

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
December 20, 2016
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

C. CEREMONIAL CALENDAR

D. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

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

E. 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

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.

City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

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

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

G. REVIEW OF INFORMATION/CONSENT AGENDA

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

H. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

I. INFORMATION CONSENT AGENDA

City Manager Department

1. 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: A) Bartel & Associates, LLC., to provide a PARS retirement enhancement plan actuarial valuation as of June 30, 2015 (\$28,300); B) Sintra Group to conduct Police Department background investigation services (\$240,000); and C) Republic Elevator for elevator maintenance and repair services (\$60,000).

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

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

City Treasurer Department

2. SUBJECT: Six Month Extension of the General Banking Services Agreement

RECOMMENDATION: That City Council approve and authorize the Mayor to sign a six month extension with Bank of America for general banking services in the amount of \$237,000.

Legislative Body: CC

Contact: Phillip S. Molina

Phone: 385-7808

Development Services Department

3. **SUBJECT:** Second Reading of Ordinance 2913 Repealing and Replacing the City's Affordable Housing Inclusionary Program Ordinances 2615 and 2721
RECOMMENDATION: That City Council adopt Ordinance 2913 repealing the City's All Affordable Housing Opportunity Program Ordinance 2870 and replacing it with new Division 7C to Article V of Chapter 16 to the Oxnard Municipal Code to amend and codify the City's All Affordable Housing Opportunity Program (AAHOP).
Legislative Body: CC Contact: Ashley Golden Phone: 385-7882
4. **SUBJECT:** Second Reading of Ordinance 2912 Amending the City's Density Bonus Regulations and Related Incentives and Concessions
RECOMMENDATION: That City Council adopt Ordinance 2912 amending the City's density bonus regulations and related incentives and concessions by repealing Division 7 of Chapter V of Chapter 16 of the Municipal Code (Sections 16-410 through 16-410M) and replacing them with new Division 7A of Chapter V of Chapter 16 of the Municipal Code and new Sections 16-410A through 16-410V.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7882
5. **SUBJECT:** Second Reading of Ordinance 2914 Amending Division 13 of Article V of Chapter 16 of the Municipal Code
RECOMMENDATION: That City Council adopt Ordinance 2914 amending Division 13 of Article V of Chapter 16 of the Municipal Code from "second units" to "accessory dwelling units", revising the title of Section 16-465 of the Municipal Code to "Accessory Units, Standards for Review", revising Section 16-465 of the Municipal Code, amending a related cross reference in Section 16-21, amending a related definition in Section 16-10, and amending portions of Section 16-622 relating to parking for accessory dwelling units.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7882
6. **SUBJECT:** Second Reading of Ordinance 2915 Repealing and Reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code
RECOMMENDATION: That City Council adopt Ordinance 2915 repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.
Legislative Body: CC Contact: Ashley Golden Phone: 385-7882

Public Works Department

7. **SUBJECT:** Second Amendment to Agreement No. 6422-13-DS with Iteris, Inc. for On-Call Operation and Maintenance Services of the City's Transportation Management Center (TMC) and Intelligent Transportation System (ITS) Infrastructure
RECOMMENDATION: That the City Council approve the Second Amendment with Iteris, Inc. for on-call operation and maintenance (O&M) services for the maintenance of the City's

Transportation Management Center (TMC) and Intelligent Transportation System (ITS) infrastructure, which extends the agreement for two years and increases the cost by \$100,000, for a total agreement cost of \$300,000 over a five year period.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

J. REPORTS

Finance Department

1. SUBJECT: Agreements and Appropriation for Various Landscape Maintenance Districts (LMDs) and Community Facilities Districts (CFDs) (10/20/30)

RECOMMENDATION: That City Council:

Receive an update on the current status of improvements in the Assessment Districts.

Approve and authorize the City Manager to execute the following agreements:

Agreement No. A-7926 with Fenceworks, Inc. for LMD #33 El Paseo in the amount of \$30,799.60 for the detention basin located at Paseo Nogales and Paseo Hacienda.

Agreement No. A-7930 with Fenceworks, Inc. for LMD #38 Aldea Del Mar in the amount of \$60,064.30 for the detention basins located at Martin Luther King Jr. Drive and Limonero Drive.

Agreement No. A-7931 with Fenceworks, Inc. for LMD #40 Cantada in the amount of \$25,302.85 for the detention basin located at Rose Avenue and Cesar Chavez Drive.

Agreement No. 7680-16-PW with Kaneko Landscaping for LMD #40 Cantada in the amount of \$32,000 for work related to the overgrowth of roots and lifting of sidewalks to an unsafe level.

Approve a budget appropriation in the amount of \$363,528 for the current Fiscal Year 2016-17 from fund balance of various LMDs and CFDs for special projects and existing operations.

Approve a budget appropriation in the amount of \$166,644 to transfer funds between LMD #39 and LMD #46.

Approve a budget appropriation in the amount of \$297,010 to transfer funds between the two LMD #39.

Legislative Body: CC

Contact: Jim Throop

Phone: 385-7475

Public Works Department

2. SUBJECT: Fourth Amendment to Agreement with Carollo Engineers, Inc. for Public Works Integrated Master Planning Including Condition, Assessment, Operations, Maintenance & Performance Optimization (Agreement No. A-7668) (5/15/15)

RECOMMENDATION: That City Council approve and authorize the Mayor to execute the Fourth Amendment to the Agreement with Carollo Engineers, Inc., for Public Works Integrated Master Planning including Condition Assessment, Operations, Maintenance & Performance Optimization (Agreement No. A-7668), in the amount of \$151,000, to bring the total amount to \$4,757,116, for the completion of services.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

3. SUBJECT: Proposition 218 Process, Review of Wastewater Rates and Formation of Utility Ratepayers Advisory Panel (10/20/20)

RECOMMENDATION: That City Council:

- 1) Direct staff to begin a new Proposition 218 process to review wastewater rates;
- 2) Review information regarding the City's wastewater rates and the formation, structure, and process of a Utility Ratepayers Advisory Panel (URAP) for a recommendation regarding wastewater rates; and
- 3) Direct the Utilities Task Force to appoint members to the Utility Ratepayers Advisory Panel.

Legislative Body: CC

Contact: Daniel Rydberg

Phone: 385-8055

K. 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.

L. ADJOURNMENT



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: December 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) Bartel & Associates, LLC., to provide a PARS retirement enhancement plan actuarial valuation as of June 30, 2015 (\$28,300); B) Sintra Group to conduct Police Department background investigation services (\$240,000); and C) Republic Elevator for elevator maintenance and repair services (\$60,000).

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

BACKGROUND

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

FINANCIAL IMPACT

Funding information is included on the attached list.

Agreements for City Council Review
December 20, 2016
Page 2

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 December 20, 2016

City Manager Contract List for 12/20/2016

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

A Consulting services for PARS, PERS and GASB 68

Vendor: Bartel & Associates LLC
Type: Original Agreement
Agreement No.: 7665-16-FN
Amendment No.: N/A
Purchase Order No.:
Begin Date: 10/20/2016
End Date: 03/31/2017
Term: 5 months

Amount to be Approved: \$28,300
Current FY Amount: \$28,300
Total Contract Amount: \$28,300
Funding Source: General Fund
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Jim Throop
Department: Finance Department
Telephone: 385-7461
Email: jim.throop@oxnard.org

Purpose:

Staff is requesting authorization to enter into an agreement with Bartel & Associates, LLC., to provide a PARS retirement enhancement plan ("REP") Actuarial valuation as of June 30, 2015.

Project CalPERS contribution rates, including asset return sensitivity for each fiscal year through 2023/24 including the impact of recent changes and showing risk mitigation impact on contributions and funded status. A consolidated GASB 68 report will be provided with all required actuarial information. Consultant was selected based on their extensive knowledge in this field.

B Background Investigation Services

Vendor: Sintra Group
Type: Original Agreement
Agreement No.: 7705-16-PO
Amendment No.: N/A
Purchase Order No.: 2974
Begin Date: 01/02/2017
End Date: 01/02/2019
Term: 2 Year

Amount to be Approved: \$240,000
Current FY Amount: \$60,000
Total Contract Amount: \$240,000
Funding Source: General Fund
Vendor Selection Process: Request for Proposals (RFP)
of Bids/Proposals/Quotes: 4
Project Manager: Scott Whitney
Department: Police Department
Telephone: 385-8300
Email: charles.woodruff@oxnardpd.org

Purpose:

Staff is requesting authorization to enter into an agreement with the Sintra Group to conduct Police background investigation services. On October 27, 2016 a request for proposal was conducted for Police Background Investigation Services. Four vendors submitted proposals and Sintra Group met the requirements and needs of the Police Department.

The selected firm will process background investigative services for civilian and sworn positions at the Peace Officer Standards in Training (POST) level. Our standards are audited yearly from POST to confirm we are within their guidelines. The proposal was published in the local newspaper and on the city website.

It is the recommendation of the Department that a two (2) year contract not to exceed \$240,000, be offered to Sintra Group.

City Manager Contract List for 12/20/2016

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

C Elevator Maintenance and Repair Services

Vendor:	E. N. Dell Company, Inc. d.b.a. Republic Elevator Company	Amount to be Approved:	\$60,000
Type:	Amendment	Current FY Amount:	\$60,000
Agreement No.:	7340-15-CM	Total Contract Amount:	\$90,000
Amendment No.:	1	Funding Source:	Fund: Facilities Maintenance Acct # 735-7401-852-8209
Purchase Order No.:	5791	Vendor Selection Process:	Informal Bids
Begin Date:	01/01/2016	# of Bids/Proposals/Quotes:	3
End Date:	12/31/2017	Project Manager:	Daniel Rydberg
Term:	1 year	Department:	Public Works - Maintenance Services
		Telephone:	385-8082
		Email:	art.gutierrez@oxnard.org

Purpose:

Staff is requesting authorization to enter into a First Amendment with Republic Elevator Company for elevator maintenance and repair services in the amount of \$60,000.

Republic Elevator Company will furnish monthly examinations and preventive maintenance of the City's elevator equipment including cleaning of the machine, motor, bearing, and guide lubrication. Republic Elevator Company will also make all minor adjustments as needed and provide written proposals for approval for any repairs beyond the contracts scope of work or repairs deemed necessary by the State of California's yearly inspections.

Informal bids were obtained and three bids were submitted. Republic Elevator Company was the lowest responsive bid and a contract was issued to Republic for one year.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: December 20, 2016

TO: City Council

FROM: Phillip Molina
City Treasurer

SUBJECT: Six Month Extension of the General Banking Services Agreement

CONTACT: Phillip Molina, City Treasurer
Phillip.Molina@oxnard.org, 385-7808

RECOMMENDATION:

That City Council approve and authorize the Mayor to sign a six month extension with Bank of America for general banking services in the amount of \$237,000.

BACKGROUND

The City's Umbrella General Banking Services Agreement with Bank of America will end December 31, 2016. This original agreement was signed December 23, 2010. That agreement provides the City with deposit services, investment services, account maintenance services, paper disbursement services, general ACH services, remote deposit account maintenance, item storage, image maintenance and a number of other banking services.

As part of that agreement, the City has a "sweep" account, which generates some earnings on cash that would otherwise not be invested in our account overnight. I have decreased the required cash balance from \$25,000,000 to \$500,000 meaning any cash in our over-night balance that exceeds \$500,000 will be invested, thus reducing the amount of idle cash in the overnight balance that is not invested. This will both increase earnings and decrease the insurance cost charged to the City for holding the amount of cash in their safe.

The City will issue a Request for Proposal (RFP) to all responsible banks to provide the City the opportunity to get competitive rates. However, because it is expected that preparing the RFP, receiving responses and making a final recommendation could take 3-6 months, the City Treasurer requests that the Council direct the Mayor to sign a six month extension of the current

Six Month Extension of the General Banking Services Agreement

December 20, 2016

Page 2

General Banking Services Agreement authorizing the City Manager and City Treasurer to extend that agreement for 6 months. The current month's charge to the City for these services was \$40,546.54, and the estimated charges approximates \$39,500 or \$237,000 for six months, and is allocated to the City Treasurer and the three Enterprise Funds (Water, Wastewater and Environmental Resources) based on their respective usage.

The current banking agreement was last signed December 23, 2010.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

FINANCIAL IMPACT

The current month's charge to the City for these services was \$40,546.54, and the estimated charges approximates \$39,500 or \$237,000 for six months, and is allocated to the City Treasurer and the three Enterprise Funds (Water, Wastewater and Environmental Resources) based on their respective usage. The monthly cost is estimated at \$39,500 or \$237,000 for six months and is slightly lower than the prior actual costs. \$264,182 in budgeted bank charges is included in the Adopted FY16-17 Budget.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: December 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Ashley Golden
Development Services Director

SUBJECT: Second Reading of Ordinance 2913 Repealing and Replacing the City's Affordable Housing Inclusionary Program Ordinances 2615 and 2721

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

RECOMMENDATION:

That City Council adopt Ordinance 2913 repealing the City's All Affordable Housing Opportunity Program Ordinance 2870 and replacing it with new Division 7C to Article V of Chapter 16 to the Oxnard Municipal Code to amend and codify the City's All Affordable Housing Opportunity Program (AAHOP).

ATTACHMENTS:

Attachment A. Ordinance 2913 AAHOP

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. 2913

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING THE CITY'S ALL AFFORDABLE HOUSING OPPORTUNITY PROGRAM ORDINANCE 2870 AND REPLACING IT WITH NEW DIVISION 7C TO ARTICLE V OF CHAPTER 16 TO THE OXNARD MUNICIPAL CODE TO AMEND AND CODIFY THE CITY'S ALL AFFORDABLE HOUSING OPPORTUNITY PROGRAM (AAHOP)

WHEREAS, in 2013, the City Council adopted uncodified ordinance 2870 ("AAHOP Ordinance") and, by ordinance 2689, designated 36 AAHOP sites to which the "-AH" additive was applied to their respective zoning designations, to thereby provide such sites with the increased ability to develop affordable housing on those sites; and

WHEREAS, since 2013, when the City of Oxnard (City) first adopted the AAHOP ordinance, the City has determined that improvements to the AAHOP ordinance are warranted; and

WHEREAS, it is in the best interest of the public to establish and update reasonable standards relating to provision of affordable housing in specified zones in the City; and

WHEREAS, updating and codifying the "AAHOP Ordinance" within the Municipal Code will assist in the implementation and administration of the City's 2013-2021 Housing Element; and

WHEREAS, the Planning Commission held two study sessions, received and considered public comments, and voted unanimously to recommend approval of this zone text amendment at its meeting of November 17, 2016.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Part 1. A new Division 7C is hereby added to Article V of Chapter 16 of the Municipal Code which shall be entitled, "All Affordable Housing Opportunity Program (AAHOP) and -AH Additive Zone" and shall provide as follows:

Sec. 16-420A. Intent.

The All-Affordable Housing Opportunity Program (AAHOP) and its main implementation tool, the Affordable Housing (-AH) additive zone designation, is a City-initiated program to provide realistic and more-certain opportunities for developers and the non-profit sector to develop all-affordable residential developments to help reach the City's Regional Housing Needs Allocation (RHNA). AAHOP is a City incentive that is separate, and in addition to, the "State" Density Bonus authorized by Division 7A (commencing with section 16-410A). AAHOP projects may apply for, and obtain a density bonus and concession(s). AAHOP projects are intended to create a quality of life and appear substantially similar to market rate developments of a similar size and architectural style.

Sec. 16-420B. Creation and Selection of Additive Zones (AH)

- A. *Additive Zone.* Additive zone designations act as a suffix to the underlying zone designation. The AAHOP additive designation is “-AH.” The -AH designation does not change allowable uses and/or density from the underlying zone but adds the right to develop properties in a manner consistent with this Division 7A.
- B. *Selection of AAHOP Sites.* The parcels and aggregations of parcels with the -AH additive zone designation are shown in the Housing Element (2030 General Plan, Chapter 8) Supplement 2. AAHOP-designated sites do not necessarily have to be available for sale or require owner permission to be “-AH” designated, although both conditions are preferred. Supplement 2 may be amended to add, remove, or modify the AAHOP sites by the City Council as a component of an AAHOP zone change ordinance.
- C. *Rolling Inventory.* If an AAHOP-designated site is approved for a non-AAHOP use with a General Plan or zoning amendment, use permit, or other action the City shall designate a replacement AAHOP site (or combination of sites) if required to maintain a “rolling” AAHOP potential unit inventory that meets or exceeds the then-remaining RHNA allocation for extremely low, very low, and low income housing for the current RHNA planning period, as calculated by the director. The City shall be responsible for the designation of replacement AAHOP site(s) within one year from the date of the approved entitlements unless the rolling inventory for extremely low, very low, and low income housing subsequently exceeds the remaining RHNA need. Private parties may propose AAHOP sites through the rezoning process in combination with an AAHOP application process.
- D. *Evaluation of Sites for AAHOP Inventory.* In determining additional parcels or groups of parcels that may be suitable for the -AH additive zoning, potential sites shall be evaluated for their potential compatibility with adjacent land uses and availability of public services and found to either be suitable or have the potential to be suitable with appropriate design that transitions to adjoining neighborhoods.

Sec. 16-420C. Permitted Uses

- A. *Multifamily.* Multifamily affordable residential uses are allowed by right in AAHOP zones if they meet all other applicable requirements of this division.
- B. *Mixed Use Permissible.* AAHOP projects are also permissible if they are constructed in addition to other permitted or conditional uses that are permitted in accordance with the underlying zoning designation.
- C. *Underlying Zoning Permissible.* As the AH additive designation does not replace the 2030 General Plan land use or underlying zone designations, any proposed use or development

other than an all-affordable AAHOP project shall be governed by the 2030 General Plan and zone designations and applicable standards and guidelines.

- D. *Specific Plans.* To the same extent as required for all other projects, AAHOP projects shall be consistent with any applicable adopted specific plan, Urban Village strategy or concept plan, and Downtown Strategic Plan.

Sec. 16-420D. Affordability Requirements

- A. *100% Affordable.* All housing units built pursuant to this division shall be affordable to extremely-low income, very low income, low-income, or moderate-income households as defined and periodically updated by the U.S. Department of Housing and Urban Development for Ventura County.
- B. *Moderate Units and RHNA.* If a project proposes to provide for-sale or rental moderate-income units, said units may only be used to qualify the project for AAHOP if, at the time of the approval of the project, the number of proposed moderate units will not exceed the number of moderate units the City needs to meet its RHNA allocation in the current planning period (as calculated by the director), and shall not exceed 25 per cent of any project.
- C. *Manager's Unit.* For a project with between 10 and 40 units, one manager's unit is exempt from the affordability requirement. For a project between 41 and 80 units, up to two manager's units are exempt from the affordability requirement. For projects of 81 or more units, up to three manager's units are exempt from the affordability requirement. Projects that provide 9 or less affordable units do not obtain an exemption for a manager unit.
- D. *Deed Restrictions.* Each affordable unit must be deed restricted in an appropriate manner and by appropriate instruments as determined by the City Attorney.

Sec. 16-420E. Density of Units

- A. *Minimum Number of Units.* To obtain a concession under section 16-420F, below, at least 16 affordable units shall be provided.
- B. *Maximum Density.* The allowable density of units per acre for the AH additive zone is the amount shown on the zoning map. All sites allow between 20 and 39 units per acre. AAHOP project density is based on the site size less land dedications for roadway widening required by the 2030 General Plan Circulation Diagram (Figure 4-1).
- C. *Density Bonus Applications.* Because AAHOP projects are 100 percent affordable, they automatically qualify for the State Density Bonus if the developer files a Density Bonus permit request under Division 7A of Article V of Chapter 16 (commencing with section 16-410A).

- D. *Subdivisions.* AAHOP projects may be subdivided in a manner that portions of the project may exceed the designated housing density or have a different compatible use, so long as the overall applicable density is achieved.

Sec. 16-420F. Plan Review and Processing

- A. *Application.* An AAHOP project shall be identified by the applicant at the time of the DDR application. The DDR application fee and applicable supplemental development and environmental analysis and impact fees are required.
- B. *Standards.* The Attached Dwelling Unit Development Standards apply (City Code §16-360 to 16-363). Maximum building heights have been set at six-stories by the 2030 General Plan and an increase in allowed stories up to six will not be counted as a concession.
- C. *Design.* AAHOP projects shall incorporate good design principles and include on-site amenities appropriate for the resident population to be served.
- D. *Concessions.* An AAHOP project applicant that provides at least 15 affordable units may identify and request one development standard concession as part of the DDR project application; said concession is in addition to any concessions that may be obtained through the application for and issuance of, a density bonus permit pursuant to Division 7A of this Chapter (commencing with section 16-410A).
- E. *Adjustment to Standards.* The City commits to utilizing established attached dwelling unit development standards and modifying numerical standards by plus or minus 10 percent, as necessary, to ensure requested densities (up to the maximum allowed for the subject AAHOP site) and to ensure quality development is achieved for AAHOP projects.
- F. *DDR.* A Development Design Review (DDR) process (City Code §16-525) is required for all AH-designated projects. During the DDR process, projects shall be reviewed for compliance with development and building code standard and comply with the City's standard conditions of approval. The City may require reasonable conditions of approval that implement the General Plan that will not materially affect the financial feasibility of the project.
- G. *Ministerial.* Other than a Density Bonus permit and/or subdivision map, no other discretionary review, such as a special use permit or planned unit development permit, shall be required for affordable residential projects.
- H. *CEQA.* The AAHOP DDR permit is not defined as ministerial within the meaning of CEQA and Public Resource Code 21080(b)(1): the all-affordable residential use and density of each AAHOP site is allowed by right. AAHOP projects not otherwise exempt from CEQA shall

comply with an appropriate CEQA review process. The DDR review process applies a series of fixed standards and objective measurements and does not intend to involve the use of personal or subjective judgments in deciding whether or how the project should be carried out. However, in a manner similar to allowed uses in the City's industrial zones, there are implied and explicit quality of life, public safety, and environmental performance standards that may require reasonable interpretive judgement by professionals to ensure that an AAHOP project is similar to comparable and contemporaneous market-rate developments.

- I. *Impact Fees.* AAHOP projects shall pay all applicable impact fees, provide appropriate design and engineering studies, and otherwise follow the applicable entitlement process for a discretionary project of comparable size and use. AAHOP applicants may request alternative impact fee payments and/or credits as allowed by applicable codes and regulations.
- J. *Community Involvement.* AAHOP project applicants shall provide information and make a project presentation at three community meetings: 1) a conceptual proposal at an Inter-Neighborhood Community Organization (INCO)-recognized neighborhood council meeting in which the proposed project is located or by an advertised local neighborhood meeting if the INCO neighborhood council is inactive or does not provide a meeting opportunity within 60 days of a written request, 2) an AAHOP DDR application presentation at the INCO or an advertised community meeting if the INCO neighborhood council is inactive or does not provide a meeting opportunity within 60 days of a written request, and 3) a DDR approval-ready project at a regularly scheduled Planning Division Community Workshop. All three presentations shall include discussion of project site design, circulation, and architectural elevations and solicit and consider public suggestions regarding design compatibility with surrounding uses and possible environmental impacts. The director shall determine the appropriate amount of notice for each meeting based on the size and location of the AAHOP project. Nothing in this section precludes a developer from additionally engaging the INCO and/or a neighborhood or any other community organization in addition to the three required meetings.

