0</u>
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Net Appropriation Change	<u><u>28,381</u></u>
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUEST FOR BUDGET APPROPRIATION

Department: City Corps
Project/Program
Manager: Ingrid Hardy

Date: September 20, 2016
Phone: (805) 385-7995

Reason for Appropriation:

To recognize grant revenue and appropriate Federal grant funds (CFDA #15.630) per agreement with the U.S. Fish and Wildlife Service and the Nature Conservancy in order to implement the Ormond Beach Clean-up and Restoration Project.

Accounts and Descriptions

AMOUNT

Fund: Federal Term Grants Fund (261)

Revenues/Transfers In

The Nature Conservancy Property (Project 775550)

261-5550-531.7201	FEDERAL & STATE SOURCES / FEDERAL GRANT REV.	<u>7,671</u>
	Sub-total Revenues	<u>7,671</u>

Expenditures/Transfers Out

The Nature Conservancy Property (Project 775550)

261-5550-805.8002	PERSONNEL SERVICES/DIRECT LABOR -TEMPORARY	<u>7,671</u>
	Sub-total Expenditures	<u>7,671</u>

Net Change to Fund Balance	<u>0</u>
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Net Appropriation Change	<u>7,671</u>
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: September 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Second Reading and Adoption of Ordinance 2909 Establishing Expedited Permit Process for Electric Vehicle Charging Station

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

RECOMMENDATION:

That City Council adopt Ordinance 2909 establishing an expedited permit process for electric vehicle charging stations.

ATTACHMENTS:

Attachment A. Ordinance 2909

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. 2909

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD
 ADDING ARTICLE XXV TO CHAPTER 14 OF THE OXNARD CITY CODE
 RELATING TO AN EXPEDITED PERMITTING PROCESS FOR ELECTRIC
 VEHICLE CHARGING STATIONS

.....

WHEREAS, Government Code Section 65850.7(a)(3) provides that “it is the policy of the State to promote and encourage the use of electric vehicle charging stations and to limit obstacles to their use”; and

WHEREAS, Government Code Section 65850.7(a)(4) provides that the “legislative intent is to encourage the installation of electric vehicle charging stations by removing obstacles to, and minimizing costs of, permitting for charging stations so long as the action does not supersede the building official’s authority to identify and address higher priority life-safety situations”; and

WHEREAS, Government Code Section 65850.7(g)(1) provides that, on or before September 30, 2016, every city with a population of 200,000 or more residents must adopt an ordinance, consistent with the goals and intent of Government Code Section 65850.7, that creates an “expedited, streamlined permitting process for electric vehicle charging stations.”

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. The City Council hereby finds that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines (14 CCR section 15000 *et seq.*) General Rule Exemption [Section 15061(b)(3)], as the proposed Ordinance establishes an expedited ministerial review process for building permit applications for electric vehicle charging stations, as required by Government Code Section 65850.7. Therefore, the proposed Ordinance will have no significant effect on the environment. A significant effect is defined as, “a substantial, or potentially substantial, adverse change in the physical conditions within the area,” and the adoption of this Ordinance is therefore not subject to CEQA.

Part 2. Title, Words, and Phrases: This Ordinance shall be known as the City of Oxnard Electric Vehicle Charging Station Permit Expediting Ordinance. The terms, phrases, and words used in this ordinance shall be construed in compliance with the definitions set forth by California Government Code Section 65850.7.

Part 3. Article XXV is hereby added to Chapter 14 of the Oxnard City Code to read as follows:

**“ARTICLE XXV. ELECTRIC VEHICLE CHARGING
 STATION PERMITTING.**

SEC. 14-90. PURPOSE AND INTENT.

Electric Vehicle Charging Stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, shall be subject to the administrative permitting procedures set forth in this Article.

SEC. 14-91. EXPEDITED REVIEW PROCESS.

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited administrative permit review process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of the “Zero-Emission Vehicles in California: Community Readiness Guidebook” published by the Governor’s Office of Planning and Research. The City’s adopted checklist shall be published on the City’s website.

SEC. 14-92. ELECTRONIC SUBMITTALS.

Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by the applicant.

SEC. 14-93. ASSOCIATION APPROVAL.

Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

SEC. 14-93. PERMIT APPLICATION PROCESSING.

A permit application that satisfies the information requirements in the City’s adopted checklist shall be deemed complete and be

Ordinance No. 2909

Expedited Permitting Process for Electric Vehicle Charging Stations

Page 3 of 4

promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City's adopted checklist, and is consistent with all applicable laws, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

SEC. 14-94. TECHNICAL REVIEW.

It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, the City may require the applicant to apply for a use permit, as described in Chapter 16, Article VII, Division 3 of the City Code.

Part 4. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

Part 5. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No. _____ was first read on September 13, 2016, and finally adopted on _____, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 13th day of September, 2016 by the following vote:

AYES:

NOES:

Ordinance No. 2909
Expedited Permitting Process for Electric Vehicle Charging Stations
Page 4 of 4

ABSENT:

ABSTAIN:

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 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2015-2016 (10/30/15)

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

RECOMMENDATION:

That the City Council accept the City of Oxnard's CAPER for FY2015-2016.

BACKGROUND

On an annual basis, jurisdictions receiving Community Planning and Development (CPD) formula grant funds from the U.S. Department of Housing and Urban Development (HUD) are required to prepare a CAPER. The CAPER provides a complete accounting of the use of certain grant funding and an assessment of how the accomplishments meet the goals established in the FY 2013-2018 Consolidated Plan (ConPlan) and the FY 2015-2016 Annual Action Plan (AAP).

For the fiscal year, which ended on June 30, 2016, the City received grant awards in the amount of \$2,131,803 in Community Development Block Grant (CDBG), \$561,174 in HOME Investment Partnerships Act (HOME), and \$191,219 in Emergency Solutions Grant (ESG) funds. The 2015 HOME allocation was adjusted down to \$500,906 due to the recapture of \$60,178 by HUD for funds from a prior HOME allocation that were not obligated on time. In addition, the City received \$34,928.39 and \$243,243.73 as CDBG and HOME program income, respectively, during the fiscal year 2016.

The FY 2015-2016 CAPER (Attachment A) contains narratives of performance results, and reports on expenditures generated by the Integrated Disbursement and Information System (IDIS), a HUD system which documents program accomplishments and beneficiaries related to the goals and objectives identified in the ConPlan and AAP. The CAPER provides information during the reporting period as follows:

- Description of the City's progress in attaining and meeting its goals of providing affordable housing, and of reducing and ending homelessness;
- Description of race and ethnicity of Oxnard families and persons assisted as a basis for compliance with non-discrimination requirements;
- Description of actions taken in the program year to carry out the public housing strategy related to Public Housing Accessibility and Involvement, the public housing needs, the involvement of residents in management and homeownership participation;
- Description of the standards and procedures in place for monitoring to ensure the long-term compliance of the involved programs;
- Description of any changes in the CDBG objectives;
- Report of the on-site inspection results of affordable rental housing, assessment of the affirmative marketing actions and of the outreach to minority-owned and women owned businesses;
- Report on the ESG financial data, and its accomplishments in helping the homeless population.

The CAPER must be submitted to HUD within 90 days after June 30, 2016. The notice of availability of the CAPER document (Attachment B) for public review was published in the Vida Newspaper on September 1, 2016 and in the Ventura County Star Newspaper on September 4, 2016, and was made available for 15 days in the Main Public Library, the City Clerk's Office and the Housing Department, as required by the City's Citizen Participation Plan (Attachment C).

STRATEGIC PRIORITY – QUALITY OF LIFE

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

- Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.
- Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.
- Goal 3. Strengthen neighborhood development, and connect City, community and culture.

Caper FY 2015-16
September 20, 2016
Page 3

- Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.
- Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.
- Objective 3e. Create a pilot revitalization project for Southwinds Neighborhood.

FINANCIAL IMPACT

There is no financial impact.

ATTACHMENTS:

CAPER FY2015-16

Notice of Availability English & Spanish

Citizen Participation Plan

NOTE: This Report has more than 50 pages and will be available for public review at three locations (City Clerk's Office, Main Library, and Housing Administrative Building) from September 2, 2016 to September 19, 2016.