Sec. 16-420G. Assistance for AAHOP Projects

The City Council may, but is not required to, consider the following forms of assistance, among other forms of assistance: providing funding (e.g. in-lieu fees, gap financing, costs of public improvements such as sidewalks), providing soft costs for project development and deferment of development impact fees and project review fees.

Sec. 16-420H. Interpretation of this Division

- A. *No effect on other sites.* Nothing in this division prevents all or partially affordable housing projects being developed on non-AH-designated sites pursuant to the applicable 2030 General Plan and zoning designations, density bonus permit process, development standards, CEQA review, and applicable permitting procedures.

- B. *Development Standards.* Nothing in this division shall be interpreted to require the City to waive or reduce development standards if the waiver or reduction would have a specific, adverse impact, as defined by paragraph (2) of subdivision (d) of Government Code Section 65589.5, upon health, safety, the physical environment, or any real property listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact.
- C. *Design.* Nothing in this division shall be interpreted as authorizing or encouraging the development of projects with lower quality design compared with non-AAHOP projects. AAHOP projects are held to the same building codes, landscape requirements, and exterior architectural standards as comparable and contemporaneous market-rate developments.

Part 2. The City shall maintain a list of designated AAHOP sites with pertinent parcel, 2030 General Plan, and zoning information within the 2013-2021 Housing Element, Supplement 2.

Part 3. 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 4. 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 December 13, 2016, and finally adopted on _____, to become effective thirty (30) days thereafter.

Part 5. This ordinance shall become effective thirty (30) days after it is finally adopted.

Part 6. The City Council directs as follows:

- a. 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 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.
- b. City staff is directed and authorized to take all prudent actions to effect the purposes of this ordinance.

Ordinance No. 2913
 Codification of All Affordable Housing Opportunity Program
 Page 7 of 7

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

 Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

 Michelle Ascencion, City Clerk

 Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: December 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Ashley Golden
Development Services Director

SUBJECT: Second Reading of Ordinance 2912 Amending the City's Density Bonus Regulations and Related Incentives and Concessions

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

RECOMMENDATION:

That City Council adopt Ordinance 2912 amending the City's density bonus regulations and related incentives and concessions by repealing Division 7 of Chapter V of Chapter 16 of the Municipal Code (Sections 16-410 through 16-410M) and replacing them with new Division 7A of Chapter V of Chapter 16 of the Municipal Code and new Sections 16-410A through 16-410V.

ATTACHMENTS:

Attachment A. Ordinance 2912 State Density Bonus Ordinance

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. 2912

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING THE CITY'S DENSITY BONUS REGULATIONS AND RELATED INCENTIVES AND CONCESSIONS BY REPEALING DIVISION 7 OF CHAPTER V OF CHAPTER 16 OF THE MUNICIPAL CODE (SECTIONS 16-410 THROUGH 16-410M) AND REPLACING THEM WITH NEW DIVISION 7A OF CHAPTER V OF CHAPTER 16 OF THE MUNICIPAL CODE AND NEW SECTIONS 16-410A THROUGH 16-410V

WHEREAS, it is in the best interest of the public to establish reasonable standards relating to provision of affordable housing; and

WHEREAS, California Government Code (Gov. Code) section 65915 requires municipalities to allow specified combinations of density bonuses, incentives and concessions to development projects that provide either housing for seniors and/or for individuals of extremely low income, low income, very low income, or of moderate income; and

WHEREAS, since the time the City last updated Division 7 of Chapter 16, sections 16-410 to 16-422, Incentives to Create Affordable Housing, there have been various changes in applicable laws including the passage of AB 2222 (GC 65915 and 65915.5) which became effective January 1, 2015, and AB 744 (GC 65915) effective January 1, 2016; and

WHEREAS, updating the City's density bonus zoning regulations will assist in the implementation of the City's 2013-2021 Housing Element and required by the Department of Housing and Community Development (HCD) for HCD-certification as required by applicable State law; and

WHEREAS, the City's density bonus regulations and related concession/incentive program meet the minimum requirements of state law.

WHEREAS, the Planning Commission held two study sessions, received and considered public comments, and voted unanimously to recommend approval of this zone text amendment at its meeting of November 17, 2016.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Part 1. Existing Division 7 of Article V of Chapter 16 of the Municipal Code, entitled "Incentives to Create Affordable Housing", which includes sections 16-410A through 16-410M, is hereby repealed.

Part 2. A new Division 7A is hereby added to Article V of Chapter 16 of the Municipal Code which shall be entitled, “Density Bonus and Related Incentives and Concessions Program” and shall provide as follows:

DIVISION 7A. DENSITY BONUS AND RELATED INCENTIVES AND CONCESSIONS PROGRAM

Sec. 16-410A Purpose

The purpose of this Division 7A is to meet the requirements set forth in Government Code Section 65915, *et seq.* (known as the State Density Bonus Law). If any provision of this Division conflicts with state law, or provides more rights than are legally required by state law, the minimum requirements of state law shall control.

Sec. 16-410B. Definitions

In addition to the definitions in Section 16.10, the following definitions apply to this division and shall control over any conflicting definitions in Section 16.10. State law definitions, as they may be amended from time to time, control over the definitions in this section. Where the definitions are provided by state law, the citation to the statute follows.

- A. Affordable Housing Benefits – means one or more of the following:
 - 1. a Density Bonus pursuant to Section 16-410H;
 - 2. an Incentive pursuant to Section 16-410L;
 - 3. a Development Standard Waiver or Modification pursuant to Section 16-410O; and
 - 4. a Parking Standard Modification pursuant to Section 16-410P.
- B. Affordable Housing Cost – means the definition set forth in Health and Safety Code Section 50052.5. (Gov. Code § 65915(c)(2)).
- C. Affordable Housing Developer – means the applicant or permittee of a Qualified Housing Development and its assignees or successors in interest.
- D. Affordable Rent – means the definition set forth in Health and Safety Code Section 50053. (Gov. Code § 65915(c)(1)).
- E. Affordable Unit – means a residential dwelling unit that is guaranteed by the Affordable Housing Developer to be rented or sold in accordance with the requirements of this division to one of the following:
 - a. a Very Low Income Household;
 - b. a Low Income Household; or
 - c. a Moderate Income Household within a Common Interest Development. (Gov. Code §§ 65915(c)(1)-(c)(2)).

- F. Child Care Facility – means a child day care facility other than a family day care home, including but not limited to infant centers, preschools, extended day care facilities, and school age child care centers. (Gov. Code § 65915(h)(4)).
- G. City – means the City of Oxnard or its designee.
- H. Common Interest Development – means any of the following: a community apartment project, a condominium project, a planned development, or a stock cooperative pursuant to Civil Code Section 4100. All Common Interest Development units must be offered to the public for purchase. (Gov. Code § 65915(b)(1)(D)).
- I. Condominium Conversion Project – means a residential project in which the applicant proposes to convert apartment units to condominiums pursuant to Government Code Section 65915.5(a).
- J. Density Bonus – except as used in Section 16-410T, Condominium Conversion Projects, means a density increase over the otherwise Maximum Allowable Residential Density as of the date of application to the City for a Qualified Housing Development. (Gov. Code § 65915(f)) As used in Section 16-410T, “Density Bonus” shall be defined as set forth in Section 16-410T.B. (Gov. Code § 65915.5(b)).
- K. Density Bonus Units – means dwelling units granted pursuant to Section 16-410H which exceed the otherwise Maximum Allowable Residential Density.
- L. Development Standard – means a site or construction condition, including, but not limited to, a height limitation, a setback requirement, a floor area ratio, an on-site open-space requirement, or a parking ratio, that applies to a residential development pursuant to the Zoning Ordinance, the General Plan, specific plan or other City condition, law, policy, resolution, or regulation. (Gov. Code § 65915(o)(1)).
- M. Housing Development – means a development project of five or more residential units, including mixed-use developments. This also includes a subdivision or Common Interest Development that is approved by the City and consists of residential units or unimproved residential lots and either a project to substantially rehabilitate and convert an existing commercial building to residential use or the substantial rehabilitation of an existing multifamily dwelling where the result of the rehabilitation would be a net increase in available residential units. (Gov. Code § 65915(i)).
- N. Household Income Category Definitions
 - (a) Very Low Income Household – means a household whose income does not exceed fifty percent (50%) of the County’s median household income as defined in Health and Safety Code Section 50105. (Gov. Code § 65915(b)(1)(B)).
 - (b) Low Income Household – means a household whose income does not exceed eighty percent (80%) of the County’s median household income as defined in Health and Safety Code Section 50079.5. (Gov. Code § 65915(b)(1)(A)).
 - (c) Moderate Income Household – means persons or families whose income does not exceed one hundred and twenty percent (120%) of the County’s median household

- income as defined in Health and Safety Code Section 50093. (Gov. Code § 65915(b)(1)(D)).
- O. Incentive – means “incentives and concessions” as that phrase is used in Government Code Section 65915(k).
- P. Market-rate Unit – means a dwelling unit that is not an Affordable Unit.
- Q. Maximum Allowable Residential Density – means the density allowed under the applicable Zoning Ordinance and the land use element of the general plan, or if a range of density is permitted, means the maximum allowable density for the specific zoning range and land use element of the general plan applicable to the project. Where the density allowed under the zoning ordinance is inconsistent with the density allowed under the land use element of the general plan, the general plan density shall prevail. (Gov. Code § 65915(o)(2)).
- R. Minimum Affordable Housing Component – means a Housing Development project which includes a minimum of any of the following:
- (a) Very Low Income Minimum Affordable Housing Component – Provides at least five percent (5%) of the Total Units for Very Low Income Household residents (Gov. Code § 65915(b)(1)(B)); or
 - (b) Low Income Minimum Affordable Housing Component – Provides at least ten percent (10%) of the Total Units for Low Income Households (Gov. Code § 65915(b)(1)(A)); or
 - (c) Moderate Income Minimum Affordable Housing Component – Provides at least ten percent (10%) of the Total Dwelling Units in a Common Interest Development for moderate income households (Gov. Code § 65915(b)(1)(D)).
 - (d) A Senior Citizen Housing Development, as that term is defined in Section 16-410(B) (Gov. Code § 65915(b)(1)(C)).
 - (e) Ten percent of the total units of a housing development for transitional foster youth, as defined in Education Code Section 66025.9, or disabled veterans, as defined in Gov. Code Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units. (Gov. Code § 65915(b)(1)(E)).
- S. Other Incentives of Equivalent Financial Value – means the reduction or waiver of requirements which the City might otherwise apply as conditions of condominium conversion approval, but shall not be construed to require the City to provide cash transfer payments or other monetary compensation. (Gov. Code § 65915.5(c)).
- T. Qualified Housing Development – means a Housing Development that meets the requirements of Section 16-410C for Density Bonus.

- U. Qualified Land – means land offered for donation in accordance with Section 16-410K that meets the criteria set forth in Section 16-410K.
- V. Senior Citizen Housing Development – means a residential development as defined in Civil Code Sections 51.3 and 51.12 or a mobilehome park that limits residency based on age requirements for housing for older persons pursuant to Civil Code Section 798.76 or 799.5. (Gov. Code § 65915(b)(1)(C)).
- W. Senior Citizen Housing Development Unit – means a residential dwelling unit within a Senior Citizen Housing Development that is available to, and occupied by, a senior citizen as defined in Civil Code Section 51.3. (Gov. Code § 65915(b)(1)(C)).
- X. Specific, Adverse Impact – means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application for the Housing Development was deemed complete. Inconsistency with the Zoning Ordinance or General Plan land use designation shall not constitute a specific, adverse impact upon the public health or safety. (Gov. Code § 65589.5(d)(2)).
- Y. Total Units and Total Dwelling Units – means dwelling units other than Density Bonus Units. (Gov. Code § 65915(b)(3)).
- Z. Zoning Ordinance – means Chapter 16 and 17 of the City of Oxnard Municipal Code.

Sec. 16-410C. Eligibility for Density Bonuses and Incentives

Density Bonuses are available to Affordable Housing Developers in accordance with this Division for the following:

- A. Housing Developments which include a Minimum Affordable Housing Component (Section 16-410H and Section 16-410T.A);
- B. Housing Developments which include a Minimum Affordable Housing Component and a Child Care Facility (Section 16-410I);
- C. Senior Citizen Housing Developments (Section 16-410J); and
- D. Land Donations for Very Low Income Housing (Section 16-410K).
- E. Ten percent of the total units of a housing development are for transitional foster youth (as defined in Education Code Section 66025.9), disabled veterans (as defined in Gov. Code Section 18541), or homeless persons (as defined in the federal McKinney-Vento Homeless Assistance Act; 42 U.S.C. Sec. 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of 55 years and shall be provided at the same affordability level as very low income units. (Gov. Code § 65915(b)(1)(E)).
- F. For the purpose of calculating a Density Bonus, the residential units must be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels.

Notwithstanding any language in this Division 7A to the contrary and consistent with the Second Appellate District case of *Kalnel Gardens v. City of Los Angeles* (2016) 3 Cal.App.5th 927, within the coastal zone, Density Bonuses shall not be available to Affordable Housing Developers if the City finds that the proposed project cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act. **Sec. 16-410D. Fees.** An application for a Density Bonus Permit shall be accompanied by the fee set by resolution of the City Council.

Sec. 16-410E. Application Required

When an applicant seeks a density bonus for a Housing Development that meets the criteria set out in Section 16-410H (Gov. Code, § 65915) the Affordable Housing Developer must comply with all of the following requirements:

- A. The applicant shall file an application for a Density Bonus Permit in accordance with Sections 16-410E and 16-410F that includes a Minimum Affordable Housing Component, whether or not the project also requires or has been granted a special use permit or other permits or approvals. (Gov. Code § 65915(b)(1)).
- B. State in the application the specific Minimum Affordable Housing Component proposed for the Housing Development. (Gov. Code § 65915(b)(2))
- C. Enter into an agreement with the City or its designee pursuant to Section 16-410S to maintain and enforce the Affordable Housing Component of the Housing Development. (Gov. Code § 65915(c)).

Sec. 16-410F. Content of Application

- A. The application for a Density Bonus Permit shall include the following information:
 1. A description of the project, including the number of dwelling units, the number of affordable units and level of affordability, and the location of the affordable units;
 2. A description of the density bonus and the incentives or concessions requested, if any, in accordance with Section 16-410H thru Section 16-410M (Gov. Code Section 65915(b)(2))(d)(1)
 3. For Parking Standard Modification requests, that the requirements of Section 16-426 are met (Gov. Code, Section 65915(p));
 4. The location, design, and phasing criteria required by Section 16-410Q, including any proposed Development Standard(s) modifications or waivers pursuant to Section 16-410O;
 5. Any proposal for the waiver or reduction of development standards which waiver or reduction is required to allow the City to avoid physically precluding the construction of a development meeting the criteria of Gov. Code Section 65915(b) at the densities or with the concessions or incentives permitted by the statute;
 6. The proposed method of ensuring the continued affordability of all low, very low rental units, or senior units, or child care facilities, that qualified the applicant for the

- award of the density bonus for at least 55 years, as required by Gov. Code, Section 65915(c)(1); and
7. Other information reasonably requested by City staff needed to establish eligibility for a requested density bonus, incentives or concessions, or to demonstrate that the Incentive meets the definition of identifiable and actual cost reductions to provide for affordable housing costs or affordable rents.
- B. For the application for a Density Bonus Permit for the donation of Qualified Land pursuant to Section 16-410K, the application must show the location of the Qualified Land in addition to including sufficient information to establish that each requirement of that section has been met. (Gov. Code § 65915(g)(2)).
 - C. The application for a Density Bonus Permit for a Housing Development that conforms to the requirements of section 16-410I and/or section 16-410L. (Gov. Code, Section 65915(b)) and includes a child care facility that will be located on the premises of, as part of, or adjacent to, the project, shall show the location and square footage of the Child Care Facility in addition to including sufficient information as how the applicant proposes to regulate attendance at the child care facility to conform to the requirements of Gov. Code Section 65915(h)(2)(B).
 - D. An application for a Density Bonus permit will not be processed until all of the provisions of this division are complied with and shall be processed concurrently with other required entitlements for which the Affordable Housing Benefit is sought.
 - E. Approval of a Density Bonus permit shall occur at the Planning Commission, unless the City Council makes the final determination for the project. The approval of the density bonus is nondiscretionary unless the City adopts written findings justifying the denial of the density bonus.

Sec. 16-410G. Effect of Proposal for Waiver or Reduction of Development Standards.

A proposal for a waiver or reduction of development standards shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to Gov. Code, Section 65915(e)(2).

Sec. 16-410H. Density Bonus Allowance for Housing Development with Affordable Housing Component

If the requirements of Section 16-410C are met, then the Affordable Housing Developer is entitled to a Density Bonus pursuant to Government Code Section 65915(f). The amount of Density Bonus to which the applicant is entitled shall vary according to the amount by which the percentage of Affordable Units offered by the applicant exceeds the percentage of the Minimum Affordable Housing Component; the applicant may also elect to accept a lesser percentage of Density Bonus or no increase in density. (Gov. Code § 65915(f)). All density calculations resulting in fractional units shall be rounded up to the next whole number. (Gov. Code § 65915(f)(5)).

Sec. 16-410I. Density Bonus for Housing Development with Affordable Housing Component and Child Care Facility

- A. Criteria. For a Density Bonus to be granted pursuant to Section 16-410I.B for a Minimum Affordable Housing Component with a Child Care Facility in a Housing Development, all of the following must be satisfied:
1. Compliance with each requirement in Section 16-410C. (Gov. Code § 65915(h)(1)).
 2. The Housing Development must include a Child Care Facility that will be located on the premises of, as part of, or adjacent to, the Housing Development. (Gov. Code § 65915(h)(1)).
 3. Approval of the Housing Development must be conditioned to ensure that both of the following occur:
 - a. The Child Care Facility must remain in operation for a period of time that is as long as or longer than the period of time during which the Affordable Units are required to remain affordable pursuant to Section 16-410S (Gov. Code § 65915(h)(2)(A)).
 - b. Of the children who attend the Child Care Facility, the children of Very Low Income Households, Low Income Households, or Moderate Income Households must equal a percentage that is equal to or greater than the percentage of dwelling units that are required under the respective Minimum Affordable Housing Component Income Category for which the Density Bonus is sought (Gov. Code § 65915(h)(2)(B)).
 4. The City has not made a finding based upon substantial evidence that the community has adequate Child Care Facilities. (Gov. Code § 65915(h)(3)).
- B. Density Bonus Allowance. If the requirements of Section 16-410I.A are met, then an applicant for a Housing Development with an Affordable Housing Component and Child Care Facility is entitled to:
1. A Density Bonus pursuant to Section 16-410H; and
 2. An additional Density Bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the Child Care Facility. (Gov. Code § 65915(h)(1)(A)).

Sec. 16-410J. Density Bonus for Senior Citizen Housing Development

An applicant for a Senior Citizen Housing Development or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Civil Code Sections 798.76 or 799.5 is entitled to a Density Bonus of twenty percent (20%) of the number of Senior Citizen Housing Development Units. (Gov. Code § 65915(b)(1)(C), (f)(3)).

Sec. 16-410K. Density Bonus for Land Donations

For a Density Bonus for a Qualified Land donation to be granted, all of the requirements of state law, as it may be amended from time to time, shall be met. See Gov. Code 65915(g). For qualifying donations, the City shall award a 15% density bonus, but in no event shall the total density bonus from all sources exceed 35%. (Gov. Code § 65915(g)(2).

Sec. 16-410L. Affordable Housing Incentives

Government Code subsections 65915(d), (j), (k) and (l) govern the following provisions regarding affordable housing incentives. Subject to Section 16-410N, all of the following applicable requirements must be satisfied to be granted an Incentive(s) pursuant to Sections 16-410L.B and 16-410M:

- A. The applicant for an Incentive may also be an applicant for a Density Bonus and must qualify for a Density Bonus pursuant to Section 16-410C (Gov. Code § 65915(d)(1)).
- B. A specific written proposal for an Incentive(s) must be submitted with the application for Density Bonus in accordance with Section 16-410F (Gov. Code § 65915(b)(1) and (d)(1)). The applicant's proposal may subsequently be amended or supplemented based on project design or other changes requested by the City; provided, however, that the City shall have additional time to review the requested changes.
- C. If an Incentive(s) pursuant to Sections 16-410L and 16-410M is sought, the applicant must establish that each requested Incentive would result in identifiable and actual cost reductions for the Qualified Housing Development (Gov. Code § 65915(k)(1) & (3)).
- D. If an Incentive(s) for mixed-use zoning in conjunction with a housing project is sought, the applicant must establish that requirements of state law are met. (Gov. Code § 65915(k)(2)).
- E. If an additional Incentive for a Child Care Facility is sought pursuant to Section 16-410M.D, the applicant must establish that requirements of that section are met.
- F. The granting of an Incentive shall not be interpreted, in and of itself, to require a General Plan amendment, Local Coastal Plan amendment, zoning change, study or other discretionary approval. (Gov. Code § 65915(j).) An Incentive is applicable only to the project for which it is granted. For purposes of this subdivision, "study" does not include reasonable documentation to establish eligibility for the Incentive or to demonstrate that the Incentive meets the definition of identifiable and actual cost reductions to provide for affordable housing costs or affordable rents.

Sec. 16-410M. Number of Incentives Granted

Subject to Section 16-410N, the applicant who meets the requirements of Section 16-410L.A shall receive the following number of Incentives described below and as shown in Table 16-410M.

- A. One Incentive for Qualified Housing Development projects that include at least ten percent (10%) of the Total Units for Low Income Households, at least five percent (5%) for Very Low Income Households, or at least ten percent (10%) for persons and families of Moderate Income Households in a Common Interest Development. (Gov. Code § 65915(d)(2)(A)).
- B. Two Incentives for Qualified Housing Development projects that include at least twenty percent (20%) of the Total Units for Low Income Households, at least ten percent (10%) for Very Low Income Households, or at least twenty percent (20%) for persons and families of Moderate Income Households in a Common Interest Development. (Gov. Code § 65915(d)(2)(B)).
- C. Three Incentives for Qualified Housing Development projects that include at least thirty percent (30%) of the Total Units for Low Income Households, at least fifteen percent (15%) for Very Low Income Households, or at least thirty percent (30%) for persons and families of Moderate Income Households in a Common Interest Development. (Gov. Code § 65915(d)(2)(C)).
- D. Subject to Section 16-410N.D, a Qualified Housing Development proposal that includes a Child Care Facility shall be granted an additional incentive that contributes significantly to the economic feasibility of the construction of the Child Care Facility. (Gov. Code § 65915(h)(1)(B)).