7509-16-HO

DRAFT

**City of Oxnard
CONSOLIDATED ANNUAL
PERFORMANCE AND
EVALUATION REPORT
FY 2015-2016**

PREPARED BY:

CITY OF OXNARD
HOUSING DEPARTMENT, GRANTS MANAGEMENT DIVISION
435 SOUTH "D" STREET
OXNARD, CALIFORNIA 93030



**CITY OF OXNARD
NOTICE OF DOCUMENT AVAILABILITY
DRAFT CONSOLIDATED ANNUAL PERFORMANCE
AND EVALUATION REPORT**

NOTICE IS HEREBY GIVEN that the City of Oxnard has prepared the Draft of the Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2015 through June 30, 2016. The CAPER is an annual end-of-the-year financial and accomplishments report required by the U.S. Department of Housing and Urban Development (HUD) as a part of the City's entitlement grant awards. The CAPER provides information on the Community Development Block Grant, HOME Investment Partnerships Program, and the Emergency Solutions Grant. **A 15-day public comment period regarding this document will begin September 5, 2016, and will end September 19, 2016.**

Copies of the CAPER will be available for public review at the following locations:

City of Oxnard Main Public Library
251 South "A" Street

City Clerk's Office
300 West Third Street, 4th Floor

City of Oxnard Housing Department
435 South "D" Street

NOTICE IS HEREBY GIVEN that the draft of the CAPER will be presented to the City Council for approval on **Tuesday, September 20, 2016 at 6:00 p.m. or soon thereafter** in the Council Chambers located at 305 West Third Street.

If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 387-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled. Persons with disabilities needing special assistance to participate in the hearing, or persons requiring an interpreter, should also contact the City Clerk's office at least 72 hours prior to the meeting.

Written comments must be submitted by **4:30 p.m., Monday, September 19, 2016**, and should be directed to: **CAPER Comments, City of Oxnard, Housing Department, Attention: Grants Management, 435 South "D" Street, Oxnard, CA 93030.** If you need additional information, you may contact Juliette Dang at (805) 385-7493.



CIUDAD DE OXNARD
AVISO DE DISPONIBILIDAD DE DOCUMENTOS
BORRADOR DEL INFORME ANNUAL CONSOLIDADO DEL DESEMPEÑO Y
EVALUACIÓN

CON EL PRESENTE SE DA AVISO que la Ciudad de Oxnard ha preparado un borrador del Informe Anual Consolidado del Desempeño y Evaluación (CAPER por sus siglas en inglés) para el periodo del 1º de julio del 2015 al 30 de junio del 2016. El informe anual de CAPER es un informe de fin de año de finanzas y logros requerido por el Departamento de Vivienda y Urbanización de los Estados Unidos (HUD, por sus siglas en inglés) como parte de las subvenciones que recibe la Ciudad. El CAPER contiene información de la Subvención para el Desarrollo del Bloque Comunitario, HOME la Ley de Inversión Asociada y el Programa de Subvenciones para Soluciones Urgentes. **Se dará un periodo de 15 días para comentarios/preguntas acerca de este documento a partir del 5 de septiembre del 2016 hasta el 19 de septiembre del 2016.**

Copias del informe CAPER estarán disponibles para el público en los siguientes establecimientos:

Biblioteca Pública de Oxnard
 251 South "A" Street

Oficina de Secretaría de la Ciudad de Oxnard
 300 West Third Street, 4th Floor

Oficina del Departamento de Vivienda de la Ciudad de Oxnard
 435 South "D" Street

CON EL PRESENTE SE DA AVISO que el informe CAPER se llevará ante el Concejo Municipal de la Ciudad para su aprobación el **martes 20 de septiembre del 2016 a partir de las 6:00 p.m.** La Sala del Consejo de la Ciudad está ubicada en 305 West Third Street.

Si planea asistir a esta audiencia, el personal le sugiere que llame a las Oficina de la Secretaría Municipal al (805) 385-7803 el jueves anterior de la audiencia para confirmar que la audiencia no ha cambiado de fecha. Las personas con discapacidad que requieran ayuda especial para participar en la audiencia o quien necesite servicios de interprete, deben comunicarse con la Oficina de Secretaría por lo menos 72 horas antes de la junta.

Comentarios por escrito deben entregarse antes de las **4:30 p.m., el lunes 19 de septiembre del 2016**, y dirigidos a: **CAPER Comments, City of Oxnard, Housing Department, Attention: Grants Management, 435 South "D" Street, Oxnard, CA 93030.** Para más información comuníquese con Juliette Dang at (805) 385-7493.



CITY OF OXNARD

CITIZEN PARTICIPATION PLAN

ANNUAL ACTION PLAN

Introduction

The U.S. Department of Housing and Urban Development (HUD) required a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a annual ANNUAL ACTION Plan and Annual Action Plan component. The ANNUAL ACTION Plan is a program and funding implementation plan combined in one document, and states the City's objectives for housing and community planning and development. The formula grant programs include Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA). In addition, a community must have a ANNUAL ACTION Plan approved by HUD before receiving funds under a variety of other programs including, but not limited to, the following: the HOPE Public Housing programs; Supportive Housing for the Elderly (Section 202); Single-Room Occupancy Housing (SRO); Shelter Plus Care; John Heinz Neighborhood Development; and, Lead-Based Paint Hazard Reduction.

An important component in the preparation of the ANNUAL ACTION Plan is a Citizen Participation Plan (CP Plan), which must be adopted by City Council. The CP Plan must assure participation by all citizens will be encouraged including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. The CP Plan is also designed to specifically encourage participation in the development of the ANNUAL ACTION Plan by low- and very-low income persons, especially in blighted areas, and by persons in areas proposed to receive CDBG funded programs.

The Oxnard CP Plan consists of the following elements:

Public Outreach and Access

- Prior to the adoption of the ANNUAL ACTION Plan by City Council the following information shall be made available to citizens, public agencies and other interested parties.
 - Amount of funds available for the proposed plan
 - Range of activities that may be undertaken
 - Activities and funds that will benefit person of low- and very-low income

- Plans to minimize displacement of persons and to assist any persons displaced.
- A summary of the proposed ANNUAL ACTION Plan shall be published in one or more newspapers of general, local circulation. The summary shall describe the contents and purpose of the plan and include a list of the locations where copies of the entire plan may be examined. At a minimum, copies of the plan shall be available for public review at the Oxnard Public Library and City Clerk's Office.
- The ANNUAL ACTION Plan and amendments to the plan shall be made available for public comment for a minimum of 30 days prior to submission to HUD.
- The ANNUAL ACTION Annual Performance and Evaluation Report (CAPER) shall be made available for public comment for a minimum of 15 days prior to submission to HUD.
- Citizens shall be notified of the availability and given a reasonable opportunity to examine the adopted ANNUAL ACTION Plan, any amendments, and its CAPER.
- The Housing Director shall be notified about housing and community development plan activities relating to the Oxnard Housing Authority development and surrounding communities.
- The City shall provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's ANNUAL ACTION Plan and the City's use of assistance under the programs covered by the plan during the preceding annual or single year planning process.

Public Hearings

- The City shall hold a minimum of two public hearings per program (Fiscal) year. The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities.

One of these hearings must be held prior to the time that a public notice is published inviting comments on the proposed ANNUAL ACTION Plan. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. The second hearing shall be held prior to adoption of the ANNUAL ACTION Plan and/or Annual Action Plan by the City Council.

- The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The second hearing presenting the ANNUAL ACTION Plan shall be held in the City Council Chambers.
- The hearings shall be scheduled at times to ensure the maximum attendance by residents. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated. A Spanish language translator shall be provided at each hearing and other translators may be made available upon request.
- Notices of the hearings shall be sent to members of the Inter-Neighborhood Council Committee (INCC) and the presidents of the public housing tenant advisory councils.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the ANNUAL ACTION Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Comments and Complaints

- The City shall consider any comments or views of citizens received in writing or orally at the public hearings in preparing the final ANNUAL ACTION Plan, amendment to the Plan, or CAPER.

A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final ANNUAL ACTION Plan, amendment to the Plan, or CAPER.