Table 16-410M – Incentive Allowances for Qualified Housing Developments

Income Category	Minimum % of Affordable Units		
Very Low Income	5%	10%	15%
Low Income	10%	20%	30%
Common Interest Development (Moderate Income)	10%	20%	30%
Incentives Allowed	1	2	3

Sec. 16-410N. Criteria for Denial of Application for Incentives

Outside of the coastal zone and except as otherwise provided in this division or by state law, if the requirements of Section 16-410L.A are met, the City shall grant the Incentive(s) that are authorized by Sections 16-410L.B and 16-410M unless a written finding, based upon substantial evidence, is made with respect to any of the following, in which case the City may refuse to grant the Incentive(s):

- A. The Incentive does not result in identifiable and actual cost reductions, consistent with Gov. Code Section 65915(k), to provide for Affordable Housing Costs or for rents for the targeted units to be set as specified in Gov. Code Section 65915(k). (Gov. Code § 65915(d)(1)(A)).
- B. The Incentive would have a Specific, Adverse Impact, as defined in Government Code Section 65589.5(d)(2), upon the public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the Specific, Adverse Impact without rendering the development unaffordable to low- and moderate-income households. (Gov. Code § 65915(d)(1)(B); Gov. Code § 65915 (d)(3).)
- C. The Incentive would be contrary to state or federal law. (Gov. Code § 65915(d)(1)(C).)
- D. The City finds, based upon substantial evidence, that the community has adequate Child Care Facilities, in which case the additional Incentive for a Child Care Facility pursuant to Section 16-410M.D may be denied. (Gov. Code § 65915(h)(3)).

Within the coastal zone, the City shall deny applications for Incentives and/or Density Bonuses if the City finds that the proposed project – with the requested Incentive(s), Density Bonus(es) and/or waiver of development standard(s) – cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act.

Sec. 16-410O. Waiver or Modification of Development Standards

Requirements for Waiver or Modification of Development Standards

- A. Application. To qualify for a waiver or reduction of one or more Development Standards, the applicant must submit a written application (together with an application for a Qualified Housing Development) that states the specific Development Standard(s) sought to be modified or waived and the basis of the request. (Gov. Code § 65915(e)(1).) An applicant for a waiver or modification of Development Standard(s) pursuant to this section may request a meeting with the director to review the proposal. If requested, the director shall meet with the applicant. (Gov. Code § 65915(e)(1)). An application for the waiver or reduction of Development Standard(s) pursuant to this section shall neither reduce nor increase the number of Incentives to which the applicant is entitled pursuant to Section 16-410L (Gov. Code § 65915(e)(2).)

- B. To deny the requested waiver or reduction of Development Standard(s) outside of the coastal zone, the City shall make a written finding, based upon substantial evidence, of any of the following:
 - (i) The requested waiver or reduction of Development Standard(s) would have a specific adverse impact (as defined in Government Code Section 65589.5(d)(2)) upon public health and safety or the physical environment or on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to very low- low-income and moderate-income households.
 - (ii) The requested waiver or reduction of Development Standard(s) would be contrary to state or federal law.
- C. Within the coastal zone, the City shall deny the requested waiver or reduction of Development Standard(s) if it finds that the requested waiver or reduction of Development Standard(s) cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act.
- D. Granting Application for Waiver or Modification of Development Standards. If the requirements of Sections 16-410O.A. and B. are satisfied, the application for waiver or modification of Development Standard(s) shall be granted, unless, within the coastal zone, the waiver or modification of Development Standard(s) cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act,
- E. If the requirements of Sections 16-410O.A. and B. are satisfied, the City shall not apply a Development Standard that will have the effect of physically precluding the construction of a Qualified Housing Development at the densities or with the Incentives permitted by this Division (Gov. Code § 65915(e)(1)) unless, within the coastal zone, the waiver or modification of Development Standard(s) cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act,.

Sec. 16-410P. Parking Standard Modifications for Qualified Housing Developments

- A. Requirements for Parking Standard Modifications. Modification of parking standard set forth in Section 16-622 are available only for Qualified Housing Developments. An application for Parking Standard Modifications stating the specific modification requested must be submitted with the Qualified Housing Development application. (Gov. Code § 65915(p)(3).)
 - B. Parking Standard Modifications. If the requirements of Section 16-410C are met, the vehicular parking ratio, inclusive of handicapped and guest parking, shall not exceed the following ratios (Gov. Code § 65915(p)(1)):
1. Zero to one bedroom: one on-site parking space.
 2. Two to three bedrooms: two on-site parking spaces.
 3. Four and more bedrooms: two and one-half on-site parking spaces.

- C. If the total number of parking spaces required for the Qualified Housing Development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this section, “on-site parking” may be provided through tandem parking or uncovered parking, but not through on-street parking. (Gov. Code § 65915(p)(4)).
- D. Except as otherwise provided in this section, all other provisions of Chapter 16, Article X (Off-Street Parking Requirements) applicable to residential development apply.
- E. An applicant may request additional parking Incentives beyond those provided in this section if applied for pursuant to Section 16-410L. (Gov. Code § 65915(p)(5)).
- F. Exceptions. Upon request of the applicant, the following maximum parking standards shall apply, inclusive of handicap and guest parking, to the entire housing development subject to this Division, as required by Government Code Section 65915(p):
 - 1. A maximum of 0.5 parking spaces per bedroom shall apply when all the following conditions apply (Gov. Code 65915(p)(2)):
 - a. The development includes the maximum percentage of low- or very low-income units provided for Section 16-410H (Density Bonus Allowance for Housing Development with Affordable Housing Component).
 - b. The development is located within .5 mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code.
 - c. There is unobstructed access to the major transit stop from the development. A development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments.
 - 2. A maximum of 0.5 parking spaces per unit shall apply when all the following conditions apply (Gov. Code § 65915 (p)(3)(A)):
 - a. The development consists solely of rental units, exclusive of a manager’s unit or units, with an affordable housing cost to lower-income families, as provided in Section 50052.5 of the Health and Safety Code.
 - b. The development is located within 0.5 mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code.
 - c. There is unobstructed access to the major transit stop from the development. A development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments.
 - 3. A maximum of 0.5 parking spaces per unit shall apply when all the following conditions apply (Gov. Code § 65915 (p)(3)(B)):
 - a. The development consists solely of rental units, exclusive of a manager’s unit or units, with an affordable housing cost to lower-income families, as provided in Section 50052.5 of the Health and Safety Code.

- b. The development is for individuals who are 62 years of age or older and which complies with Sections 51.2 and 51.3 of the Civil Code.
 - c. The development shall have either paratransit service or unobstructed access, within 0.5 mile, to fixed bus route service that operates at least 8 times per day.
- 4. A maximum of 0.3 parking spaces per unit shall apply when all the following conditions apply (Gov. Code § 65915 (p)(3)(C)):
 - a. The development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower-income families, as provided in Section 50052.5 of the Health and Safety Code.
 - b. The development is a special needs housing development, as defined in Section 51312 of the Health and Safety Code.
 - c. The development shall have either paratransit service or unobstructed access, within 0.5 mile, to fixed bus route service that operates at least 8 times per day.
- G. Notwithstanding allowances in Subsection 16-410P.F above, if the City or an independent consultant has conducted an area-wide or jurisdiction-wide parking study in the last seven years, then the City may impose a higher vehicular parking ratio not to exceed the ratio described in Subsection 16-410P.B above, based on substantial evidence found in the parking study that includes, but is not limited to, an analysis of parking availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low- and very low-income individuals, including seniors and special needs individuals. The City shall pay the costs of any new study. The City shall make findings, based on a parking study completed in conformity with this paragraph, supporting the need for the higher parking ratio. (Gov. Code § 65915(p)(7).

Sec. 16-410Q. Density Bonus and Affordable Housing Incentive Program

- A. Project Design and Phasing. Projects seeking an Affordable Housing Benefit pursuant to this Division must comply with the following requirements, unless otherwise specified in writing by the Director:
 - 1. Location/Dispersal of Units. Affordable Units shall be reasonably dispersed throughout the development where feasible and shall contain on average the same (or greater) number of bedrooms as the Market-rate Units.
 - 2. Phasing. If a project is to be developed in phases, each phase must contain the same or substantially similar proportion of Affordable Units and Market-rate Units.
 - 3. Exterior Appearance. The exterior appearance and quality of the Affordable Units must be similar to the Market-rate Units. The exterior materials and improvements of the Affordable Units must be similar to, and architecturally compatible with, the Market-rate Units.

- B. Application Requirements. An application for one or more Affordable Housing Benefits must be submitted as follows:
1. Each Affordable Housing Benefit requested must be specifically stated in writing on the application form provided by the City.
 2. The application must include the information and documents necessary to establish that the requirements of this Division are satisfied for each Affordable Housing Benefit requested, including:
 - a. For Density Bonus requests, that the requirements of Section 16-410C are met;
 - b. For Incentive requests, that the requirements of Section 16-410L are met;
 - c. For Development Standard Waiver or Modification requests, that the requirements of Section 16-410O are met; and/or
 - d. For Parking Standard Modification requests, that the requirements of Section 16-410C are met.
 3. The application must be submitted concurrently with a complete application for a Qualified Housing Development.
 4. The application must include a site plan that complies with and includes the following:
 - a. For Senior Citizen Housing Development projects – the number and location of proposed Total Units and Density Bonus Units.
 - b. For all Qualified Housing Development projects other than Senior Citizen Housing Development projects – the number and location of proposed Total Units, Affordable Units, and Density Bonus Units. The Density Bonus Units shall be permitted in geographic areas of the Qualified Housing Development other than the areas where the Affordable Units are located. (Gov. Code § 65915(i)).
 - c. The location, design, and phasing criteria required by Section 16-410Q.A, including any proposed Development Standard(s) modifications or waivers pursuant to Section 16-410O.
 5. The application for a Qualified Housing Development must state the level of affordability of the Affordable Units and include a proposal for compliance with Section 16-410S for ensuring affordability.
 6. If a Density Bonus is requested for a Qualified Land donation pursuant to Section 16-410K, the application must show the location of the Qualified Land in addition to including sufficient information to establish that each requirement in Section 16-410K has been met.
 7. If an additional Density Bonus or Incentive is requested for a Child Care Facility pursuant to Section 16-410I and/or Section 16-410M.D, the application shall show the location and square footage of the Child Care Facility in addition to including sufficient information to establish that each requirement in Section 16-410I and/or Section 16-410M.D has been met.

- C. An application for an Affordable Housing Benefit under this Division will not be processed until all of the provisions of this section are complied with as determined by the Director and shall be processed concurrently with the application for the Qualified Housing Development project for which the Affordable Housing Benefit is sought.

Prior to the submittal of an application for a Qualified Housing Development, an applicant may submit to the Director a preliminary proposal for Affordable Housing Benefits.

Sec. 16-410R. Determination on Density Bonus and Affordable Housing Incentive Program Requests

The decision maker on the underlying Qualified Housing Development application is authorized to approve or deny an application for an Affordable Housing Benefit in accordance with this division.

- A. Affordable Housing Benefit Determinations. An application for an Affordable Housing Benefit shall be granted if the requirements of this Division are satisfied unless:
1. The application is for an Incentive for which a finding is made in accordance with Section 16-410N; or
 2. The underlying application for the Qualified Housing Development is not approved independent of and without consideration of the application for the Affordable Housing Benefit; or
 3. The housing development is proposed on any property that includes a parcel or parcels on which rental dwelling units are or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; or occupied by lower or very low income households, unless the proposed housing development replaces those units, and either of the following applies: (i) the proposed housing development, inclusive of the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth under state law; or (ii) each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, either a lower or very low income household.
 4. For proposed projects within the coastal zone, the proposed project cannot feasibly be accommodated on the site in a manner that is in conformity with the California Coastal Act.
- B. Affordable Housing Benefit Compliance Provisions. To ensure compliance with this division and state law, approval of an application for an Affordable Housing Benefit may be subject to, without limitation:
1. The imposition of conditions of approval to the Qualified Housing Development, including imposition of fees necessary to monitor and enforce the provisions of this Division;

2. An affordable housing agreement and, if applicable, an equity sharing agreement pursuant to Section 16-410S; and
3. Recorded deed restriction implementing conditions of approval and/or contractual or legally mandated provisions.

C. Appeals

1. If the decision to approve or deny an application for an Affordable Housing Benefit is made by the Planning Commission, then an appeal may be filed consistent with the procedures of Section 16-545.
2. If the determination of the underlying application for the Qualified Housing Development is also appealed along with the decision of the Affordable Housing Benefit, then the entire project shall be controlled by the appeal procedures applicable to the underlying application.

Sec. 16-410S. Affordable Housing Agreement and Equity Sharing Agreement

- A. General Requirements. No Density Bonus pursuant to Section 16-410C shall be effective unless and until the Affordable Housing Developer, or its designee approved in writing by the Director, enters into an affordable housing agreement and, if applicable, an equity sharing agreement, with the City or its designee pursuant to and in compliance with this section. (Gov. Code § 65915(c)). The agreements shall be in the form provided by the City which shall contain terms and conditions mandated by, or necessary to implement, state law and this Article. The Director may designate a qualified administrator or entity to administer the provisions of this section on behalf of the City. The affordable housing agreement shall be recorded prior to, or concurrently with, final map recordation or, where the Qualified Housing Development does not include a map, prior to issuance of a building permit for any structure on the site. The Director is hereby authorized to enter into the agreements authorized by this section on behalf of the City upon approval of the agreements by City Attorney for legal form and sufficiency.
- B. Low or Very Low Income Minimum Affordable Housing Component or Senior Citizen Housing Development.
 1. The Affordable Housing Developer of a Qualified Housing Development based upon the inclusion of Low Income and/or Very Low Income Affordable Units for rent must enter into an agreement with the City to maintain the continued affordability of the Affordable Units for 55 years, or a longer period if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program, as follows (Gov. Code § 65915(c)(1)). The agreement shall establish specific compliance standards and specific remedies available to the City if such compliance standards are not met. The agreement shall among other things, specify the number of lower-income affordable units by number of bedrooms; standards for qualifying household incomes or other qualifying criteria based upon the specific project; standards for maximum rents; the person responsible for certifying tenant incomes; procedures by which vacancies will be filled; required

- annual report and monitoring fees; restrictions imposed on lower-income affordable units on sale or transfer; and methods of enforcing such restrictions.
2. Rental units. Rents for the Low Income and Very Low Income Affordable Units that qualified the Housing Development for the Density Bonus pursuant to Section 16-410C shall be set and maintained at an Affordable Rent. (Gov. Code § 65915(c)(1)).
 3. For-Sale Units. Owner-occupied Low Income and Very Low Income Affordable Units that qualified the Housing Development for the Density Bonus pursuant to Section 16-410C shall be available at an Affordable Housing Cost. (Gov. Code § 65915(c)(1).) For-sale very low, low and moderate units shall not have a term of affordability but shall be subject to an equity sharing agreement that meets the requirements of Gov. Code § 65915(c)(2) unless the equity sharing agreement is in conflict with the requirements of another public funding source or law) (Gov. Code § 65915(c)(2)).
 4. To qualify as a senior unit, at least thirty-five (35) Senior Citizen Housing Development Units are maintained and available for rent or sale to senior citizens as defined in Civil Code Section 51.3.

C. Moderate Income Minimum Affordable Housing Component.

1. The Affordable Housing Developer of a Qualified Housing Development based upon the inclusion of Moderate Income Affordable Units in a Common Interest Development must enter into an agreement with the City ensuring that:
 - a. The initial occupants of the Moderate Income Affordable Units that are directly related to the receipt of the Density Bonus are persons and families of a Moderate Income Household.
 - b. The units are offered at an Affordable Housing Cost. (Gov. Code § 65915(c)(2)).
2. The Affordable Housing Developer of Qualified Housing Development based upon a Moderate Income Minimum Affordable Component shall enter into an equity sharing agreement for a Common Interest Development with the City. (Gov. Code § 65915(c)(2)). The City shall enforce the equity sharing agreement unless it is in conflict with the requirements of another public funding source or law. (Gov. Code § 65915(c)(2)). The equity sharing agreement shall include at a minimum the following provisions:
 - a. Upon resale, the seller of the unit shall retain the value of improvements, the down payment, and the seller's proportionate share of appreciation. The City shall recapture any initial subsidy, as defined in subparagraph b., and its proportionate share of appreciation, as defined in subparagraph c., which amount shall be used within five (5) years for any of the purposes described in Health and Safety Code Section 33334.2 (e) that promote home ownership. (Gov. Code § 65915(c)(2)(A)).
 - b. The City's initial subsidy shall be equal to the fair market value of the unit at the time of initial sale minus the initial sale price to the Moderate Income Household, plus the amount of any down payment assistance or mortgage assistance. If upon

resale the market value is lower than the initial market value, then the value at the time of the resale shall be used as the initial market value. (Gov. Code § 65915(c)(2)(B)).

- c. The City's proportionate share of appreciation shall be equal to the ratio of the City's initial subsidy to the fair market value of the unit at the time of initial sale. (Gov. Code § 65915(c)(2)(C)).
- D. Minimum Affordable Housing Component and Child Care Facility. If an additional Density Bonus or Incentive is granted because a Child Care Facility is included in the Qualified Housing Development, the affordable housing agreement shall also include the Affordable Housing Developer's obligations pursuant to Section 16-410I.A.3 for maintaining a Child Care Facility, if not otherwise addressed through conditions of approval.

Sec. 16-410T. Density Bonus or Incentive for Condominium Conversion Projects

- A. The City will grant either a density bonus or provide other incentives of equivalent financial value to a Condominium Conversion Project that agrees to pay the reasonably necessary administrative costs incurred by the City pursuant to this section if either:
 - 1. thirty-three percent (33%) of the Total Units of the proposed condominium project is affordable to persons and families of Moderate Income Households; or
 - 2. fifteen percent (15%) of the Total units of the proposed condominium project will be affordable to persons and families of Lower Income Households. (Gov. Code § 65915.5(a)).
- B. Definition of Density Bonus for Condominium Conversion Projects. If the requirements of Section 16-410T.A are met, then the Condominium Conversion Project will be entitled to an increase in units of twenty-five percent (25%) over the number of apartments, to be provided within the existing structure or structures proposed for conversion from apartments to condominiums. (Gov. Code § 65915.5(b)).
- C. Pre-Submittal Preliminary Proposals for Density Bonus or Incentive for Condominium Conversion Projects. Prior to the submittal of a formal request for subdivision map approval or other application for necessary discretionary approvals, an applicant to convert apartments to a condominium project may submit to the director a preliminary proposal for Density Bonus or Other Incentives of Equivalent Financial Value. The director shall, within 90 days of receipt of a written proposal, notify the applicant of the director's preliminary response and schedule a meeting with the applicant to discuss the proposal and the director's preliminary response. (Gov. Code § 65915.5(d)).

- D. Application for Density Bonus or Incentives for Condominium Conversion Projects. An applicant must submit a completed application provided by the City for a Density Bonus or for Other Incentives of Equivalent Financial Value. The application must be submitted concurrently with the application for the Condominium Conversion Project. The application must include the following:
1. All information and documentation necessary to establish that the requirements of Section 16-410T.A are met;
 2. The proposal for a Density Bonus or the proposal for Other Incentives of Equivalent Financial Value;
 3. Site plans demonstrating the location of the units to be converted, the Affordable Units, the Market-rate Units, and the Density Bonus units in the Condominium Conversion Project; and
 4. Any other information and documentation requested by the City to determine if the requirements of Section 16-410T.A are met.
- E. Both the application for a Density Bonus or Other Incentives of Equivalent Financial Value and the application for the condominium conversion must be complete before the application for a Density Bonus or Other Incentives of Equivalent Financial Value will be considered.
- F. Granting Density Bonus or Incentive for Condominium Conversion Projects
1. Approval
 - a. If the requirements of Section 16-410T.A are met, the decision-making body for the Condominium Conversion Project application is authorized to grant an application for a Density Bonus or Other Incentives of Equivalent Financial Value, subject to Section 16-410T.F.2.
 - b. Reasonable conditions may be placed on the granting of a Density Bonus or Other Incentives of Equivalent Financial Value that are found appropriate, including, but not limited to, entering into an affordable housing agreement pursuant to Section 16-410S which ensures continued affordability of units to subsequent purchasers who are persons and families of Moderate Income Households or Low Income Households. (Gov. Code § 65915.5(a)).
 2. Ineligibility. An applicant shall be ineligible for a Density Bonus or Other Incentives of Equivalent Financial Value if the apartments proposed for conversion constitute a Qualified Housing Development for which a Density Bonus as defined in Section 16-410B or other Incentives were provided. (Gov. Code § 65915.5(f)).
 3. Decision on Condominium Conversion Project. Nothing in this section shall be construed to require the City to approve a proposal to convert apartments to condominiums. (Gov. Code § 65915.5(e))

Sec. 16-410U. Enforcement Provisions

- A. **Occupancy.** Prior to occupancy of an Affordable Unit, the household's eligibility for occupancy of the Affordable Unit must be demonstrated to the City. This provision applies throughout the restricted time periods pursuant to Section 16-410S and applies to any change in ownership or tenancy, including subletting, of the Affordable Unit.
- B. **Ongoing Compliance.** Upon request, the Affordable Housing Developer must show that the Affordable Units are continually in compliance with this division and the terms of the Affordable Housing Agreement. Upon 30-day notice, the City may perform an audit to determine compliance with this Division and the terms of any agreement or restriction.
- C. **Enforcement.** The City has the authority to enforce the provisions of this division, the terms of Affordable Housing Agreements and Equity Sharing Agreements, deed restrictions, covenants, resale restrictions, promissory notes, deed of trust, conditions of approval, permit conditions, and any other requirements placed on the Affordable Units or the approval of the Qualified Housing Development. In addition to the enforcement powers granted in this division, the City may, at its discretion, take any other enforcement action permitted by law, including those authorized by City ordinances. Such enforcement actions may include, but are not limited to, a civil action for specific performance of the restrictions and agreement(s), damages for breach of contract, restitution, and injunctive relief. The remedies provided for herein shall be cumulative and not exclusive and shall not preclude the City from seeking any other remedy or relief to which it otherwise would be entitled under law or equity.

Sec. 16-410V. Burden is On Applicant

When an applicant seeks a density bonus for a development or for donation of land, the applicant bears the burden of establishing that the Housing Development meets the threshold requirements.

Part 3. 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 4. 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 December 13, 2016, and finally adopted on _____, to become effective thirty (30) days thereafter.

Part 5. This ordinance shall become effective thirty (30) days after it is finally adopted.