- The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the ANNUAL ACTION Plan.
- The City shall amend the ANNUAL ACTION Plan when there is a substantial change, defined as follows:
 - A change of 25 percent of an annual grant amount; or

- A change in an activity's address, where activity is defined as any program or project identified in the Annual Action Plan with an allocated dollar amount.

Adoption of the CP Plan

The City shall provide the public with a reasonable opportunity to comment on the original CP Plan and any amendments thereto, and shall make the CP Plan available. The CP Plan will be made available in other formats for persons with disabilities upon request.

Originally adopted by City Council on October 18, 1994. Modifications adopted by City Council on July 25, 2000.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: September 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Kymberly Horner
Economic Development Director

SUBJECT: Receive a Report on Ygrene and the Residential and Commercial Property Assessed Clean Energy (PACE) Financing Program (10/20/10)

CONTACT: Kymberly Horner, Economic Development Director
Kymberly.Horner@oxnard.org, 385-7407

RECOMMENDATION:

1. That the City Council adopt a resolution consenting to Inclusion of Properties within the City's Jurisdiction in the California Home Finance Authority (CHF) Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in the CHF joint exercise of powers authority related thereto ("SB 555 PACE Program Resolution"); and
2. That the City Council adopt a resolution consenting to Inclusion of Properties within the City's Jurisdiction in the California Home Finance Authority AB 811 PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure ("AB 811 PACE Program Resolution").

BACKGROUND

CHF, which is in the process of formally changing its name to Golden State Finance Authority, is a joint powers authority established pursuant to Government Code Section 6500 et seq. (the "Act"). There are currently dozens of counties and cities throughout the state who participate in CHF. A copy of CHF's Joint Exercise of Powers Agreement, as originally entered into on July 1,

1993 and amended various times over the years, is attached as Exhibit “A” to the SB 555 Pace Program Resolution. The City must join the CHF as an associate member in order for its residents and businesses to participate in the PACE financing programs.

CHF PACE Financing Programs

CHF has established two PACE financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF's PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, reduce peak energy demand, increase property values and generate savings on utility bills for property owners. Ygrene is a provider of residential, multifamily and commercial property assessed clean energy financing. The privately funded Ygrene program provides immediately accessible financing with no upfront payments for energy efficiency, renewable energy, water conservation, and in certain areas hurricane protection, electrical vehicle charging stations and seismic upgrades. By making this program available to residential and commercial property owners, Ygrene is expected to create thousands of jobs and to invest money into the local economies.

Approval in Local Jurisdictions

Ygrene is currently available in the following Ventura County jurisdictions:

- Ventura City
- Thousand Oaks
- Camarillo
- Moorpark

Alignment with City and County Programs

If Staff's recommendation is approved, the PACE financing options would immediately be made available for property owners to make improvements to their properties. There is great potential for PACE financing to kick start a number of improvement projects that would bring additional economic activity to Oxnard and result in cost savings to local businesses and homeowners facing higher utility bills.

Ygrene is also an approved member in San Luis Obispo County (and various cities therein) and works closely with the emPower program to ensure the highest possible program participation and customer experience. Ygrene is currently under review by Ventura County and plans to collaborate with the local emPower program to provide the equivalent, highest quality service delivery based on the needs of the local market.

Finally, Ygrene has been providing both residential and commercial PACE financing to many other agricultural communities throughout the state. Those include Butte and Yolo Counties and the Coachella Valley since 2013. Most recently, the City of Salinas in Monterey County was introduced to Ygrene due to the availability of program opportunities for the city's industrial sector.

PACE Program Considerations

- The programs support development of renewable energy sources, installation of energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment.

- Only property owners who voluntarily choose to participate in the programs will be subject either to assessments or special taxes.
- Program financing provides an affordable method for many property owners to reduce their energy costs and improve their properties.
- While early payment premiums may apply in some circumstances, property owners can choose to pay off the program financing at any time.
- Ygrene has established many consumer protection standards, including lending practices).
- The City incurs no financial obligations as a result of program participation.
- Once the Council passes the resolutions, the City will incur no costs, and no staff time is required for administration or funding of the PACE program.