Ordinance No. 2912

Revisions to Density Bonus and Related Incentives and Concessions

Page 22 of 22

Part 6. The City Council directs as follows:

- a. 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 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.
- b. City staff is directed and authorized to take all prudent actions to effect the purposes of this ordinance.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the _____ day of _____, _____, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: December 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Ashley Golden
Development Services Director

SUBJECT: Second Reading of Ordinance 2914 Amending Division 13 of Article V of Chapter 16 of the Municipal Code

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

RECOMMENDATION:

That City Council adopt Ordinance 2914 amending Division 13 of Article V of Chapter 16 of the Municipal Code from “second units” to “accessory dwelling units”, revising the title of Section 16-465 of the Municipal Code to “Accessory Units, Standards for Review”, revising Section 16-465 of the Municipal Code, amending a related cross reference in Section 16-21, amending a related definition in Section 16-10, and amending portions of Section 16-622 relating to parking for accessory dwelling units.

ATTACHMENTS:

Attachment A. Ordinance 2914 Accessory Units Ordinance

ORDINANCE NO. 2914

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE MUNICIPAL CODE FROM “SECOND UNITS” TO “ACCESSORY DWELLING UNITS”, REVISING THE TITLE OF SECTION 16-465 OF THE MUNICIPAL CODE TO “ACCESSORY UNITS, STANDARDS FOR REVIEW”, REVISING SECTION 16-465 OF THE MUNICIPAL CODE, AMENDING A RELATED CROSS REFERENCE IN SECTION 16-21, AMENDING A RELATED DEFINITION IN SECTION 16-10, AND AMENDING PORTIONS OF SECTION 16-622 RELATING TO PARKING FOR ACCESSORY DWELLING UNITS

WHEREAS, pursuant to Municipal Code section 16-21(B)(12), permitted uses in the R-1 Single-Family zone currently include, “Second units, provided that the standards in section 16-465 are met and an application for such a unit is approved by the +director”; and

WHEREAS, the R-2 “Multiple Family”, and R-3 “Garden Apartment” zones incorporate the requirements of 16-21(B)(12) and therefore also permit second units with an administrative permit; and

WHEREAS, the C-2 “General Commercial” and the CBD “Central Business District” zones allow second units with a special use permit;

WHEREAS, effective January 1, 2017, pursuant to AB 2299, Government Code § 65852.2 will be amended, and as a result, various provisions of the existing municipal code would become inconsistent with state law, unless the Oxnard Municipal Code is updated; and

WHEREAS, effective January 1, 2017, Government Code § 65852.2 will be amended to refer to “accessory dwelling units” rather than “second units”; and

WHEREAS, the revisions to this ordinance are not contingent upon the approval of the city’s proposed housing element by the Department of Housing and Community Development because no accessory dwelling units are proposed to meet the RHNA requirement; and

WHEREAS, updating the ordinance will nevertheless assist in the implementation and administration of the City’s Housing Element; and

WHEREAS on September 15, 2015, the California Department of Housing and Community Development tentatively approved the City’s draft 2013-2021 Housing Element, which included a Program 6 to update the City’s regulations of accessory dwelling units; and

WHEREAS, it is in the best interest of the public to establish and update reasonable standards relating to provision of affordable housing in specified zones in the City; and

WHEREAS, the Planning Commission held two study sessions, received and considered public comments, and vote unanimously to recommend approval of this zone text amendment at its meeting of November 17, 2016.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Part 1. Amend Section 16-10 “Definitions”. Existing subsection (A)(2) of Municipal Code Section 16-10, “Accessory Sign”, and all subsequent subsections through and including (A)(116), are renumbered, as appropriate, to make space for a new subsection (2). For example, existing subsection (A)(2) will be renumbered to be subsection (A)(3), and existing (A)(115) will become (A)(116).

Existing subsection (A)(116) of Municipal Code Section 16-10 “Second Dwelling Unit” is hereby renumbered as subsection (A)(2) of Section 16-10, and shall provide as follows:

“(2) ACCESSORY DWELLING UNIT - An attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation, and is situated on the same parcel as an existing primary single- family dwelling, but is subordinate to and smaller than the primary dwelling.”

Existing subsection (117) and the subsequent subsections are not renumbered.

Part 2. Revise Section 16-21(B)(12). Subsection (12) of subsection (B) of Section 16-21 is hereby revised to provide as follows:

“(12) Accessory dwelling units, provided that the standards in Division 13 of Article V of Chapter 16 of the Municipal Code (Starting at Section 16-465) are met and an application for such a unit is approved by the director.”

Part 3. Amend Title of Division 13. The title of Division 13 of Article V of Chapter 16 of the Municipal Code is hereby revised to be “Accessory Dwelling Units”. Existing section 16-465 is revised to be entitled, “Purpose and Findings”. Section 16-465 is revised, and new sections 16-466 through 16-469 are added to Division 13 to provide as follows:

Section 16-465. Purpose and Findings.

- A. Accessory dwelling units (also known as “second units” or “granny flats”) are typically located behind or within large and primary single family units, and can provide an important source of affordable housing.
- B. Accessory dwelling units, when appropriately size and located, have little impact on neighborhood quality of life.
- C. Establishing reasonable regulations of accessory dwelling units is an appropriate mechanism to properly balance the need for additional affordable housing with the need to maintain existing community character and neighborhood quality of life.

Section 16-466. Ministerial Consideration.

- A. *New Construction.* If the director receives an application to construct an accessory dwelling unit (by either adding on to an existing structure, or constructing a new detached structure), and the proposal meets all of the requirements of the Municipal Code, then within 120 days of the director receiving a complete application the accessory dwelling unit, the director shall ministerially approve the application without a hearing.
- B. *No Expansion.* If the applicant will not be adding floor area, and instead has submitted a complete application for an accessory unit entirely within the existing space of a single-family residence or accessory structure, then the requirements of 16-469 (“Exception for Accessory Unit Within Existing Single Family Residence or Accessory Structure”) shall apply.

Section 16-467. Standards for Review. Except as provided in Section 16-469, (“Exception for Accessory Unit Within Existing Single Family Residence or Accessory Structure”), all accessory dwelling units shall meet or exceed all of the following standards:

- A. *Zoning Compliance.* Except as otherwise provided herein, the primary residence and the accessory dwelling unit shall meet current requirements for interior yard space, height, landscaping, setbacks and parking for the zone in which the primary residence and the accessory dwelling unit are located. The accessory dwelling unit shall not be considered when calculating the maximum number of dwelling units.
- B. *Residentially Zoned.* The lot must be zoned R-1 “Single Family”, R-2 “Multiple Family”, or R-3 “Garden Apartment”.
- C. *Single Family Dwelling.* There must be an existing single-family dwelling on the lot, and the single-family dwelling must be either legal nonconforming, or legal.
- D. *No Passageway.* No passageway shall be required in conjunction with the construction of an accessory dwelling unit.
- E. *Setbacks for Garage Units.* All otherwise applicable setback requirements apply except that in no event shall (1) a setback be required for a garage that is converted to an accessory dwelling unit, or (2) a required setback exceed five feet from the side and rear lot lines for an accessory dwelling unit that is constructed above a garage.
- F. *Kitchen.* The accessory dwelling unit shall contain its own kitchen facility and bathroom facility separate from the primary dwelling unit. The kitchen facility shall include at least one of each of the following features: (i) sink; (ii) refrigerator of more than 5 cubic feet capacity; and (iii) range or cooktop. The accessory dwelling unit shall comply with all applicable habitability standards.
- G. *Foundation.* The accessory dwelling unit shall be constructed on a permanent foundation, complying to the California Building Standards Code.
- H. *Architecture.* The accessory dwelling unit shall comply with the architectural standards of section 16-23. If the accessory dwelling unit is an addition to the primary unit, the accessory dwelling unit shall be of materials, colors and in a style which are each compatible with the primary residence, as reasonably determined by the director.

- I. *Public Utilities.* The accessory dwelling unit shall be served by adequate public utility facilities including, but not limited to, electric, sewer, water and streets, as certified by the public works director.
- J. *Separate entrances.* The accessory dwelling unit shall have an entrance separate from the entrance to the primary residence. Only one of the entrances may be visible from the front yard of the primary residence. An entrance leading to a foyer with entrances leading from the foyer to the primary dwelling unit and the accessory dwelling unit is allowed.
- K. *Occupancy by Owner.* The primary residence or the accessory dwelling unit shall be occupied by the property owner, and the property owner shall annually certify to the City such occupancy. An owner may be absent from the primary or accessory dwelling unit for up to 12 months during any 36-month period. A property owner who will be absent for more than 12 months may obtain an additional 12 months' absence with director approval if the director determines the approval will not be detrimental to the neighborhood. Before a certificate of occupancy is issued for the accessory dwelling unit, an agreement affecting real property shall be recorded against the property that imposed specific restrictions on the property including occupancy by owner of the property, the accessory unit not being for sale separate from the primary residence and limitations on rentals. The language of the agreement affecting real property shall be approved by the City prior to its recordation.
- L. *Not for Sale.* The accessory dwelling unit shall not be intended to be sold or offered for sale separately from the primary residence.
- M. *Rentals.* Either the accessory dwelling or the primary residence may be rented, but not both. Rental terms shall be 30 days or longer
- N. *Only One Accessory Dwelling Unit.* No more than one accessory dwelling unit may be constructed on any legally existing lot.
- O. *Historic Structures.* The accessory dwelling unit shall not be on any parcel that is listed in the California Register of Historic Places, and shall not be conspicuously visible from any parcel that is listed in the California Register of Historic Places. Applicant shall obtain a certificate of appropriateness from the City, prior to filing an application for an Accessory Dwelling Unit permit on a parcel that is visible from the parcel listed in the Register.
- P. *Sprinklers.* Fire sprinklers are required for any accessory dwelling unit if they are required for the primary residence.
- Q. *Building Code.* All building standards code requirements that apply to detached dwellings apply to accessory dwelling units.
- R. *Maximum Floor Area.*
 - 1. *Detached Unit.* If the accessory dwelling unit is detached from the existing primary dwelling unit, then the accessory dwelling unit's maximum permissible floor area shall be 50% of the square footage of the primary residence, except that the maximum shall not be less than 600 square feet, or more than 1,200 square feet, except that the otherwise applicable maximum permissible floor area shall be increased to the extent necessary for ADA compliance; provided, however, that at least an efficiency unit (as

that term is defined by Health and Safety Code Section 17958.1) shall be allowed to be constructed in compliance with the local development standards.

2. *Addition to Existing Residence for Accessory Unit.* If the accessory dwelling unit is attached to an existing primary dwelling unit, and floor area is added to the existing primary dwelling unit, then the maximum floor area the applicant may add is 50% of the square footage of the primary residence, except that the maximum shall not be less than 600 square feet, or more than 1,200 square feet, except that the otherwise applicable maximum permissible additional floor area shall be increased to the extent necessary for ADA compliance; provided, however, that at least an efficiency unit (as that term is defined by Health and Safety Code Section 17958.1) shall be allowed to be constructed in compliance with the local development standards.

Section 16-468. Parking.

- A. *Parking Requirements.* The requirements of Municipal Code Section 16-622.F (entitled “Schedule of Vehicle-Off-Street Parking Requirements”) apply.
- B. *Demolished parking spaces.* When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit, and the off-street parking spaces are required to be replaced (*See* Code Section 16-622 for a listing of the special situations when parking is not required for accessory dwelling units), the replacement spaces may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts.

Section 16-469. Exception for Accessory Unit Within Existing Single Family Residence or Accessory Structure. Notwithstanding any other provision of this code to the contrary, the director shall, without a hearing, ministerially approve a complete application for a building permit to create an accessory dwelling unit if all of the following apply:

- A. The unit is contained entirely within the existing space of a single-family residence or accessory structure (without adding floor area to the existing residence or accessory structure).
- B. The unit will be on a lot zoned R-1 (Single Family), R-2 (Multiple Family), and R-3 (Garden Apartment) zones.
- C. There will be only one accessory dwelling unit on the lot.
- D. The unit has independent exterior access from the existing residence.
- E. The side and rear setbacks are sufficient for fire safety as determined by the Fire Marshal.
- F. Fire sprinklers are provided to the same extent that they are required for the primary residence.

Section 16-469.5. Accessory Uses in C-2 and CBD Zones. Accessory Dwelling Units are allowed in the C-2 and CBD zones upon the issuance of a Special Use Permit pursuant to Division 3, Section 16-530 of the Oxnard Municipal Code.

The director is directed to approve the application within 120 days of receipt of a complete application.

Part 4. Revised Code Section 16-622. Municipal Code section 16-622, entitled (“Schedule of Vehicle-Off-Street Parking Requirements”) are hereby revised as follows:

The second row of the chart within subsection (F) entitled “Residential” is revised, and a row shall be added immediately thereafter, to provide as follows:

Uses	Minimum Off-Street Parking Requirements	Notes
Residential:		
<i>Detached single-family units:</i>		
Detached single-family dwelling with either (1) detached accessory dwelling unit or (2) the construction of additional square footage to accommodate an attached accessory dwelling unit	Same as above for the single family dwelling. For accessory dwelling units: In addition to the required parking for the single family dwelling, there shall also be a number of vehicle parking spaces equal to the greater of: (a) one; or (b) the number of bedrooms in the accessory dwelling unit. The vehicular access to the parking area for the accessory dwelling unit shall be at least ten (10) feet wide and paved. The required parking space(s) for an accessory dwelling unit are not required to be covered.	Parking for accessory units may be provided either as (1) tandem parking on an existing driveway or in an existing garage; or (2) in a setback area. The director may, however, disapprove such tandem/setback parking if the director finds that the tandem/setback parking is not feasible based upon specific site or regional topographical or fire and life safety conditions, or that it is not permitted anywhere else in the jurisdiction. The accessory dwelling unit parking space(s) may not be located in the front yard. The parking shall be located on the same lot as the primary residential dwelling unit
<i>Note:</i> To the extent required by Government Code 65852.2, as it may be amended from time to time, none of the following accessory dwelling units require parking: (1) the accessory dwelling unit is located within one-half mile of public transit; (2) the accessory dwelling unit is located within a city-recognized historic district; (3) the accessory dwelling unit is part of the existing legally existing primary residence or a legally existing accessory structure; (4) when on-street parking permits are required but not offered to the occupant of the accessory dwelling unit; (5) when there is a car share vehicle located within one block of the accessory dwelling unit.		

Part 5. Development Related Fees. City staff is directed continue to collect all lawful fees relating to the approval of accessory dwelling units (previously referred to as “second units”), including but not limited to, the processing of planning applications, impact fees, connections fees, and the consideration and issuance of building and related permits, to the maximum extent allowed by Government Code § 65852.2 (d) (F). The City Council may update such fees by resolution.

Part 6. Severability: If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

Part 7. Effective date. This ordinance shall become effective thirty (30) days after it is finally adopted.

Part 8. Publication. The City Council directs as follows:

- a. 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 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
- b. City staff is directed and authorized to take all prudent actions to effect the purposes of this ordinance.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the _____ day of December, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: December 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Ashley Golden
Development Services Director

SUBJECT: Second Reading of Ordinance 2915 Repealing and Reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code

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

RECOMMENDATION:

That City Council adopt Ordinance 2915 repealing and reenacting Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code, pertaining to the California Building Code, California Residential Code, California Green Building Standards Code, International Property Maintenance Code, Uniform Code for the Abatement of Dangerous Buildings, California Historical Building Code, California Electrical Code, California Existing Buildings Code, California Mechanical Code, California Referenced Standards Code, California Plumbing Code, Fire Codes, and Fire Sprinklers.

ATTACHMENTS:

Attachment A. Ordinance 2915

**CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 2915**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD REPEALING AND REENACTING ARTICLES II THROUGH XI, XV, AND XVI OF CHAPTER 14 OF THE OXNARD CITY CODE, PERTAINING TO THE CALIFORNIA BUILDING CODE, CALIFORNIA RESIDENTIAL CODE, CALIFORNIA GREEN BUILDING STANDARDS CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, CALIFORNIA HISTORICAL BUILDING CODE, CALIFORNIA ELECTRICAL CODE, CALIFORNIA EXISTING BUILDINGS CODE, CALIFORNIA MECHANICAL CODE, CALIFORNIA REFERENCED STANDARDS CODE, CALIFORNIA PLUMBING CODE, FIRE CODES, FIRE SPRINKLERS.

The City Council of the City of Oxnard does ordain as follows:

PART 1. Articles II through XI, XV, and XVI of Chapter 14 of the Oxnard City Code are hereby repealed and reenacted.

PART 2. The following acronyms are used in this ordinance to clarify the sections of the City Code being added or amended.

ACI-318	American Concrete Institute – Building Code Requirements for Structural Concrete, 2014 Edition.
ANSI	American National Standards Institute
ASCE-7	American Society of Civil Engineers – Minimum Design Loads for Buildings and Other Structures, 2010 Edition.
AWC SDPWS	American Wood Council – Special Design Provisions for Wind and Seismic, 2015 Edition.
CAC	California Administrative Code [Title 24, Part 1 of the California Code of Regulations (C.C.R.)]
CBC	California Building Code [Title 24, Part 2 of the California Code of Regulations (C.C.R.)]
CBSC	California Building Standards Commission
CEBC	California Existing Building Code [Title 24, Part 10 of the California Code of Regulations (C.C.R.)]
CEC	California Electrical Code [Title 24, Part 3 of the California Code of Regulations (C.C.R.)]

CALGreen	California Green Building Standards Code [Title 24, Part 11 of the California Code of Regulations (C.C.R.)]
CFC	California Fire Code [Title 24, Part 9 of the California Code of Regulations (C.C.R.)]
CHBC	California Historical Building Code [Title 24, Part 8 of the California Code of Regulations (C.C.R.)]
CMC	California Mechanical Code [Title 24, Part 4 of the California Code of Regulations (C.C.R.)]
CPC	California Plumbing Code [Title 24, Part 5 of the California Code of Regulations (C.C.R.)]
CRC	California Residential Code [Title 24, Part 2.5 of the California Code of Regulations (C.C.R.)]
IAPMO	International Association of Plumbing and Mechanical Officials
NEC	National Electrical Code
OCC	Oxnard City Code

PART 3. Article II – California Building Code, Article III California Residential Code, Article IV – California Green Building Standards Code, Article V – Property Maintenance and Abatement Codes, Article VI – California Historical Building Code, Article VII - California Electrical Code, Article VIII – California Existing Buildings Code, Article IX - California Mechanical Code, Article X – California Referenced Standards Code, Article XI - California Plumbing Code, Article XV – Fire Codes, Article XVI – Fire Sprinklers, are added to Chapter 14 of the Oxnard City Code to read as follows:

ARTICLE II. CALIFORNIA BUILDING CODE

SEC. 14-2. CALIFORNIA BUILDING CODE ADOPTED.

The second part of twelve parts of the California Code of Regulations, Title 24, known as the California Building Code (“CBC”), 2016 Edition, including Appendices C, H, and J, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-3. AMENDMENTS TO THE CBC.

(A) Chapter 1 Division II, Section [A]101.4.4: Amend Section [A]101.4.4 to read as follows:

[A]101.4.4. Property Maintenance. The provisions of the Oxnard City Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibility of owners, operators and occupants; and occupancy of existing premises and structures.

(B) Chapter 1 Division II, Section [A]103.1: Amend Section [A]103.1 to read as follows:

[A]103.1. Creation of enforcement agency. The Building and Engineering Division of the Development Services Department is hereby created and the official in charge thereof shall be known as the building official.

(C) Chapter 1 Division II, Section [A]105.2: Amend Section [A]105.2, items 2 and 4, to read as follows:

Building:

2. Fences not over 6 feet high and concrete or masonry walls not over 3’-6” high as measured from the lowest finished grade to the top of the wall.
4. Retaining walls that are not over 3 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or II-A liquids.

(D) Chapter 1 Division II, Section [A]105.3.2: Amend Section [A]105.3.2, to read as follows:

[A]105.3.2. Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued;

except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(E) Section 903.2: Amend Section 903.2 to read as follows:

Approved automatic sprinkler systems in new buildings and structures shall be provided in the location described in Sections 903.2.1 through 903.2.12 and as required in accordance with Chapter 14 of the Oxnard City Code, Article XVI.

(F) Section 1403.1: Amend Section 1403.1 to read as follows:

1403.1. General. The provisions of this section shall apply to exterior walls, wall coverings and components thereof. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(G) Section 1505.1: Amend the first paragraph of Section 1505.1 to read as follows:

1505.1. General. The roof covering on any structure regulated by this code shall be a Class A or B roof covering. The roof covering assembly includes the roof deck, underlayment, interlayment, insulation, and covering which is assigned a roof covering classification. Roof coverings required to be listed by this section shall be tested in accordance with ASTM E 108 or UL 790. In addition, fire-retardant-treated wood roof coverings shall be tested in accordance with ASTM D 2928.

(H) Section 1511.1: Amend the first paragraph of Section 1511.1 to read as follows:

1511.1 General. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of Chapter 15 of this Code, or as approved by the building official.

(I) Section 1613.5.2: Add Section 1615.2 to read as follows:

1615.2 Modification to ASCE 7 Section 12.12.3. ASCE 7 Section 12.12.3, Equation 12.12-1 is modified to read as follows:

$$\delta_M = C_d \delta_{max} \quad (\text{Eq. 12-12.1})$$

(J) Section 1613.5.3: Add Section 1615.3 to read as follows:

1615.3 Modification to ASCE 7 Section 12.11.2.2.3. ASCE 7 Section 12.11.2.2.3 is modified to read as follows:

12.11.2.2.3 Wood Diaphragms. In wood diaphragms, the continuous ties shall be in addition to the diaphragm sheathing. Anchorage shall not be accomplished by use of toe nails or nails subject to withdrawal nor shall wood ledgers or framing be used in cross-grain bending or cross-grain tension. The diaphragm sheathing shall not be considered effective as providing ties or struts required by this section.

For wood diaphragms supporting concrete or masonry walls, wood diaphragms shall comply with the following:

1. The spacing of continuous ties shall not exceed 40 feet. Added chords of diaphragms may be used to form sub-diaphragms to transmit the anchorage forces to the main continuous crossties.
2. The maximum diaphragm shear used to determine the depth of the sub-diaphragm shall not exceed 75% of the maximum diaphragm shear.

(K) Section 1704.6: Amend Section 1704.6 to read as follows:

1704.6 General. Where required by the provisions of Section 1704.5.1 or 1704.5.2, the owner shall employ a structural observer to perform structural observations as defined in Section 1702. The structural observer shall be one of the following individuals:

1. The registered design professional responsible for the structural design, or
2. A registered design professional designated by the registered design professional responsible for the structural design.

Prior to the commencement of observations, the structural observer shall submit to the building official a written statement identifying the frequency and extent of structural observations.

At the conclusion of the work included in the permit, the structural observer shall submit a final report which states that all observed deficiencies have been resolved, prior to acceptance of the work by the building official.

(L) Section 1705.3: Amend Section 1705.3 to read as follows:

1705.3 Concrete Construction. The special inspections and verifications for concrete construction shall be as required by this section and Table 1705.3.