Participation In Other PACE Programs:

The City of Oxnard has previously approved participation in another PACE program. Adding the CHF PACE programs, to be administered by Ygrene, provides more choice and competition for City property owners, with particular emphasis on making commercial PACE a viable option (relevant to agricultural and multi-family properties). It will not add to or require any additional costs or responsibilities for the City.

STRATEGIC PRIORITIES:

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

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

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

FISCAL IMPACT:

There are no fiscal impacts associated with the recommended actions. There is no cost to the City to become an associate member of CHF or to participate in the PACE programs described in this report. The City will have no administrative responsibilities, marketing or financial obligations associated with the PACE program. The City is only responsible for adopting resolutions allowing property owners access to the program. There is no financial commitment or financial contribution required of the City to allow its residents to participate in the program.

ATTACHMENTS:

Ygrene
September 20, 2016
Page 4

Attachment #1 Consenting to Inclusion of Properties

Attachment #2 California Home Finance Authority

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Oxnard (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the Authority PACE Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency, and in doing so cooperate with Authority in order to efficiently and economically assist property owners within the City in financing such Improvements; and

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached

as Exhibit “A” hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

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

1. This City Council finds and declares that properties in the City’s incorporated area will be benefited by the availability of the Authority PACE Program to finance the installation of the Improvements.
2. This City Council consents to inclusion in the Authority PACE Program of all of the properties in the jurisdictional boundaries of the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority PACE Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.
4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.
5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority PACE Program within the City, and report back periodically to this City Council on the success of such program.
6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED THIS 20th day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Exhibit A

CALIFORNIA HOME FINANCE AUTHORITY**AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or **"Project"** means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or **"RCRC"** means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and

any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act..

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose

- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve ex officio as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board. The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
 Amended and restated December 10, 1998
 Amended and restated February 18, 1999
 Amended and restated September 18, 2002
 Amended and restated January 28, 2004
 Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD (“CITY”), CALIFORNIA CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

Recitals

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the “Authority”) has established the Community Facilities District No. 2014-1(Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the “Act”) and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the “District”); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the “Authorized Improvements”); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the “Authority JPA”) to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the “Unanimous Approval Agreement”), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy efficiency and water conservation and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Authorized Improvements; and

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

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

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.
2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.
3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.
4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.
5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within the City, and report back periodically to this City Council on the success of such program.
6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority.

PASSED AND ADOPTED THIS 20th day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: September 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

A handwritten signature in black ink that reads "Daniel Rydberg".

SUBJECT: Fourth Amendment to Purchase Order No. 4203 with Kemira Water Solutions for Supply and Delivery of Ferric Chloride to the Wastewater Treatment Plant (5/5/5)

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a Fourth Amendment to Purchase Order No. 4203 with Kemira Water Solutions (Kemira) for the supply and delivery of Ferric Chloride to the Wastewater Treatment Plant, extending the expiration date from June 30, 2016 to October 16, 2016 and adding \$125,000 to the amount, increasing the total from \$1,529,790 to \$1,654,790.

BACKGROUND

On August 1, 2012, the City issued a Request for Bids (RFB) for treatment chemicals for the Wastewater Treatment Plant, the Advanced Water Purification Facility, the Water Campus, and the Water Blending Station No. 3. The City sent the RFB to eleven (11) known companies who provide these chemicals, and also advertised the RFB on the City's website and in the local newspapers. The closing date for the RFB was August 23, 2012. Since it was unlikely that any one company would be able to provide all the treatment chemicals needed, the City allowed bidders to submit bids for the chemicals that they were able to provide. Kemira Water Solutions and California Water submitted bids for ferric chloride with Kemira being the lowest responsible bidder. The City subsequently issued a one-year purchase order, with the option to extend the purchase order three additional one-year terms per the bid documents and subject to agreement

Fourth Amendment to Purchase Order No. 4203 with Kemira Water Solutions
September 20, 2016
Page 2

of all parties.

Kemira is holding the unit price at \$1.33 per gallon. This Fourth Amendment will fund the final portion of the Purchase Order through October 16, 2016. Staff has issued a Request for Bid for Chemicals and will come back to Council to award a new contract for Supply and Delivery of Ferric Chloride in the near future.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Funds are available in the Wastewater Treatment Operation Division budget, account 621-6202-843-81.04 in the amount of \$125,000 to cover the cost of this Fourth Amendment to Purchase Order No. 4203.