EXCEPTIONS: Special inspection and test shall not be required for:

1. Isolated spread concrete footings of buildings three stories or less in height that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength, f'_c , no greater than 2,500 pounds per square inch (psi) (17.2 Mpa).
2. Continuous concrete footings supporting walls of buildings three stories or less in height that are fully supported on earth or rock where:
 - 2.1. The footings support walls of light-frame construction;
 - 2.2. The footings are designed in accordance with Table 1805.4.2; or
 - 2.3. The structural design of the footing is based on a specified compressive strength, f'_c , no greater than 2,500 pounds per square inch (psi) (17.2 Mpa), regardless of the compressive strength specified in the construction documents or used in the footing construction.
3. Nonstructural concrete slabs supported directly on the ground, including concrete patios, driveways and sidewalks

(M) Section 1705.12.2: Amend Section 1705.12.2, Exception, to read as follows:

Exception: Special inspections are not required for wood shear walls, shear panels and diaphragms, including nailing, bolting, anchoring and other fastening to other elements of the seismic-force-resisting system, where either (1) the fastener spacing of the sheathing is more than 4 inches (102mm) on center (o.c.), or (2) the tabular values for allowable shear design values are reduced to seventy-five percent (75%).

(N) Section 1803.2: Amend the first paragraph of Section 1803.2 to read as follows:

1803.2. Investigations required. Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5. Whenever unusual soil conditions are found which justify a special site investigation to determine soil stability or questionable adequacy of the overall building site, the building official may require that the owner obtain a special geological, hydrological, soil gas profile, soil chemical analysis, soils contamination, or other report as may be deemed appropriate. The investigation shall be conducted by trained and experienced professionals licensed by the State of California to prepare such evaluations, recommendations, and reports.

(O) Section 1804.4: Amend Section 1804.4 to read as follows:

1804.4. General Site Grading and Drainage. Provisions shall be made for the control and drainage of surface water around buildings. Concentrated drainage such as rainwater from gutters and downspouts, scuppers, and roof valleys shall be diverted away from

building foundations by means of concrete splash blocks or other approved non-erosive devices. Unless an alternate design is approved by the building official, under floor access crawl holes shall be provided with curbs extending not less than six (6) inches above adjacent grade to prevent surface water from entering the under floor area.

Gutters and Downspouts - when buildings are located on expansive soil having an expansion index greater than 50, gutters, downspouts, piping, and/or other non-erosive devices shall be provided to collect and conduct rainwater to a street, storm drain, or other approved watercourse or disposal area.

Lot Drainage - All lots shall be graded so that they drain to the street or public way on which they abut or shall be provided with approved drainage devices. Minimum gradient of all lots shall comply with the following:

	<u>Longitudinal</u>	<u>Cross Slope</u>
1. Pervious surfaces --	1 percent slope	2 percent slope
2. Asphalt surfaces --	1/2 percent slope	1 percent slope
3. Concrete surfaces --	1/4 percent slope	1/2 percent slope
(2 percent = 1/4 inch per foot; 1 percent = 1/8" per foot; 1/2 percent = 1/16" per foot; and 1/4 percent = 1/32 inch per foot.)		

In rural areas where curbs or gutters have not been installed, drainage design plans shall be submitted for approval by the building official.

(P) Section 1808.7.4 : Amend Section 1808.7.4 to read as follows:

1808.7.4. Foundation and Slab Elevation. The top of any exterior foundation or finished floor slab, shall extend 25 inches above the elevation of the lowest adjacent street gutter. Beginning at an elevation eight (8) inches below the top of foundation or floor slab, a minimum 2 percent (2%) slope away from the foundation or floor slab shall be maintained around its perimeter for a minimum distance of four (4) feet for side yards and ten (10) feet for front and rear yards. The building official may approve alternate elevations, provided it can be demonstrated that required drainage to a safe point of discharge and away from the foundation is provided at all locations on the site.

(Q) Section 1905.1: Amend Section 1905.1 to read as follows:

1905.1. General. The text of ACI 318 shall be modified as indicated in Sections 1905.1.1 through 1905.1.11.

(R) Section 1905.1.7: Amend Section 1905.1.7 to read as follows:

1905.1.7. Section 14.1.4 of ACI 318 is not adopted. It is replaced with the following:

14.1.4 – Plain concrete in structures assigned to Seismic Design Category C, D, E, or F.

14.1.4.1 Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plan concrete, except as follows.

- (a) Concrete used for fill with a minimum cement content of two (2) sacks of Portland cement per cubic yard.
- (b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.
- (c) In detached one- and two-family dwellings three stories or less in height and constructed with stud-bearing walls, plain concrete footings having a total area of longitudinal reinforcing steel of not less than 0.002 times the gross cross-sectional area of the footing, with at least two continuous longitudinal reinforcing bars not smaller than No. 4 are permitted. In addition, where the foundation system consists of a plain concrete footing and a plain concrete stemwall, an additional longitudinal reinforcing bar not smaller than No. 4 shall be provided at the top of the stemwall, and vertical bars not less than No.4 shall be placed in the stemwall at 24" on center, with a standard 90 degree hook into the footing.

(S) Section 1905.1.9: Add Section 1905.1.9 to read as follows:

1905.1.9. Modify ACI 318 Section 18.7.5, by adding Section 18.7.5.7 and 18.7.5.8 to read as follows:

18.7.5.7 - Where the calculated point of contraflexure is not within the middle half of the member clear height, provide transverse reinforcement as specified in ACI 318 Sections 18.7.5.1, items (a) through (c), over the full height of the member.

18.7.5.8 – At any section where the design strength, ϕP_n , of the column is less than the sum of the shears V_e computed in accordance with ACI 318 Sections 18.7.6.1 and 18.6.5.1 for all the beams framing into the column above the level under consideration, transverse reinforcement as specified in ACI 318 Sections 18.7.5.1 through 18.7.5.3 shall be provided. For beams framing into opposite sides of the column, the moment components may be assumed to be of opposite sign. For the determination of the design strength, ϕP_n , of the column, these moments are permitted to be assumed to result from the deformation of the frame in any one principal axis.

(T) Section 1905.1.10: Add Section 1905.1.10 to read as follows:

1905.1.10. Modify ACI 318 Section 18.10.4, by adding Section 18.10.4.6 to read as follows:

18.10.4.6 – Walls and portions of walls with $P_u > 0.35P_o$ shall not be considered to contribute to the calculated shear strength of the structure for resisting earthquake-induced forces. Such walls shall conform to the requirements of ACI 318 Section 18.14.

(U) Section 1905.1.11: Add Section 1905.1.11 to read as follows:

1905.1.11. Modify ACI 318, by adding section 18.12.6.2 as follows:

18.12.6.2 - Collector and boundary elements in topping slabs placed over precast floor and roof elements shall not be less than 3 inches (76mm) or $6 d_b$ thick, where d_b is the diameter of the largest reinforcement in the topping slab.

(V) Section 2304.10.1: Amend Section 2304.10.1 to read as follows:

2304.10.1 Fastener requirements. Connections for wood members shall be designed in accordance with the appropriate methodology in Section 2301.2. The number and size of fasteners connecting wood members shall not be less than that set forth in Table 2304.9.1. Staple fasteners in Table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

(W) Section 2305.4: Add Section 2305.4 to read as follows:

2305.5 Hold-down connectors. In Seismic Design Category D, E, or F, hold-down connectors shall be designed to resist shear wall overturning moments using approved cyclic load values or 75 percent of the allowable seismic load values that do not consider cyclic loading of the product. Connector bolts into wood framing shall require steel plate washers on the post on the opposite side of the anchorage device. Plate size shall be a minimum of 0.229 inch by 3 inches by 3 inches (5.82 mm by 76 mm by 76mm) in size. Hold-down connectors shall be tightened to finger tight plus one half (1/2) wrench turn just prior to covering the wall framing.

(X) Section 2306.2: Amend Section 2306.2 to read as follows:

2306.2 Wood-frame diaphragms. Wood-frame diaphragms shall be designed and constructed in accordance with AWC SDPWS. Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.2(1) or 2306.2(2) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Tables 2306.2(1) and 2306.2(2) are permitted to be increased 40 percent for wind design.

Exception: *[DSA-SS, DSA-SS/CC and OSHPD 1,2, & 4] Wood structural panel diaphragms using staples as fasteners are not permitted by DSA and OSHPD.*

Wood structural panel diaphragms used to resist seismic forces in structures assigned to Seismic Design Category D, E, or F shall be applied directly to the framing members.

Exception: Wood structural panel diaphragms are permitted to be fastened over solid lumber planking or laminated decking, provided the panel joints and lumber planking or laminated decking joints do not coincide.

(Y) Section 2306.3: Amend Section 2306.3 to read as follows:

2306.3 Wood-frame shear walls. Wood-frame shearwalls shall be designed and constructed in accordance with AWC SDPWS. For structures assigned to Seismic Design Category D, E, or F, application of Tables 4.3A and 4.3B of AWC SDPWS shall include the following:

1. Wood structural panel thickness for shear walls shall not be less than 3/8 inch thick and studs shall not be spaced at more than 16 inches on center.
2. The maximum nominal unit shear capacities for 3/8 inch wood structural panels resisting seismic forces in structures assigned to Seismic Design Category D, E, or F is 400 pounds per linear foot (plf), and shall not exceed 200 pounds per linear foot (plf) for plywood structural panels containing three or fewer laminated layers.

Exception: Other nominal unit shear capacities may be permitted if such values are substantiated by cyclic testing and approved by the building official.

3. Where shear design values using allowable stress design (ASD) exceed 350 plf or load and resistance factor design (LRFD) exceed 500 plf, all framing members receiving edge nailing from abutting panels shall not be less than a single 3-inch nominal member or two 2-inch nominal members fastened together in accordance with Section 2306.1 to transfer the design shear value between framing members. Wood structural panel joint and sill plate nailing shall be staggered at all panel edges. See Section 4.3.6.1 and 4.3.6.4.3 of AWC SDPWS for sill plate size and anchorage requirements.
4. Nails shall be placed not less than 1/2 inch in from the panel edges and not less than 3/8 inch from the edge of the connecting members for shear greater than 350 plf using ASD or 500 plf using LRFD. Nails shall be placed not less than 3/8 inch from panel edges and not less than 1/4 inch from the edge of the

connecting member for shears of 350 plf or less using ASD or 500 plf or less using LRFD.

5. Table 4.3B application is not allowed for structures assigned to Seismic Design Category D, E, or F.

For structures assigned to Seismic Design Category D, application of Table 4.3C of AWC SDPWS shall not be used below the top level in a multi-level building, and the allowable seismic shear values shall not exceed 90 plf for Portland cement plaster and 30 plf for gypsum. Table 4.3C shall not be allowed for structures assigned to Seismic Design Category E, or F.

Where panels are fastened to framing members with staples, requirements and limitations of AWC SDPWS shall be met and the allowable shear values set forth in Table 2306.3(1), 2306.3(2) or 2306.3(3) shall only be permitted for structures assigned to Seismic Design Category A, B, or C.

Exception: Allowable shear values where panels are fastened to framing members with staples may be used if such values are substantiated by cyclic testing and approved by the building official.

The allowable shear values in Table 2306.3(1), 2306.3(2) are permitted to be increased 40 percent for wind design. Panels complying with ANSI/APA PRP-210 shall be permitted to use design values for Plywood Siding in the AWC SDPWS.

Exception: *[DSA-SS DSA-SS/CC and OSHPD 1,2,&4] Wood structural panel shear walls using staples as fasteners are not permitted by DSA and OSHPD.*

(Z) Section 2307.2: Add Section 2307.2 to read as follows:

2307.2 Wood-frame shear walls. Wood-frame shear walls shall be designed and constructed in accordance with Section 2306.3 as applicable.

(AA) Table 2308.6.1: Amend Table 2308.6.1 by modifying footnote “b” to read as follows:

- b. See section 2308.6.3 for full description of bracing methods. Bracing methods DWB, SFB, PBS, HPS, and GB are not permitted in Seismic Design Categories D or E.

(BB) Section 2308.6.1: Amend Section 2308.6.1, first Exception, to read as follows:

Exception: For structures in Seismic Design Category A, B, or C, with a maximum plan dimension not more than 50 feet (15 240mm), continuous foundations are required at exterior walls only.

(CC) Section 2308.6.9: Amend Section 2308.6.9 to read as follows:

2308.6.9 Attachment of Sheathing. Fastening of braced wall panel sheathing shall not be less than that prescribed in Table 2308.6.1 or Table 2304.10.1. Wall sheathing shall not be attached to framing members by adhesives. Staple fasteners in table 2304.10.1 shall not be used to resist or transfer seismic forces in structures assigned to Seismic Design Category D, E, or F.

Exception: Staples may be used to resist or transfer seismic forces when the allowable shear values are substantiated by cyclic testing and approved by the building official.

(DD) Appendix Chapter J, Section J103.2, Exception 1: Amend Appendix Chapter J, Section J103.2, Exception 1, to read as follows:

1. Grading in an isolated, self-contained area, provided there is no danger to the public, the total quantity of graded soil does not exceed 150 cubic yards, and that such grading will not adversely affect adjoining properties.

(EE) Appendix Chapter J, Section J104.1: Amend Appendix Chapter J, Section J104.1 to read as follows:

J104.1. Submittal Requirements. Application for a grading permit shall be accompanied by four sets of plans and specifications, and supporting data consisting of a soils engineering report and an engineering geology report where required by the Building Official. The sets of plans submitted for final approval shall be submitted on mylar. The plans and specifications shall be prepared and signed by an individual licensed by the state to prepare such plans or specifications when required by the building official. The dates of the soils engineering and any engineering geology reports, along with the names, addresses, and phone numbers of the firms or individuals who prepared the reports, shall appear on the grading plans. In addition to the provisions of Section 105.3, Appendix Chapter 1, the applicant shall state the estimated quantities of excavation and fill.

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

SEC. 14-4. CALIFORNIA RESIDENTIAL CODE ADOPTED.

The part 2.5 of twelve parts of the California Code of Regulations, Title 24, known as the California Residential Code ("CRC"), 2016 Edition, including Appendix H, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-5. AMENDMENTS TO THE CRC.

(A) Chapter 1 Division II, Section R102.7: Amend Section R102.7 to read as follows:

R102.7. Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the provisions of the Oxnard City Code, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

(B) Chapter 1 Division II, Section R103.1: Amend Section R103.1 to read as follows:

R103.1. Creation of enforcement agency. The Building and Engineering Division of the Development Services Department is hereby created and the official in charge thereof shall be known as the building official.

(C) Chapter 1 Division II, Section R105.2: Amend Section R105.2, items 2 and 3, to read as follows:

Building:

2. Fences not over 6 feet high and masonry walls not over 3'-6" high as measured from the lowest finished grade to the top of the wall.
3. Retaining walls that are not over 3 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or II-A liquids.

(D) Section R313: Amend Section R313 to read as follows:

R313. General. Approved automatic fire extinguishing systems shall be installed and maintained in accordance with Chapter 14 of the Oxnard City Code, Article XVI.

(E) Section R401.1: Amend the Exception to Section R401.1 to read as follows:

Exception: Wood foundations in Seismic Design Categories D₀, D₁, and D₂ shall not be permitted. The provisions of this chapter shall be permitted to be used for wood foundations only in the following situations:

1. In non-occupied, single-story, detached storage sheds and similar uses other than carport or garage, provided the gross floor area does not exceed 200 square feet, the plate height does not exceed 12 feet in height above the grade plane at any point, and the maximum roof projection does not exceed 24 inches.

(F) Section R403.1.2: Amend Section R403.1.2 to read as follows:

R403.1.2. Continuous footing in Seismic Design Categories D₀, D₁, and D₂. The braced wall panels at exterior walls of buildings located in Seismic Design Categories D₀, D₁, and D₂ shall be supported by continuous footings. All required interior braced wall panels in buildings shall be supported by continuous footings.

(G) Section R403.1.3.6: Section R403.1.3.6 is deleted in its entirety.

(H) Section R404.2: Amend Section R404.2 to read as follows:

R404.2. Wood foundation walls. Wood foundation walls shall be constructed in accordance with the provisions of Sections R404.2.1 through R404.2.6 and with details shown in Figures R403.1(2) and R403.1(3). Wood foundation walls shall not be used for structures located in Seismic Design Category D₀, D₁, and D₂.

(I) Table R602.3(1): Amend Table R602.3(1) by adding footnote “j” to be applicable to the entire table and to read as follows:

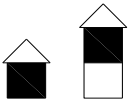
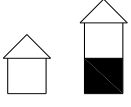
j. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D₀, D₁, and D₂.

(J) Table R602.3(2): Amend Table R602.3(2) by revising footnote “b” to read as follows:

b. Staples shall have a minimum crown width of 7/16-inch diameter except as noted. Use of staples in roof, floor, subfloor, and braced wall panels shall be prohibited in Seismic Design Category D₀, D₁, and D₂.

(K) Table R602.10.3(3): Amend Table R602.10.3(3) to read as follows:

TABLE R602.10.3(3)
BRACING REQUIREMENTS BASED ON SEISMIC DESIGN CATEGORY

SOIL CLASS D ^a WALL HEIGHT = 10 FT 10 PSF FLOOR DEAD LOAD 15 PSF ROOF/CEILING DEAD LOAD BRACED W			MINIMUM TOTAL LENGTH (feet) OF BRACED WALL PANELS REQUIRED ALONG EACH BRACED WALL LINE ^b			
Seismic Design Category (SDC)	Story Location	Braced Wall Line Length	Method LIB, DWB, SFB, PBS, and HPS	Methods ^c GB and PCP	Method WSP ^d	Continuous Sheathing ^d
SCD D ₂		10	NP	8.0	2.5	2.1
		20	NP	16.0	5.0	4.3
		30	NP	24.0	7.5	6.4
		40	NP	32.0	10.0	8.5
		50	NP	40.0	12.5	10.6
		10	NP	NP	5.5	4.7
		20	NP	NP	11.0	9.4
		30	NP	NP	16.5	14.0
		40	NP	NP	22.0	18.7
		50	NP	NP	27.5	23.5

a. Wall bracing lengths are based on a soil site class "D." Interpolation of bracing length between the S_d values associated with the seismic design categories shall be permitted when a site-specific S_d value is determined in accordance with Section 16

b. Foundation cripple wall panels shall be braced in accordance with Section R602.10.9

c. Methods GB and PCP braced wall panel h/w ratio shall not exceed 1:1.

d. Wood Structural Panel shall have a minimum thickness in SDC D₂ of 15/32", and shall not be attached using staples.

(L) Table R602.10.4: Amend Table R602.10.4 by adding footnote "f" to be applicable to the entire table and to read as follows:

f. Use of staples in braced wall panels shall be prohibited in Seismic Design Category D₀, D₁, and D₂.

(M) Section R602.10.9.1: Section R602.10.9.1 is deleted in its entirety.**(N) Section R703.1: Amend Section R703.1 to read as follows:**

R703.1. General. Exterior walls shall provide the building with a weather-resistant exterior wall envelope. The exterior wall envelope shall include flashing as describe in Section R703.4. Additionally, balconies, landings, exterior stairways, occupied roofs and similar surfaces exposed to the weather and sealed underneath shall be waterproofed and sloped a minimum 1/4 unit vertical in 12 units horizontal (2% slope) for drainage. The weather-exposed areas with ceilings or horizontal projections not required to be sealed for fire resistive construction shall be provided with ventilation devices so as to provide

adequate air movement to dry out any moisture infiltrating within the horizontal areas. Details and notes on ventilation devices shall be provided in the submittal drawings.

(O) Section R902.1: Amend the first paragraph of Section R902.1 to read as follows:

R902.1. Roofing covering materials. Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A or B roofing shall be installed in areas designated by this section or where the edge of the roof is less than 3 feet from a lot line. Class A or B roofing required by this section shall be tested in accordance with UL 790 or ASTM E108.

(P) Section R902.1.3: Amend Section R902.1.3 to read as follows:

R902.1.3. Roof coverings in all other areas. All reroofing shall be constructed with Class A or B roofing and shall conform to the applicable provisions of this Chapter, or as approved by the building official.

(Q) Section R902.2: Amend the first paragraph of Section R902.2 to read as follows:

R902.2: Fire-retardant treated shingles and shakes. Fire-retardant treated wood shakes and shingles are wood shakes and shingles complying with UBC Standard 15-3 or 15-4 which are impregnated by the full-cell vacuum-pressure process with fire-retardant chemicals, and which have been qualified by UBC Standard 15-2 for use on Class A or B roofs.

(R) Appendix Chapter H, Section AH103.2: Amend Appendix Chapter H, Section AH103.2 to read as follows:

AH 103.2. Light, ventilation and emergency egress. Exterior openings required for light and ventilation shall be permitted to open into a patio structure conforming to Section AH101. Where such exterior openings serve as an exit from the dwelling unit, the patio structure, unless unenclosed, shall be provided with exits conforming to the provisions of Section R311 of this code. Emergency egress or rescue openings from sleeping rooms shall not open into a patio structure.

ARTICLE IV. CALIFORNIA GREEN BUILDING STANDARDS CODE

SEC. 14-6. CALIFORNIA GREEN BUILDING STANDARDS CODE ADOPTED.

The part eleven of twelve parts of the California Code of Regulations, Title 24, known as the California Green Building Standards Code ("CALGreen"), 2016 Edition, as published by the California Building Standards Commission, 2524 Natomas Park Drive, Suite 130, Sacramento, CA 95833-2936, is hereby adopted by reference, subject to the amendments, additions, and

deletions hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE V. PROPERTY MAINTENANCE AND ABATEMENT CODES

SEC. 14-8. INTERNATIONAL PROPERTY MAINTENANCE CODE AND UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS ADOPTED.

The International Property Maintenance Code, 2006 Edition, and the Uniform Code for Abatement of Dangerous Buildings, 1997 Edition, as published respectively by the International Code Council, 500 New Jersey Avenue, NW, 6th Floor, Washington, D.C. 20001, and the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601, are hereby adopted by reference. One true copy of these codes is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE VI. CALIFORNIA HISTORICAL BUILDING CODE

SEC. 14-9. CALIFORNIA HISTORICAL BUILDING CODE ADOPTED.

The eighth part of twelve parts of the California Code of Regulations, Title 24, known as the California Historical Building Code (“CHBC”), 2016 Edition, including Appendix A, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE VII. CALIFORNIA ELECTRICAL CODE

SEC. 14-10. CALIFORNIA ELECTRICAL CODE ADOPTED.

The third part of twelve parts of the California Code of Regulations, Title 24, known as the California Electrical Code (“CEC”), 2016 Edition, which incorporates by reference the National Electrical Code (“NEC”), 2014 Edition, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendments hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-11. AMENDMENTS.

(A) Article 90-10: Add Article 90-10 to read as follows:

Article 90-10. Administration. The legal jurisdiction and administration of this electrical code is regulated by the administrative sections as adopted in Chapter 14, Article II of the Oxnard City Code.

ARTICLE VIII. CALIFORNIA EXISTING BUILDING CODE

SEC. 14-12. CALIFORNIA EXISTING BUILDING CODE ADOPTED.

The tenth part of eleven parts of the California Code of Regulations, Title 24, known as the California Existing Buildings Code (“CEBC”), 2016 Edition, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE IX. CALIFORNIA MECHANICAL CODE

SEC. 14-13. CALIFORNIA MECHANICAL CODE ADOPTED.

The fourth part of eleven parts of the California Code of Regulations, Title 24, known as the California Mechanical Code (“CMC”), 2016 Edition, and Appendices B and C thereof, and Standards contained therein, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-14. AMENDMENT.

(A) Chapter One – California General Code Provisions. Except for Sections 101.1, 101.2, and 101.3, entitled “Title,” “Purpose,” and “Scope,” Chapter One, entitled “California General Code Provisions” is hereby deleted from the CMC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE X. CALIFORNIA REFERENCED STANDARDS CODE

SEC. 14-15. CALIFORNIA REFERENCED STANDARDS CODE ADOPTED.

The twelfth part of twelve parts of the California Code of Regulations, Title 24, known as the California Referenced Standards Code (“CRSC”), 2016 Edition, as published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is

hereby adopted by reference. One true copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

ARTICLE XI. CALIFORNIA PLUMBING CODE

SEC. 14-16. CALIFORNIA PLUMBING CODE ADOPTED.

The fifth part of eleven parts of the California Code of Regulations, Title 24, known as the California Plumbing Code (“CPC”), 2016 Edition, including Appendices A, B, D, I, and K thereof, and standards contained therein, published by the Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento CA 95833-2936, is hereby adopted by reference, subject to the amendment hereinafter set forth. One copy of this code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-17. AMENDMENT.

(A) Chapter One – California General Code Provisions. Except for Sections 101.1, 101.2, and 101.3, entitled “Title,” “Purpose,” and “Scope,” Chapter One, entitled “California General Code Provisions” is hereby deleted from the CPC. The Administrative Code as adopted in the Oxnard City Code, Chapter 14, Article II, shall apply to this Article.

ARTICLE XII. (RESERVED)

ARTICLE XIII. (RESERVED)

ARTICLE XIV. (RESERVED)

ARTICLE XV. CALIFORNIA FIRE CODE

SEC. 14-24. CALIFORNIA FIRE CODE – ADOPTED.

(A) The California Fire Code (“CFC”) 2016 Edition, including Appendix Chapter 4, Appendix B, Appendix C, Appendix D, and Appendix F, published by the International Code Council, 500 New Jersey Avenue, NW, 6th floor, Washington, D.C. 20001, is hereby adopted by reference, subject to the amendments, additions, and deletions hereinafter set forth. One copy of such code is on file in the office of the City Clerk and is available for public inspection as required by law.

SEC. 14-25. AMENDMENTS

(A) Chapter 1, Section 101.1. Amend Section 101.1 to read:

Section 101.1. **Title.** These regulations shall be known as the Fire Code of the City of Oxnard, hereinafter referred to as “this code”.

(B) Chapter 1, Section 104.12. Add Section 104.12 to read:

Section 104.12. General. When the chief finds in any building, on any premises, or on any lot or parcel combustible, hazardous or explosive materials or dangerous accumulations of rubbish; or finds unnecessary accumulations of wastepaper, boxes, shavings, or any highly flammable materials which are so situated as to endanger life or property; or finds obstructions to or on fire escapes, stairs, passageways, doors, or windows that reasonably tend to interfere with the operations of the Fire Department or the egress of the occupants of such building or premises; or finds that this code is being violated, the chief is authorized to issue orders as necessary for the enforcement of the fire prevention laws and ordinances governing the same and for the safeguarding of life and property from fire.

(C) Chapter 1, Section 104.13. Add Section 104.13 to read:

Section 104.13. Stopping uses, evacuation. The chief is authorized to order an operation or use stopped, or the evacuation of any premises building or vehicle or portion thereof which has or is a fire hazard, hazardous condition or situation which presents a hazard to life or property.

(D) Section 109.4. Amend Section 109.4 to read:

Section 109.4. Violation Penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair, or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be subject to penalties as prescribed by law.

(E) Section 503.2.1. Amend Section 503.2.1 to read:

Section 503.2.1. Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 26 feet (7925 mm) and an unobstructed height of not less than 13 feet 6 inches (4115 mm).

Exceptions:

1. Alleys without fire hydrants must have an unobstructed width of not less than 20 feet (6096 mm).
2. Approved security gates in accordance with Section 503.6.

(F) Section 503.7. Add Section 503.7 to read:

Section 503.7. Electronic and Electric Access Gates. When access to or within a structure or area is impeded by an electronically or electrically secured opening or gate, such electronically or electrically secured opening or gate shall be constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department. The Fire Code Official or Oxnard Police Department shall not approve such plans unless the plans allow emergency vehicles and emergency personnel to open such electronically or electrically secured openings or gates by City approved radio equipment used by such emergency vehicles or personnel.

On or before August 1, 2006, all existing electronically or electrically secured openings or gates that impede access to a structure or area shall either be (a) removed, or (b) constructed and maintained in accordance with plans approved by the Fire Code Official or Oxnard Police Department.

For the purposes of this section 503.7, “opening” shall be limited to an exterior door for a commercial or industrial building or a door on a commercial, industrial, or residential property that limits access to a common area that is an accessway to more than one commercial, industrial, or residential occupancy.

(G) Section 507.5. Amend Section 507.5 to read:

Section 507.5. Fire Hydrant systems. Fire hydrant systems shall comply with Sections 507.5.1 through 507.5.6 and Oxnard Fire Department published Standards and Appendix C or by an approved method.

(H) Section 507.5.1.1. Amend Section 507.5.1.1 to read:

Section 507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within 50 feet (15 m) of the fire department connections.

Exception: The distance shall be permitted to exceed 50 feet (15 m) where approved by the fire code official.

(I) Section 901.6.2.2. Add Section 901.6.2.2 to read:

Section 901.6.2.2 System Records. All contractors who service, test, install and/or maintain fire protection systems within the city are required to enroll and utilize the designated and approved single-point repository service to file records of all system inspections, tests, and maintenance required by the referenced standards. This repository service shall be maintained electronically and provided to the fire code official through a third party inspection reporting system. Fees, as applicable, will be paid directly from the contractor to the approved single-point repository service vendor.

(J) Section 903.4.2.1. Add Section 903.4.2.1, to read:

Section 903.4.2.1 Exterior Strobe. Provide an approved exterior strobe, in an approved location, visible from the street or approach roadway or drive aisle.

(K) Section 904.3.5. Amend Section 904.3.5, to read:

Section 904.3.5 Monitoring. Where a building fire alarm system, or a monitoring and alarm system complying with section 903.4, is installed, automatic fire-extinguishing systems shall be monitored by the building fire alarm system or the monitoring and alarm system in accordance with NFPA 72.

(L) Section 906.1, #10. Add Section 906.1, #10, to read:

Section 906.1 #10 as required by the Fire Code Official.

(M) Section 907.3.5. Add Section 907.3.5 to read:

Section 907.3.5. Fog or Smoke Emitting Systems. No system shall be installed in any building/structure or portion thereof, which discharges any gas, vapor, liquid or other product when the primary intent of system discharge is to obscure the vision, cause disorientation, or otherwise incapacitate any occupant of said building/structure or portion thereof. Nothing in this section is intended to preclude the installation of an approved fire suppression system.

(N) Section 907.5.2.3.5. Add Section 907.5.2.3.5, to read:

Section 907.5.2.3.5. Exterior Strobe. Provide an approved exterior strobe, in an approved location, visible from the street or approach roadway or drive aisle.

(O) Section B105. Amend Table B105.2 to read:

Table B105.2. Column two - Minimum Fire-flow, Row two of three: 50% of the value in Table B105.1(2)^a

Table B105.2. Column two - Minimum Fire-flow, Row three of three: 50% of the value in Table B105.1(2)^b

(P) Section D102.1. Amend Section D102.1, to read:

Section D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete or approved driving surface capable of supporting the imposed load of fire apparatus weighing at least 76,000 pounds (34,550 kg).

(Q) Section D103.5 #1. Amend Section D103.5 #1, to read:

#1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 15 feet (4572 mm).

ARTICLE XVI. FIRE SPRINKLERS

SEC. 14-26. AUTOMATIC FIRE SPRINKLER SYSTEM.

The California Fire Code (“CFC”) 2016 Edition, Section 903, Automatic Sprinkler Systems, is hereby amended.

(A) Section 903.2 through section 903.2.4. Amend Section 903.2 through 903.2.4 to read:

903.2 Where required. Approved automatic fire sprinkler systems shall be installed in all structures, occupancies, and locations as set forth in this section. For the purposes of this section, fire walls shall not be considered as creating separate buildings.

903.2.1 Definitions.

The following words and terms shall, for the purposes of section 903, have the following meanings.

Bathroom. A room or compartment containing one or more of the following: a toilet, a tub, or a shower.

903.2.2 New Construction.

Automatic fire sprinkler systems shall be installed, maintained, and accessible for service in all new buildings, regardless of location, floor area, construction type, or occupancy.

Exceptions:

1. Spaces and areas in telecommunications buildings used exclusively for telecommunications equipment, associated electrical power distribution equipment, batteries and standby engines, provided those spaces or areas are equipped throughout with an automatic fire alarm system and are separated from the remainder of the building by fire barriers consisting of not less than 1-hour fire-resistance-rated walls and 2-hour fire-resistance-rated floor/ceiling assemblies.
2. Automatic fire sprinkler protection for fixed guideway transit systems shall be as per Section 903.2.17

3. The Fire Code Official is authorized to make exception for trash enclosures that are of non-combustible construction including the roof or cover, and at least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.
4. The Fire Code Official is authorized to make exception for carports, storage sheds, and similar structures having less than 500 square feet of roof area including overhangs, if the structure is least ten (10) feet from any adjacent structure, and at least five (5) feet from the nearest property line.
5. The Fire Code Official is authorized to make exception for structures of non-combustible construction that do not have occupiable space, and that have no storage, insignificant fire load, and no exposures.

903.2.3 Existing Construction.

Automatic fire sprinkler systems shall be installed, maintained, and accessible for service throughout existing structures and additions in the following situations.

1. Whenever there is a change in occupancy in the structure or change in use classification to a higher or more hazardous occupancy or use classification based on the Building Code classifications or as determined by the Fire Code Official.
2. Whenever permits for additions or alterations result in an increase of cumulative area of more than 1,000 square feet of total structure area, including mezzanines and additional stories. Additional area determination shall be cumulative, from the effective date of this ordinance: December 27, 2007. Sprinkler coverage shall include the entire existing structure, garage(s), and adjacent accessory structures.
3. In rooms where nitrate film is stored or handled.
4. In protected combustible fiber storage vaults as defined in this code.

Section 903.2.4 Ambulatory care facilities. An automatic sprinkler system shall be installed throughout the entire structure containing an ambulatory care facility where either of the following conditions exist at any time:

1. Four or more care recipients are incapable of self-preservation, whether rendered incapable by staff or staff has accepted responsibility for care recipients already incapable.
2. One or more care recipients that are incapable of self-preservation are located at other than the level of exit discharge serving such a facility.

(B) Section 903.2.7 through section 903.2.10. Amend Section 903.2.7 through 903.2.10 to read:

Section 903.2.7. Reserved.

Section 903.2.8. Reserved.

Section 903.2.9. Reserved.

Section 903.2.10. Reserved.

(C) Section 903.2.18 Amend Section 903.2.18 to read:

Section 903.2.18. Reserved.

(D) Section 903.3.1.2. Add the following sections.

Section 903.3.1.2.3 Overhangs. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited combustible, and, where no combustibles are stored or handled, and, the area is at least 50 percent open.

Section 903.3.1.2.4 Under stairs. Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

Section 903.3.1.2.5 Attics, crawl spaces, concealed spaces. Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

Section 903.3.1.2.6 Ceiling obstructions. Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

(E) Section 903.3.1.3. Add the following sections.

Section 903.3.1.3.1 Overhangs. Sprinkler protection is required under exterior roofs, canopies, and overhangs over four (4) feet in width.

Exceptions:

1. The Fire Code Official is authorized to make exception where the construction is non-combustible or limited combustible, and, where no

combustibles are stored or handled, and, the area is at least 50 percent open.

Section 903.3.1.3.2. Under stairs. Sprinkler protection is required for usable spaces and compartments under stairs, including bathrooms and closets.

Section 903.3.1.3.3. Attics, crawl spaces, concealed spaces. Attics, crawl spaces, and normally unoccupied concealed spaces that do not contain fuel-fired appliances do not require sprinkler coverage. In attics, crawl spaces, and normally unoccupied concealed spaces that contain fuel-fired equipment, a sprinkler shall be installed above the equipment; however, sprinklers shall not be required in the remainder of the space.

Section 903.3.1.3.4. Ceiling obstructions. Pendant sprinklers within 3 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed. Sidewall sprinklers within 5 feet of the center of a ceiling fan, surface-mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

PART 4. The City Council, following due consideration, hereby finds and determines that all the amendments, deletions, and additions to the forgoing California Building Standards Code and other codes are due to the following local conditions:

(A) Climatic

1. The City experiences periods of high temperatures accompanied by low humidity and high winds each year. The City also experiences periods of intense rainfall, which creates the need for special drainage precautions. Close proximity to the ocean may accelerate some building components to erode, corrode, decay, and expose beach homes to ocean wave force and damp corrosive microclimates.
2. During the months October through March, the City experiences wind conditions known as the “Santa Ana” winds. These very strong, hot, dry northeasterly winds considerably aid the spread of fire and create a strong possibility of a conflagration in all structures during this period. During these wind conditions, much of the Fire Department’s resources are used to combat life safety problems such as downed power lines. The Fire Department is forced to provide standby protection for extended periods because the electric utility is overloaded with high priority calls. The Fire Department equipment used on these non-firefighting calls is, therefore, not available for response to structure fires. Thus, even a fire in one structure not immediately extinguished such as by a fire sprinkler system could spread and cause significant property damage and/or loss of life.
3. Although there are few brush or forest areas within the City, the Fire Department receives requests for aid from jurisdictions involved in firefighting these types of fires outside the City. This response leaves the City’s firefighting resources at a lower than normal level and impacts the Fire Department’s ability to promptly respond to structure fires when they occur at the same time.

4. During the hot, dry wind period, the number of outside fires, such as trash and grass fires, increases dramatically. These fires do not pose a serious threat to life or property, but do occupy firefighting resources and seriously impact the Fire Department's ability to respond to structure fires when they occur at the same time.

(B) Geological

1. The City is located in close proximity to 3 major fault systems capable of producing earthquakes ranging from 6.7 to 7.3 in magnitude, and has been determined by the State of California Seismic Hazards Mapping program to be underlain by soil layers that are prone to liquefaction failure. Special seismic design, construction, and inspection considerations must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas. Additionally, the potential for multiple fires occurring simultaneously after a large seismic event will tax available firefighting resources. Built-in fire protection will assist in extinguishing or controlling fires.

2. The City is located in an area with expansive soils, high groundwater table, and ocean frontage. Special foundation considerations and soils analysis requirements must be in place to provide a reasonable degree of structural integrity for buildings constructed in these areas.

(C) Topographical

1. The City has flat land and waterfront developments that require special drainage and coastal precautions. Structures would be subject to water damage without special requirements addressing site drainage and coastal wave and wind forces.

2. During the rainy season, from December through April, the City is subject to flooding, making various parts of the City inaccessible to firefighting equipment on short notice. This prolongs the Fire Department's response time to structure fires.

3. The City is on a flat, coastal plain, and is in a tsunami inundation zone. Additionally, many of the evacuation routes from this zone pass through the City. The arrival time of a tsunami may be predicted, but not its magnitude. Therefore, evacuation measures may be taken, but the entire area is defenseless when it strikes. During and after a tsunami, these coastal areas will not be easily accessible to firefighting and other emergency equipment.

The City Council further finds that such amendments, deletions, and additions are necessary to best serve the public health and welfare. The City Council further finds and determines that all the amendments, deletions, and additions are also required for the reasons set forth in the Index and Summary to Model Codes and Amendments, which is attached hereto and incorporated herein as Exhibit A.

PART 5. The City Attorney, who was designated to prepare a summary of this ordinance, has determined that it is not feasible to prepare a fair and adequate summary thereof. The City Council thus orders that a display advertisement of at least one quarter page containing the

information required by Government Code Section 36933(c)(2) be published in a newspaper of general circulation in the City at least five days prior to adoption of this ordinance, and another such display advertisement be similarly published within 15 days after its adoption, including the names of the Councilmembers voting for and against the ordinance.

PART 6. This ordinance was introduced for first reading on December 13, 2016, and passed on _____, by the following roll call vote and shall take effect thirty days after final passage.

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

AYES: Councilmembers: _____

NOES: Councilmembers: _____

ABSENT: Councilmembers: _____

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fisher, City Attorney

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SUMMARY

PART 3

ARTICLE II. CALIFORNIA AND BUILDING CODE

Section 14-2 References the adoption of the California Building Code, 2016 Edition.

Section 14-3 Amendments to the CBC.

A. **Chapter 1 Division II, Section 101.4.4.** Corrects an inaccurate administrative reference.

Finding of Need: Administrative.

B. **Chapter 1 Division II, Section 103.1.** Administrative clarification of terminology.

Finding of Need: Administrative.

C. **Chapter 1 Division II, Section 105.2** Clarifies restrictions on items exempt from permits.

Finding of Need: Local Climactic Condition #1, Local Geological Conditions #1 and #2.

D. **Chapter 1 Division II, Section 105.3.2.** Modifies the time limit of permit extensions granted by the Building Official.

Finding of Need: Administrative.

E. **Section 903.2. Where Fire Sprinklers are Required.** This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: Editorial reference.

F. **Section 1403.1. Waterproofing Weather-Exposed Areas.** Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: Local Climatic Condition #1

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

- G. **Section 1505.1. Roof Covering Requirements.** Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

***Finding of Need:** Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

- H. **Section 1511.1. Re-roofing Requirements.** Amends the CBC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

***Finding of Need:** Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

- I. **Section 1613.5.2. Equation 16-44.** The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospitals, schools, assembly occupancies, and other important structures.

***Finding of Need:** Local Geological Condition #1.*

- J. **Section 1613.5.3, ASCE 7 Section 12.11.2.2.3.** The revision to section 12.11.2.2.3 of ASCE 7-05 strengthens and clarifies the requirements for anchorage of concrete and masonry bearing walls to wood roofs, and is intended to increase life safety by preventing failures observed in recent past earthquakes.

***Finding of Need:** Local Geological Condition #1.*

- K. **Section 1704.6. General.** It is important to recognize that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design or their designee who were involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will greatly be increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the building official.

***Finding of Need:** Local Climactic Condition #1, and Local Geological Condition #1 and #2.*

- L. **Section 1705.3. Special Inspection for Concrete Construction.** This provision limits the types of concrete construction elements that can be installed without deputy inspection and is intended to increase quality control of critical structural elements.

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

Finding of Need: *Local Geological Conditions #1 and #2.*

- M. **Section 1705.12.2. Special Inspection of Wood Shearwalls.** Allows for an exemption to special inspection of wood shearwalls if compensating design and construction limitations are observed.

Finding of Need: *Local Geological Conditions #1.*

- N. **Section 1803.2. Investigations required.** Due soil conditions observed, special soils investigations are required.

Finding of Need: *Local Geological Condition #1 and #2.*

- O. **Section 1804.4. Drainage and Moisture Protection.** Due to the relatively flat topography of the City, additional drainage and moisture protection requirements required.

Finding of Need: *Local Climactic Condition #1, Local Topographical Condition #1.*

- P. **Section 1808.7.4. Drainage and Moisture Protection.** Due to the relatively flat topography of the City, additional drainage and moisture protection requirements required.

Finding of Need: *Local Climactic Condition #1, Local Topographical Condition #1.*

- Q. **Section 1905.1. Scoping.** Modifies the references to subsequent code sections so as to be consistent with other local code modifications contained herein.

Finding of Need: *Administrative clarification relating to the scoping of this section.*

- R. **Section 1905.1.7. ACI 318 Section 22.10.** Amends this section to limit the use of un-reinforced or under-reinforced concrete in areas of high seismic activity so as to protect building structures and occupants from unnecessary damage.

Finding of Need: *Local Geological Conditions #1 and #2.*

- S. **Section 1905.1.9. ACI 318 Section 21.6.4.1.** Carries over important provisions relating to the design of concrete columns and beams that resist seismic loads from previous codes.

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

Finding of Need: *Local Geological Condition #1.*

- T. **Section 1905.1.10. ACI 318 Section 18.10.4.** Carries over important provisions relating to the design of concrete columns and beams that resist seismic loads from previous codes.

Finding of Need: *Local Geological Condition #1.*

- U. **Section 1905.1.11. ACI 318 Section 18.12.6.2.** Carries over important provisions relating to the design of heavily loaded concrete walls that resist seismic loads from previous codes.

Finding of Need: *Local Geological Condition #1.*

- V. **Section 2304.10.1. Fastener requirements.** Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limit the use of staple fasteners in resisting or transferring seismic forces. Limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This proposed amendment is a continuation of a similar amendment adopted during previous code adoption cycles

Finding of Need: *Local Geological Condition #1.*

- W. **Section 2305.4. Hold-down connectors.** ICC-ES AC 155 Acceptance Criteria for Hold-downs (Tie-Downs) Attached to Wood Members is widely used to establish allowable values for hold-down connectors in evaluation reports. AC 155 uses monotonic loading to establish allowable values. Yet, cyclic and dynamic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a monotonic manner. However, the engineering, regulatory and manufacturing industries have not reached consensus on the appropriate cyclic or dynamic testing protocols. This amendment reflects the recommendations by the Structural Engineers Association of Southern California (SEAOSC) that investigated the poor performance observed in 1994 Northridge Earthquake. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles with additional editorial revisions for clarification.

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

Finding of Need: *Local Geological Condition #1.*

- X. **Section 2306.2 Wood Structural Panel Diaphragms.** Provides additional restrictions for wood structural diaphragms in areas of high seismic activity.

Finding of Need: *Local Geological Condition #1.*

- Y. **Section 2306.3. Wood-Frame Panel Shear Walls.** Provides additional restrictions for wood structural shear walls in areas of high seismic activity. The Structural Engineers Association of Southern California (SEAOSC) recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing, due to finding from the 1994 Northridge earthquake.

Finding of Need: *Local Geological Condition #1.*

- Z. **Section 2307.2 Wood-frame Shear Walls.** Correct reference created by amendment.

Finding of Need: *Local Geological Condition #1.*

- AA. **Table 2308.6.1 Braced Wall Line Support.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Condition #1.*

- BB. **Section 2308.6.1 Braced Wall Line Support.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Condition #1.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

- CC. **Section 2308.6.9 Attachment of Sheathing.** This proposed amendment is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region.