ATTACHMENTS:

Attachment A - Fourth Amendment to Purchase Order 4203



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.
004203**

DATE: 9/8/2016

VENDOR PHONE: (863)533-5990

VENDOR FAX: (863)533-7077

VENDOR #: 14565

VENDOR ADDRESS: KEMIRA WATER SOLUTIONS, INC. **SHIP TO:** WASTEWATER TREATMENT PLT
MAIL CODE 5581 6001 S. PERKINS ROAD
P.O. BOX 105046 OXNARD, CA 93033
ATLANTA, GA 30348-5046

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
10/16/2013		N/A	09/08/2016	—	
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		Z BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

CHANGE ORDER

1	482,790.00 / DL	FERRIC CHLORIDE-40%	1.0000 482,790.00
2	432,000.00 / DL	CHANGE ORDER NO. 1	1.0000 432,000.00
3	440,000.00 / DL	ENCUMBER CHANGE ORDER #2	1.0000 440,000.00
4	175,000.00 / DL	ENCUMBER FUNDS FOR TO COMPLETE FY 2015-2016	1.0000 175,000.00

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

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CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

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		Multiple Accounts		Z BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

5	ENCUMBER ADDITIONAL FUNDS TO OCTOBER 2016	
	125,000.00	1.0000 125,000.00
	/ DL	

RFB PW-13-1 FERRIC CHLORIDE-40% FOR THE WWTP
\$1.33 PER GAL, ESTIMATE-330,000 GALLONS ANNUALLY
TOTAL NOT TO EXCEED \$438,900 FOR THE FIRST ANNUAL
PERIOD. TAXES, FUEL CHARGES AND MILL TAX EXTRA.
10% HAS BEEN ADDED TO ACCOUNT FOR THESE CHARGES.
OPTION FOR THREE ADDITIONAL ONE-YEAR EXTENSIONS.
SEE ATTACHED SPECIAL PROVISIONS AND BY ACCEPTANCE
OF THIS PURCHASE ORDER YOU ACCEPT THE TERMS AND
CONDITIONS OF THE CITY OF OXNARD.
CHANGE ORDER NO. 1 FOR \$432K TO 621-6202-843-8104
10/15/14 ENCUMBERED CHANGE ORDER #2 FOR \$440,000
FROM 621-6202-843-8104.CCRC APPROVED 10/14/14.
EXTEND EXPIRATION DATE TO 10/16/15.MH
11/3/15 CCRC APPROVED REQUEST TO ENCUMBER F
\$175,000 TO COMPLETE FY 2015-2016 AND RENEW
PURCHASE ORDER BY EXECUTING THE THIRD OF THE THREE

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

**PURCHASE
ORDER NO.**
004203

DATE: 9/8/2016

VENDOR PHONE: (863)533-5990
 VENDOR FAX: (863)533-7077
 VENDOR #: 14565
 VENDOR ADDRESS: KEMIRA WATER SOLUTIONS, INC. SHIP TO: WASTEWATER TREATMENT PLT
 MAIL CODE 5581 6001 S. PERKINS ROAD
 P.O. BOX 105046 OXNARD, CA 93033
 ATLANTA, GA 30348-5046

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FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		Z BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

ONE-YEAR EXTENSIONS. NEW EXPIRATION DATE 10/16/16.

9/8/16 ENCUMBERED \$125,000 FROM 621-6202-843-8104

THROUGH 10/16/16.MH

APPROVED AS TO AMOUNT:

 Greg Nyhoff, City Manager

TOTAL PURCHASE AMOUNT

\$1,654,700.00

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
 Order number above.

AUTHORIZED SIGNATURE. _____

Tim Flynn, Mayor

ATTEST:

 Daniel Martinez,
 City Clerk

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

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CITY OF OXNARD
300 WEST 3RD STREET
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FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		Multiple Accounts		Z BRUCE E. DANDY	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

Account	Project	Amount
62162028438104		1,654,790.00

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor 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 Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor'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, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, 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 CG0001ED, November 1988);
 - ii. 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 Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. 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. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.