Finding of Need: Local Geological Condition #1.

- DD. **Appendix Chapter J, Section J103.2, Exception 1.** The City is very flat and there is a concern for safe drainage design; therefore, the exemptions for a grading permit were limited 150 cubic yards of earth.

Finding of Need: Local Topographical Condition #1.

- EE. **Appendix Chapter J, Section J104.1.** Clarifies grading plan submittal requirements including final submittal media, supporting reports, number of sets, and earthwork estimate requirements.

Finding of Need: Administrative.

ARTICLE III. CALIFORNIA RESIDENTIAL CODE

Section 14-4. References adoption of the California Residential Code, 2016 Edition.

Section 14-5. Amendments to the California Residential Code.

- A. **Chapter 1 Division II, Section R102.7.** Corrects an inaccurate administrative reference.

Finding of Need: Administrative.

- B. **Chapter 1 Division II, Section R103.1.** Administrative clarification of terminology.

Finding of Need: Administrative.

- C. **Chapter 1 Division II, Section R105.2** Clarifies restrictions on items exempt from permits.

Finding of Need: Local Climactic Condition #1, Local Geological Conditions #1 and #2.

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

- D. **Section R313. Where Fire Sprinklers are Required.** This amendment provides cross-reference to the Oxnard Fire Code relating to more restrictive requirements for automatic fire sprinkler systems.

Finding of Need: *Editorial reference.*

- E. **Section R401.1. Wood Foundations.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. However, an exception is made for non-occupied, single-story storage structures that pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.

Finding of Need: *Local Geological Conditions #1 and #2, Local Topographical #1.*

- F. **Section R403.1.2. Continuous footing in Seismic Design Category D₂.** Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Conditions #1 and #2.*

- G. **Section R403.1.3.6. Seismic reinforcing.** This amendment provides a continuous footing under all braced wall lines. Due to observed performance issue during the Northridge earthquake this sections address the drift and deflection cause by lack of a continuous footing.

Finding of Need: *Local Geological Conditions #1 and #2.*

- H. **Section R404.2. Wood foundation walls.** The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation walls that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms.

Finding of Need: *Local Geological Conditions #1 and #2, Local Topographical #1.*

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- I. **Table R602.3(1).** Cyclic tests conducted indicate that wood structural panel fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D0, D1 and D2 unless it can be substantiated by cyclic testing.

Finding of Need: *Local Geological Conditions #1 and #2.*

- J. **Table R602.3(2).** Cyclic tests conducted indicate that wood structural panel fastened with staples appeared to be much lower in strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Category D0, D1 and D2 unless it can be substantiated by cyclic testing.

Finding of Need: *Local Geological Conditions #1 and #2.*

- K. **Table R602.10.3.(3) Bracing Requirements Based on Seismic Design Category.** Cleans up the table being California does not allow three stories conventional framing and Oxnard is composed of entirely Seismic Design Category D₂ per the Residential Code. Poor performance of the diagonal wood boards, structural fiberboard sheathing, gypsum board, particle board sheathing, portland cement plaster, and hardboard panel siding, during the Northridge earthquake justifies reduction or removal of these values. Limited cyclic testing provided to the ICC Los Angeles Chapter Structural Code Committee shows that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels.

Finding of Need: *Local Geological Conditions #1 and #2.*

- L. **Section R602.10.4.1. Braced Wall Line Support for Seismic Design Category D₂.** Removes an exception that allowed shear walls to be constructed without continuous foundations. This also is constant with modifications in the Building Code.

Finding of Need: *Local Geological Conditions #1 and #2.*

- M. **Section R602.10.9.1.** With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.

Finding of Need: *Local Geological Conditions #1 and #2.*

- N. **Section R703.1. Waterproofing Weather-Exposed Areas.** Due to climatic conditions caused by the close proximity to the ocean, there is a specific need to ventilate certain areas of a building which are more clearly addressed in this amendment.

Finding of Need: *Local Climatic Condition #1*

- O. **Section R902.1. Roofing covering materials.** Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

- P. **Section R902.1.3. Roof coverings in all other areas.** Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

- Q. **Section R902.2. : Fire-retardant treated shingles and shakes..** Amends the CRC to be consistent with Fire Prevention Program regulations for roof covering requirements of Class A or B roofing.

Finding of Need: *Local Topographic Condition #2 and Local Climatic Conditions #'s 1,2,3, and 4 to assure public health and welfare.*

- R. **AH 103.2. Light, ventilation and emergency egress.** Amends the optional chapter Appendix H which governs Patio Covers to restore the requirements of the regular code to require that emergency egress windows to exit directly to a yard or court.

Finding of Need. *Local Climatic Conditions #'s 2 and 3 and Local Geological Condition #1 to assure public health and welfare.*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

**ARTICLE VII.
CALIFORNIA ELECTRICAL CODE**

Section 14-10. References adoption of the California Electrical Code, 2016 Edition.
Section 14-11 Amendments to the California Electrical Code.

- A. **Article 90-10.** The administrative provisions for the CEC shall be those in Articles I and II of this chapter.

***Finding of Need:** Administrative.*

**ARTICLE IX.
CALIFORNIA MECHANICAL CODE**

Section 14-13. References adoption of the California Mechanical Code, 2016 Edition.
Section 14-14. Amendments to the California Mechanical Code.

- A. **Chapter One – General Code Provisions.** The administrative provisions for the CMC shall be those in Articles I and II of this chapter.

***Finding of Need:** Administrative.*

**ARTICLE XI.
CALIFORNIA PLUMBING CODE**

Section 14-16 References adoption of the California Plumbing Code, 2016 Edition.
Section 14-17 Amendments to the California Plumbing Code.

- A. **Chapter One – General Code Provisions.** The administrative provisions for the CPC shall be those in Articles I and II of this chapter.

***Finding of Need:** Administrative.*

ARTICLE XV. FIRE CODES

SEC. 14-24. References Adoption of the CALIFORNIA FIRE CODE, 2016 Edition

SEC. 14-25. AMENDMENTS to CFC.

- A. **Chapter 1, Section 101.1.** Administrative reference to City of Oxnard Code.

***Finding of Need:** Administrative*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

- B. **Section 104.12.** This amendment allows the fire code official to issue orders with regard to a lot or parcel if there exists a fire hazard thereon.

Finding of Need: Administrative

- C. **Chapter 1, Section 104.13. Stopping uses, evacuation.** This addition allows the fire code official to stop a use or order an evacuation if there is a hazardous condition or situation which presents a hazard to life or property.

Finding of Need: Administrative

- D. **Section 109.4.** This amendment is an administrative reference to City of Oxnard Code regarding violations of the Code.

Finding of Need: Administrative

- E. **Section 503. 2.1. Dimensions.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- F. **Section 503.7. Electronic and Electric Access Gates.** This section updates existing City Code requirements regarding electronic and electric gate controls so they reference current Fire Code sections. This section facilitates timely response of available apparatus.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- G. **Section 507.5 Fire Hydrant systems.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus.

Finding of Need: Administrative

- H. **Section 507.5.1.1 Hydrant for standpipe systems.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus.

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

Finding of Need: Administrative

- I. **Section 901.6.2.2 System Records.** This section sets requirements for maintenance recordkeeping consistent with the requirements of the Fire Department for electronic recordkeeping.

Finding of Need: Administrative

- J. **Section 903.4.2.1 Exterior Strobe.** This requirement facilitates fire-fighting personnel in locating the correct building in alarm more quickly, especially in inclement conditions.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- K. **Section 904.3.5 Monitoring.** This requirement facilitates firefighting and locating fire extinguishing system activation more quickly.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- L. **Section 906.1, #10** This amendment allows the fire code official discretion in dealing with the placement of fire extinguishers in high theft areas.

Finding of Need: Administrative

- M. **Section 907.3.5 Fog or Smoke Emitting Systems.** This requirement provides for firefighting personnel protection and facilitates more rapid response to building interiors for firefighting.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- N. **Section 907.5.2.3.5 Exterior Strobe.** This requirement facilitates fire-fighting personnel in locating the correct building in alarm more quickly, especially in inclement conditions.

Finding of Need: Administrative, Climatic #2, #3, Topographical #2, #3

- O. **Section B105.** This ensures that sufficient water is available for firefighting, in concordance with fire department and water department operational guidelines.

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

Finding of Need: *Administrative, Climatic #2, #3, Topographical #2, #3*

- P. **Section D102.1 Access and loading.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: *Administrative, Climatic #2, #3, Topographical #2, #3*

- Q. **Section D103.5 #1 Gate width.** This amendment allows the fire code official to set requirements consistent with the current operational requirements of the Fire Department's apparatus, and facilitates timely response of available apparatus.

Finding of Need: *Administrative, Climatic #2, #3, Topographical #2, #3*

ARTICLE XV. FIRE SPRINKLERS

SEC. 14-26. FIRE SPRINKLERS This section adopts modifications to the California Code relating to Fire Sprinkler requirements.

- A. **Section 903.2 through section 903.2.4** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections, clarifies language, and clarifies coverage requirements.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

- B. **Section 903.2.7 through section 903.2.10** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections and clarifies language.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

- C. **Section 903.2.18** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections and clarifies language.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

EXHIBIT A - INDEX AND SUMMARY TO THE CALIFORNIA CODES AND AMENDMENTS

- D. **Section 903.3.1.2** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections and clarifies threshold requirements for residential fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*

- E. **Section 903.3.1.3** This amendment updates existing City Code requirements regarding fire sprinkler systems so they reference the correct current Fire Code sections and clarifies threshold requirements for residential fire sprinkler system coverage.

Finding of Need: *Administrative, Climatic #2, #3, #4; Geological #1; Topographical #2, #3*



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: December 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: Second Amendment to Agreement No. 6422-13-DS with Iteris, Inc. for On-Call Operation and Maintenance Services of the City's Transportation Management Center (TMC) and Intelligent Transportation System (ITS) Infrastructure

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

RECOMMENDATION:

That the City Council approve the Second Amendment with Iteris, Inc. for on-call operation and maintenance (O&M) services for the maintenance of the City's Transportation Management Center (TMC) and Intelligent Transportation System (ITS) infrastructure, which extends the agreement for two years and increases the cost by \$100,000, for a total agreement cost of \$300,000 over a five year period.

BACKGROUND

The original agreement for consulting services (Agreement No. 6422-13-DS) was made and entered into between the City and Iteris in November 2013 for a period of three years to expire on January 1, 2017. The scope of work as part of that contract included: the real-time monitoring of the ITS infrastructure and its components; monitoring the network on a 24-hour, 7-day a week basis; providing a daily response to the City if a failure is detected and provide level of severity of the failure (low, medium and high) and recommending a response; providing monthly status reporting to the City on the health of the network; and responding to all types of failures including remote troubleshooting, over the phone/email/go to meeting troubleshooting, on-site repairs including hardware reconfiguration and swap out of City's spare hardware,

Second Amendment to Agreement No. 6422-13-DS with Iteris, Inc.

December 20, 2016

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infrastructure repair including conduit, traffic-signal cabinets, and fiber-optic interconnect system repair. The contract was previously amended in October of 2014 to increase the agreement by \$100,000 to allow for the continued operation and maintenance costs of the TMC and ITS.

The ITS was master planned, designed, and integrated by Iteris, Inc. For this reason, Iteris, Inc. was selected to provide O&M services for the ITS and TMC.

This proposed second amendment extends the agreement with Iteris, Inc. for a period of two more years to January 1, 2019, and increases the cost of the agreement by \$100,000, for the ongoing operation and maintenance of the TMC and ITS.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no additional cost to the General Fund. The cost of the second amendment is \$100,000, which increases the total cost of the agreement to \$300,000. Sufficient funds in amount of \$60,000 are available from ITS Construction (Project No. 093108) – Circulation System Improvement Fund 354 (Account No. 354-3410-826-8209) and \$40,000 are available from ITS Annual Maintenance (Project No. MO3101) – Measure O Fund 104 (Account No. 104-3102-803-8209) to cover the \$100,000 needed for operation and maintenance of the TMC and ITS.

ATTACHMENTS:

Attachment A - Second Amendment to Agreement No. 6422-13-DS

Agreement No. 6422-13-DS

SECOND AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Consulting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this ____ day of December, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Iteris, Inc. ("Consultant"). This Second Amendment amends the Agreement entered into on November 22, 2013, by City and Consultant. The Agreement previously has been amended on October 27, 2014 by a First Amendment.

City and Consultant agree as follows:

1. In Section 11 of the Agreement, Term of Agreement, the date "January 1, 2017" is replaced by the date "January 1, 2019".
2. Subsection a of section 13 of the Agreement is amended as follows:
 - a. The figure "200,000" is replaced by the figure "300,000".
 - b. Exhibit B is supplemented by Exhibit B1, attached hereto and incorporated herein by this reference.
3. Section 42 is hereby added to the Agreement to state as follows:

42. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

CITY OF OXNARD

ITERIS, INC.

Tim Flynn, Mayor

Scott Carlson, Vice President
Western Region

ATTEST:

ITERIS, INC.

Michelle Ascencion, City Clerk

Dan Gilliam, Vice President Contracts, Risk
Management

APPROVED AS TO FORM:

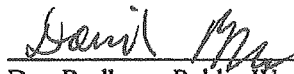
APPROVED AS TO INSURANCE:

Stephen M. Fischer, City Attorney

James Throop, Risk Manager

Agreement No. 6422-13-DS

APPROVED AS TO CONTENT:



Dan Rydberg, Public Works Director

APPROVED AS TO CONTENT:



Farhad Zaltash, Project Manager

APPROVED AS TO AMOUNT:

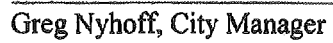

Greg Nyhoff, City Manager

EXHIBIT B1 COMPENSATION

Consultant will provide Operations and Maintenance services on an as needed basis, and be paid on a Time and Material basis. Below are the rates for the Consultant team staff members. It is not possible to predict the types of or severity of the failures that may occur. In some cases, City and Consultant may have to negotiate the fee to address the failure, such as the need for hardware procurement, materials, etc.

2016-2017 Rates	
Staff	Rates
Paul Frislie	\$179
Gabe Murillo	\$260
Bernard Li	\$270
George Gener	\$225
Erlan Gomez	\$200
Alicia Yang	\$179
Michael Plotnik	\$145
Braulio Ramirez	\$140
Omid Modaghegh	\$110
Crosstown – Electrician	\$125
Crosstown – Fiber Optic Specialist	\$140

Category	Iteris Title	Max Billing Rate
A1	Admin	\$ 105
E1	Assistant I: Eng/Planner/Sys/Software	\$ 85
E2	Assistant II: Eng/Planner/Sys/Software	\$ 110
E3	Associate I: Eng/Planner/Sys/Software	\$ 145
E4	Associate II: Eng/Planner/Sys/Software	\$ 170
E5	Eng/Planner/Sys/Software	\$ 180
E6	Senior I: Eng/Planner/Sys/Software	\$ 190
E7	Senior II: Eng/Planner/Sys/Software	\$ 240
V1	Associate VP/VP I	\$ 215
V2	Associate VP/VP II	\$ 220
V3	Associate VP/VP III	\$ 270
V4	VP/Senior VP	\$ 320



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: December 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Jim Throop
Chief Financial Officer

SUBJECT: Agreements and Appropriation for Various Landscape Maintenance Districts (LMDs) and Community Facilities Districts (CFDs) (10/20/30)

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

RECOMMENDATION:

That City Council:

1. Receive an update on the current status of improvements in the Assessment Districts.
2. Approve and authorize the City Manager to execute the following agreements:
 - a. Agreement No. A-7926 with Fenceworks, Inc. for LMD #33 El Paseo in the amount of \$30,799.60 for the detention basin located at Paseo Nogales and Paseo Hacienda.
 - b. Agreement No. A-7930 with Fenceworks, Inc. for LMD #38 Aldea Del Mar in the amount of \$60,064.30 for the detention basins located at Martin Luther King Jr. Drive and Limonero Drive.
 - c. Agreement No. A-7931 with Fenceworks, Inc. for LMD #40 Cantada in the amount of \$25,302.85 for the detention basin located at Rose Avenue and Cesar Chavez Drive.
 - d. Agreement No. 7680-16-PW with Kaneko Landscaping for LMD #40 Cantada in the amount of \$32,000 for work related to the overgrowth of roots and lifting of sidewalks to an unsafe level.
3. Approve a budget appropriation in the amount of \$363,528 for the current Fiscal Year 2016-17 from fund balance of various LMDs and CFDs for special projects and existing operations.

Agreements and Appropriation for Various Assessment Districts

December 20, 2016

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4. Approve a budget appropriation in the amount of \$166,644 to transfer funds between LMD #39 and LMD #46.
5. Approve a budget appropriation in the amount of \$297,010 to transfer funds between the two LMD #39.

BACKGROUND

As part of an ongoing effort to improve service and transparency, staff continues to refine and enhance processes associated with the management and operation of Landscape Maintenance Districts (LMDs) and Community Facilities Districts (CFDs). The purpose of this report is to: (1) appropriate funds from LMDs and CFDs that have excess fund balance for critical projects, (2) approve contracts for work in various LMDs and CFDs to provide necessary repairs and maintenance, (3) provide an additional appropriation from fund balance for additional operating costs in certain LMDs/CFDs, and (4) Transfer funds between two tracts in LMD #39 and LMD # 46 to reconcile surplus fund balances and allocate shared park maintenance costs.

(1.) Appropriations from LMDs/CFDs

Staff is requesting appropriations from the following LMDs for critical repair/replacement projects:

District	Requested Appropriation	Est. Fund Balance (Unaudited) 6/30/16	Purpose
LMD 38 Aldea Del Mar	\$9,750	\$302,754	Concrete repair/root pruning
LMD 39 El Sueno	\$12,636	\$552,072	Concrete repair/root pruning
LMD 39 DR Horton	\$4,589	\$35,045	Concrete repair/root pruning
LMD 49 Cameron Ranch	\$13,275	\$77,666	Detention fence replacement
LMD 51 Pfeiler	\$11,111	\$539,822	Park equipment replacement

The related contracts for the above projects do not require City Council approval as they are less than \$25,000.

(2.) Agreements for Repair & Maintenance

LMD #33 (El Paseo): Agreement No. A-7926 with Fenceworks, Inc. (Attachment A) for \$30,799.60 will consist of the removal and haul away of existing iron fencing and gate and installation of new commercial grade Majestic Montage Plus Ameristar Fencing. Staff received a total of 4 bids and the lowest responsible bidder was Fenceworks, Inc. Prevailing wages will be paid.

Agreements and Appropriation for Various Assessment Districts

December 20, 2016

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LMD #38 (Aldea Del Mar): Agreement No. A-7930 with Fenceworks, Inc. (Attachment B) for \$60,064.30 will consist of the removal and haul away of existing iron fencing and gate and installation of new commercial grade Majestic Montage Plus Ameristar Fencing. Staff received a total of 4 bids and the lowest responsible bidder was Fenceworks, Inc. Prevailing wages will be paid.

LMD #40 (Cantada): Agreement No. A-7931 with Fenceworks, Inc. (Attachment C) for \$25,302.85 will consist of the removal and haul away of existing iron fencing and gate and installation of new commercial grade Majestic Montage Plus Ameristar Fencing. Staff received a total of 4 bids and the lowest responsible bidder was Fenceworks, Inc. Prevailing wages will be paid.

LMD #40 (Cantada): Agreement No. 7680-16-PW with Kaneko Landscaping, Inc. (Attachment D) for \$32,000 will consist of cutting and removing concrete areas damaged by root overgrowth, pruning and removing roots, applying a root barrier system, and pouring new concrete. Staff received a total of 3 bids and the lowest responsible bidder was Kaneko Landscaping, Inc. Prevailing wages will be paid.

For all of the above agreements, City staff followed the informal bid process for public projects from \$25,000.01-\$125,000, which included:

1. Mailing a notice inviting informal bids (NIIB) to all contractors on the City's list of qualified contractors for the category of work;
2. Mailing NIIB to the Construction Bidboard and McGraw-Hill Construction Dodge;
3. Mailing NIIB to Tri-Co Reprographics and BidAmerica

(3.) Additional Appropriation for Operating Costs

Staff is requesting additional appropriations from fund balances for the following LMDs/CFDs:

District	Requested Appropriation	Est. Fund Balance (Unaudited) 6/30/16	Purpose
CFD 2 Westport	\$75,000	\$1,716,957	Replanting and Upgrades
CFD 4 Seabridge	\$75,000	\$2,791,268	Replanting and Upgrades
LMD 40 Cantada	\$2,000	\$447,368	Replanting
LMD 42 Cantabria	\$8,000	\$1,124,938	Replanting
LMD 54 Meadow Crest	\$2,000	\$59,634	Replanting
LMD 55 Wingfield West	\$2,000	\$72,215	Replanting

(4.) Transfer Funds Between Two Tracts in LMD #39 AND LMD #46

LMD #39 (El Sueno/Promesa and DR Horton) consists of two Tracts tied to two separate City Funds, Fund 160 and Fund 161. Since the formation of the Districts in 2001, both the revenues and expenditures have primarily been accounted for in Fund 160, resulting in the surplus fund balances being combined. City staff in consultation with NBS performed an audit of both the revenues and expenditures for both Funds and the result was a net decrease to Fund 160 in the amount of \$148,505 and a net increase to Fund 161 in the amount of \$148,505. Additionally, LMD #46 was affected by the audit as this district is responsible for 51.78% of the maintenance costs for the park located within LMD #39 and those costs were not paid in previous years. The result was a net increase to Fund 160 in the amount of \$61,125, a net increase to Fund 161 in the amount of \$22,197 and a net decrease to LMD #46 in the amount of \$83,322. After these transfers, the estimated Fund Balance as of 6/30/16 (unaudited) in Fund 160 will be \$464,691, in Fund 161 will be \$205,748, and in LMD #46 will be \$590,341. These transfers will all be effective in the current Fiscal Year 2016-17.

STRATEGIC PRIORITIES

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

Goal 3. 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.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

FINANCIAL IMPACT

There is no impact to the City's General Fund. All costs associated with these agreements will be charged to the LMDs per the attached budget adjustments (Attachment E & F).

Transfers from LMD #46 to LMD #39 for shared park maintenance cost (Attachment E) is summarized as follows:

Agreements and Appropriation for Various Assessment Districts

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District	Fund/Account	Account Description	Est. Fund Balance (unaudited) 6/30/16	Amount
LMD #39 El Sueno/Promesa	160-1001-711-7917	Operating Transfer In	\$552,072	\$61,125
LMD #39 DR Horton	161-1001-711-7917	Operating Transfer In	\$35,045	\$22,197
LMD # 46 Daily Ranch	170-8003-808-8714	Transfer Out	\$673,663	(\$83,322)
			Net Impact	\$0

Transfers funds from Fund 160 (LMD #39 El Sueno/Promesa) to Fund 161 (LMD #39 DR Horton) (Attachment E) to reconcile surplus fund balances is summarized as follows:

District	Fund/Account	Account Description	Est. Fund Balance (unaudited) 6/30/16	Amount
LMD #39 El Sueno/Promesa	160-1001-808-8714	Transfer to Assess. Districts	\$552,072	(\$148,505)
LMD #39 DR Horton	161-1001-711-7917	Operating Transfer In	\$35,045	\$148,505
			Net Impact	\$0

A budget appropriation in the amount of \$363,528 for various projects exceeding the current Fiscal Year 16/17 adopted budget is summarized as follows (Attachment F):

District	Fund/Account	Account Description	Est. Fund Balance (unaudited) 6/30/16	Amount
LMD # 33 El Paseo	154-5702-804-8229	Prof Srvc-Special Proj	\$132,237	(\$30,800)
LMD # 38 Aldea Del Mar	159-5702-804-8229	Prof Srvc-Special Proj	\$302,754	(\$69,814)
LMD # 39 El Sueno/Promesa	160-5702-804-8229	Prof Srvc-Special Proj	\$552,072	(\$12,636)
LMD #39 DR Horton	161-5702-804-8229	Prof Srvc-Special Proj	\$35,045	(\$4,589)
LMD # 40 Cantada	162-5702-804-8229	Prof Srvc-Special Proj	\$447,368	(\$59,303)
LMD # 42 Cantabria	164-5702-804-8229	Prof Srvc-Special Proj	\$1,124,938	(\$8,000)
LMD # 49 Cameron Ranch	170-8006-899-8229	Prof Srvc-Special Proj	\$77,666	(\$13,275)

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LMD # 51 Pfeiler	170-8008-899-8229	Prof Srvc-Special Proj	\$539,822	(\$11,111)
LMD #54 Meadow Crest	170-8012-899-8229	Prof Srvc-Special Proj	\$59,634	(\$2,000)
LMD #55 Wingfield West	170-8013-899-8229	Prof Srvc-Special Proj	\$72,215	(\$2,000)
CFD 4 Seabridge	173-5702-805-8209	Svcs-Other Prof/Contract	\$2,791,268	(\$75,000)
CFD 2 Westport	175-5702-805-8209	Svcs-Other Prof/Contract	\$1,716,957	(\$75,000)
			Net Impact	(\$363,528)

ATTACHMENTS:

Attachment A - Agreement No. A-7926

Attachment B - Agreement No. A-7930

Attachment C - Agreement No. A-7931

Attachment D - Agreement No. 7680-16-PW

Attachment F - Budget Adjustment for Expenditures

Attachment E - Budget Adjustment for Transfers

ATTACHMENT A

Agreement: A-7926

AGREEMENT FOR PUBLIC PROJECT OF \$25,000.01-\$100,000.00

This Agreement for a Public Project ("Agreement") is entered into in Ventura County, California, on the 13 of December, 2016 ("Effective Date"). This Agreement is entered by and between the City of Oxnard ("City") and Fenceworks, Inc., which has the California Contractor License No. 299964, with regard to the public project herein, subject to the following terms and conditions:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner as described in the Scope of Work and Schedule of Services, which is attached hereto as Exhibit A and incorporated herein by this reference ("Project"). Contractor guarantees that it has already reviewed all plans and specifications and reported any errors and omissions Contractor noted to City. All work shall be performed in accordance with the 2015 edition of the Standard Specifications for Public Works Construction and its 2016 Supplement ("Greenbook"), which is incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.

2. Extra Work. Extra work, when ordered in writing by City and accepted by Contractor, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and City. All extra work shall be adjusted daily upon report sheet furnished by Contractor, prepared by City, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done. All provisions of this Agreement shall apply to the extra work.

3. Term. This Agreement shall begin on the Effective Date and shall end on June 30, 2017. Time is of the essence in this Agreement.

4. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. No extension of time will be granted for delay caused by shortage of materials, labor or equipment unless Contractor furnishes to City documentary proof that Contractor has diligently made reasonable and timely efforts to obtain such materials, labor or equipment from all known sources. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice. Contractor shall not be responsible for the cost of repairing or restoring damage to the work pursuant to the Services, which damage is determined to have been proximately caused by an act of God, as defined in Public Contract Code Section 7105, in excess of 5% of the Total

Agreement: A-7926

Agreement Amount, as defined below, provided that the work damaged is built in accordance with accepted and applicable building standards and City's plans and specifications.

5. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of \$30,799.60 ("Total Agreement Amount"), in accordance with the prices as submitted in Contractor's Bid, attached hereto as Exhibit B and incorporated herein by this reference.

6. Payments. Contractor shall submit a payment request to City by the end of each calendar month listing the services provided on the Project, costs of those services, and total amount due for the month. City shall make payments within 30 days after receipt of Contractor's undisputed and properly submitted payment request. If City fails to make any such payment within such time, City shall pay interest to Contractor equivalent to the legal rate set forth in Code of Civil Procedure Section 685.010(a). City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than 7 days after receipt, and shall explain in writing the reasons why the payment request is not proper. By accepting payment of undisputed amounts, Contractor releases all claims against City arising by virtue of the Agreement related to those amounts; any disputed Agreement claims in stated amounts are excluded from the operation of this release.

7. Retention. If this Agreement is for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement of any kind which will exceed in cost a total of \$5,000, City shall withhold 5% of the Total Agreement Amount until final completion and acceptance of the Project.

8. Substitute Securities. In accordance with Public Contract Code Section 22300, Contractor may submit a written request that it be permitted to substitute securities in lieu of having retention withheld by City from progress payments when such payments become due or, in the alternative, Contractor may request that City make payments of earned retentions directly to an agreed upon designated escrow agent at Contractor's expense.

9. Audit. City or its representative shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Contractor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Contractor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Contractor shall include a copy of this Section in all contracts with its subcontractors, and Contractor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

10. Liquidated Damages. Contractor may commence Work on the Project 7 calendar days after the City issues the Notice to Proceed, and Contractor must complete the Project 30 calendar days thereafter ("Completion Date"). Failure of Contractor to complete the Work by this date

will result in damages being sustained by City and its constituents, including in some cases impairing other contracts that rely on the Completion Date. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each calendar day beyond the Completion Date, unless such delay is excused under Section 4 of this Agreement or unless City provided a written time extension, Contractor shall pay to City, or City may withhold from monies due to Contractor, \$100 per calendar day that the work remains incomplete. Execution of the Agreement shall constitute agreement by City and Contractor that this amount is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Project within the allotted time. Such sum shall not be construed as a penalty. The Project shall be deemed to be completed when the same has been actually completed in accordance with the plans and specifications therefor and to the satisfaction of City. The Project must be accepted or certified by City in writing.

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes but is not limited to disputed time extensions, requests and prices for changes, damages, tort claims and any other amount the payment of which is disputed by the City. The disputed work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. All claims arising out of or related to the Agreement or these services, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* (“Article 1.5”) regarding the resolution of public works claims of \$375,000 or less. This Agreement hereby incorporates those provisions as though fully set forth herein.

12. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, by giving written notice to Contractor, specifying the effective date of termination. Unless City asserts that Contractor has breached the Agreement, City shall pay Contractor for all services satisfactorily rendered—as determined by City—before the date of termination, and such payment shall be in full satisfaction of all services rendered hereunder. If City pays for any materials, City shall be entitled to the title and possession of such materials.

13. Hold Harmless, Defense and Indemnity.

a. To the maximum extent permitted by law, Contractor shall, at its sole cost, expense and risk, defend with competent counsel approved by the City Attorney, indemnify, and hold harmless City, its elected and appointed officials, officers, employees, volunteers, agents, successors and assigns (collectively “Indemnitees”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of Contractor or any of its officers, employees, volunteers, agents,

subcontractors, material suppliers or any of their officers, employees or agents, arising out of, incident to, related to, in connection with or resulting from the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection with any of these requirements or in enforcing this provision.

b. Nothing herein shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that this Agreement is subject to Civil Code Section 2782(a) or City's active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by written agreement between the parties or by the findings of a court of competent jurisdiction.

c. Indemnitees do not and shall not waive any rights that they may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

d. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

e. The provisions of this Section shall survive the term and termination of the Agreement, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law.

14. Insurance. Contractor shall obtain and maintain during the performance of any services under this Agreement the required insurance coverages listed in Exhibit C, which is attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Contractor obtain and maintain such insurance coverages. Contractor shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in Exhibit C. Maintenance of insurance coverages by Contractor is a material element of this Agreement. Contractor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this Agreement.

15. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. Hazardous Materials and Materially Differing Conditions. If this Project involves trenching more than 4 feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City in writing, of any: (a) Material that Contractor believes may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to Contractor before signing this Agreement; and/or (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. City shall promptly investigate the conditions, and if it finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Project, City shall issue a change order. In the event that a dispute arises between City and Contractor regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Project, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and City.

17. Protection of Life and Limb. If this Agreement is for the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are 5 feet or deeper, Contractor must submit to City before beginning any work on the Project adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

18. Main and Trunkline Utilities. City assumes the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located at the Project site if such utilities were not identified in the plans and specifications, other than existing service laterals or appurtenances whenever the presence of such utilities at the Project site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Project site. City shall compensate Contractor for: the costs of locating; repairing damage not due to Contractor's failure to exercise reasonable care; removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy; and equipment necessarily idled during such work. If liquidated damages are required

by this Agreement, Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of City or the utility owner to provide for removal or relocation of such utility facilities. While performing the Agreement, if Contractor discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and utility in writing.

19. Locating Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished as to existing conditions is not guaranteed by City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting Underground Service Alert of Southern California and other private underground locating firms, utilizing specialized locating equipment and/or hand trenching.

20. License and Permits. Before providing services under this Agreement, Contractor shall obtain all required licenses and permits, including a City business tax certificate. Contractor guarantees and warrants that it currently has, and shall retain in active status for the duration of the term of this Agreement, a Classification C13 California contractor's license.

21. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations at Contractor wishes except as expressly provided in this Agreement. Contractor and its employees and agents shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

22. Prevailing Wages. This Project is a "public work," as defined in Labor Code Sections 1720 through 1861, to which Labor Code Section 1771 applies. In providing services under the Agreement, Contractor shall comply with all applicable laws, ordinances and regulations, including but not limited to those listed in Exhibit D, which is attached hereto and incorporated herein by this reference.

23. Workers' Compensation. In accordance with the provisions of Labor Code Sections 1860 and 1861, by signing this Agreement, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this [Agreement].”

Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers’ compensation laws.

24. Subcontracting. Contractor shall adhere to all provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 *et seq.*, which is incorporated herein by this reference.

25. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, gender identity, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates.

26. Compliance with Laws. Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to the Agreement.

27. Bonds. Contractor has obtained and submitted both Payment and Performance Bonds—each in the amount of 100% of the Total Agreement Amount—to the City’s Finance Director or his or her designee in accordance with Greenbook Section 2-4. Before Project acceptance, the Contractor shall extend the Performance Bond or submit a one-year Warranty Bond—in the amount of 100% of the Total Agreement Amount—to the City’s Finance Director or his or her designee. Bonds must be on forms provided by the City. Forms provided by the Surety shall not be accepted unless they meet all of the City’s requirements, including the requirement that the Bond limit be automatically increased if the Agreement amount is increased after execution of the Contract, and the City Attorney at his or her discretion approves the Surety’s form.

28. Trade Names or Equals. Where a trade name product is required, Contractor may supply that trade name item or may submit to the City in writing a proposed equivalent, together with all documentation necessary for the City Engineer to determine equivalence, within seven 7 days of the Effective Date. If the Contractor requests to substitute an equivalent item for a trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. The City Engineer will determine in writing whether the proposed product is equivalent to that specified in accordance with Public Contract Code Section 3400.

29. Contractor’s Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against

Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

30. Fictitious Name. If Contractor has a fictitious name, Contractor shall submit to the City a currently effective Fictitious Business Name Statement approved by any California county by the time Contractor signs this Agreement. If at any time during the term of this Agreement, including any term amendment or any utilized optional term addition, that Fictitious Business Name Statement expires, Contractor shall submit to the City a new Fictitious Business Name Statement approved by any California county before the prior Fictitious Business Name Statement expires.

31. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of the Agreement or within twelve (12) months after City's written acceptance, which shall occur after all requirements of this Agreement have been fulfilled to the satisfaction of City, that is or may likely make Contractor or City official "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to the Agreement.

32. Third-Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

33. Non-Assignability. Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

34. Applicable Law and Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

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

37. Integration and Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Contractor regarding the subject matter described herein. This Agreement supersedes all

Agreement: A-7926

prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

38. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the whole or a portion of the Agreement.

39. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

40. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the following addresses or at such other address as one party may notify the other in writing.

IF TO CONTRACTOR:

Fenceworks, Inc.
891 Corporation Street
Santa Paula, CA 93060
Attn: Jerry Kay
Phone: (805) 933-5422
Fax: (805) 933-4521

IF TO CITY:

City of Oxnard City Hall
Finance Department—2nd Floor
300 W. Third Street
Oxnard, CA 93030
Attn: Sandra Burkhardt,
Special Districts Administrator
Phone: (805) 385-7578
Fax: (805) 385-7495

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by fax, email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

42. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

Agreement: A-7926

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the Effective Date.

CITY OF OXNARD

FENCEWORKS, INC.

Greg Nyhoff, City Manager

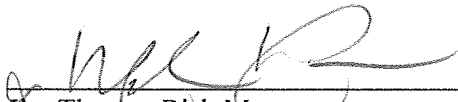
Jason Ostrander, President/CEO

APPROVED AS TO FORM:

Jerry Kay, Executive VP

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:



Jim Throop, Risk Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Public Works Director

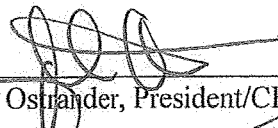
Sandra Burkhart, Special District Admin

Agreement: A-7926

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the Effective Date.

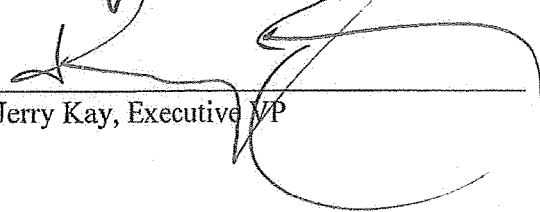
CITY OF OXNARD

FENCEWORKS, INC.

Greg Nyhoff, City Manager

Jason Ostrander, President/CEO

APPROVED AS TO FORM:



Jerry Kay, Executive VP

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Jim Throop, Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

Sandra Burkhardt, Special District Admin

Agreement: A-7926

EXHIBIT A SCOPE OF WORK

Replacement of deteriorated detention basin fence located between Paseo Margarita and Paseo Nogales in Landscape Maintenance District 33 El Paseo.

- Remove and haul away approximately 536 linear feet of existing iron fencing and gate.
- Install approximately 536 linear fee of 6' high 2-rail black Majestic Montage Plus Ameristar Fencing or equal*.
- Install one (1) 10' wide x 6' high double drive style gate to match fencing. Posts are 2 ½" sq. 14 ga. set in approximately 24" in cement. Panels have 1 7/16" wide x 1 1/2" high x 91.95" length x 14 ga. ribbed channel. Montage Plus pickets are—or equal* pickets shall be—¾" sq. x 14 ga. Panels are attached to posts with brackets.
- All haul away and disposal of materials is at the expense of the contractor

The work to be done consists of furnishing all materials, equipment, supplies and services, and performing all labor required to complete the proposed improvements and appurtenant work. Work areas in urbanized sections of the City may require careful planning on Contractor's part.

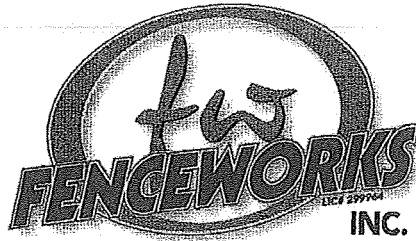
* The term "or equal" is used as required by Public Contract Code Section 3400 and a proposed equivalent may only be used in accordance with that Section and with Section 28 of this Agreement.

Agreement: A-7926

**EXHIBIT B
CONTRACTOR'S BID**

Proposal * Contract

CORPORATE OFFICE
870 N Main St
Riverside, CA 92501
951.788.5620
Fax 951.788.5649

**All Types of Fencing
Quotation**

Quote: 10400
Date: Oct 24, 2016

2861 La Cresta Ave
Anaheim, CA 92806
714.238.0091
Fax 714.238.0096

707 Industrial Park Dr.
Manteca, CA 95337
209.239.1282
Fax 209.823.8965

35656 N Sierra Hwy
Palmdale, CA 93560
881.286.0082
Fax 661.266.0179

891 Corporation St
Santa Paula, CA 93060
805.933.4522
Fax 805.933.4521

186 Quantico Avenue
Bakersfield, CA 93307
661.325.2800
Fax 661.325.2810

8837 Power Inn Road
Sacramento, CA 95828
916.383.2853
Fax 916.383.2854

1250 N Backer Avenue
Fresno, CA 93703
559.454.1712
Fax 559.454.1713

Quoted to: CITY OF OXNARD
1060 PACIFIC AVENUE #3
OXNARD, CA 93030

Phone: (805) 385-7950
Fax: (805) 385-7962
Job: DISTRICT 33
OXNARD, CA

Page: 1

"Proud Member of the US Department of Homeland Security E-Verify program"

Customer ID	Terms	Salesman	
CITY161OXNARD	Valid for 5 Days/NET 15 DAYS	SPBURM	
Quantity	Description	Unit Price	Extension
536.00	REMOVE EXISTING WROUGHT IRON	8.85	4,743.60
536.00	INSTALL NEW 6' HIGH 2-RAIL BLACK MAJESTIC MONTAGE PLUS AMERISTAR FENCING WITH 2 1/2" POSTS	43.50	23,316.00
1.00	EA: 10' X 6' DOUBLE DRIVE GATES TO MATCH	2,740.00	2,740.00

FENCEWORKS INC MUST HAVE PROPER BILLABLE PAPERWORK PRIOR TO WORK BEING STARTED. THANK YOU!

NOTE FOLLOWING CONDITIONS: PENDING CREDIT APPROVAL. PRICE INCLUDES ALL LABOR, MATERIAL, TAXES, ETC. NECESSARY TO COMPLETE JO
FIELD MEASURED UPON COMPLETION AND BILLED TO AGREED PRICES. ALL GATES ARE RILLED AT CONTRACT PRICE PLUS FOOTAGE. PRICING DOI
NOT INCLUDE ANY OCIP/WRAP INSURANCE PROGRAMS. LUMBER PRODUCTS ARE NOMINAL SIZES SET BY THE MFRS. WORK MUST BE
COMMENCED WITHIN 30 DAYS OF ACCEPTANCE. WE ARE A NON-UNION SHOP. PRICES SUBJECT TO CHANGE DUE TO ALTERNATIVE DIGGING
REQUIREMENTS AFTER DIG ALERT. CORE DRILLING NOT INCLUDED UNLESS NOTED ABOVE.

ACCEPTANCE OF PROPOSAL Signature _____ Date _____ **Total: 30,799.60**
AUTHORIZED SIGNATURE Mark Burdick **MARK BURDICK**

*In the event that either party becomes involved in litigation, arbitration or any other alternate dispute resolution arising out of or relating to this contract or the performance of it, the court or tribunal in such arbitration or litigation shall award reasonable fees and costs incurred to the prevailing party including attorneys fees, expert witness fees, court costs and other costs arising out of or relating to resolution of the dispute.

**Payment to be made as follows: All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All property markers must be visible at the start of construction or otherwise we do not assume any responsibility whatsoever for any fences in their wrong location.

***Notice: "Under the Mechanics' Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

Form #1017 Rev. 6/12 Cobb's Printing (909) 795-2318

EXHIBIT C
INS-D



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
11/18/2016

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Fenceworks, Inc. 891 Corporation St. Santa Paula CA 93060 USA	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Old Republic General Ins Corp</td> <td>24139 A</td> </tr> <tr> <td>INSURER B: Great American Assurance Company</td> <td>26344 A</td> </tr> <tr> <td>INSURER C: Houston Casualty Company</td> <td>42374 A</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Old Republic General Ins Corp	24139 A	INSURER B: Great American Assurance Company	26344 A	INSURER C: Houston Casualty Company	42374 A	INSURER D:		INSURER E:		INSURER F:	
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INSURER B: Great American Assurance Company	26344 A														
INSURER C: Houston Casualty Company	42374 A														
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier : ABCMNPRS

COVERAGES
CERTIFICATE NUMBER: 570064469921

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLP4100339	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A1CA08371602	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION			H16XC5015004	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A1CW08371602	07/01/2016	07/01/2017	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570064469921

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: LMD 33 El Pasea, LMD 38 Aldea Del Mar, LMD 40 Cantada. City of Oxnard, its City Council, officers, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of Oxnard, its City Council, officers, employees, and volunteers in accordance with the policy provisions of the Workers Compensation policy. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in

CERTIFICATE HOLDER
CANCELLATION

City of Oxnard Attn: Sandra Burkhart 300 West Third Street, Suite 302 Oxnard CA 93030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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ACORD 25 (2016/03)

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LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Fenceworks, Inc.	
POLICY NUMBER See Certificate Number: 570064469921			
CARRIER See Certificate Number: 570064469921	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Additional Description of Operations / Locations / Vehicles:

accordance with the policy provisions of each policy.

Policy No.: GLP 4100339

CG 20 33
(Ed. 07 04)**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC
STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured.

A person's or organization's status as an Additional Insured under this endorsement ends when your operations for that Additional Insured are completed.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," or "property damage" occurring after:
 - a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy No.: GLP 4100339

CG 20 37
(Ed. 07 04)**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**Schedule****Name of Additional Insured
Person(s) or Organization(s):****Location and Description of Completed Operations:**

Any person or organization that "you" and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on "your" policy, but only for "your work" performed during this policy period.

"Your work" performed during this policy period.

Additional Premium: Included

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

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

Policy No.: GLP 4100339

GAC 3649CG
(Ed. 11/06)**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****PRIMARY NON-CONTRIBUTORY INSURANCE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance is primary to any other insurance held by third parties with respect to work performed by you under written contractual agreements with such third parties and any other insurance which may be available to such third parties shall be non-contributory.

GAC 3649CG (Ed. 11/06) XS

POLICY NUMBER: A1-CA-08371602

COMMERCIAL AUTO
CA 20 48 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/01/2016	Countersigned By: (Authorized Representative)
Named Insured: FENCEWORKS, INC.	

SCHEDULE

Name of Person(s) or Organization(s): Where Required by Written Contract
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name of Person(s) or Organization(s) :

WHERE REQUIRED BY WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

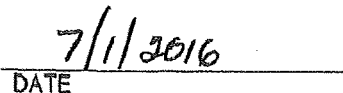
Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

If the person or organization shown in the schedule qualifies as an 'insured' for Liability Coverage, and they have coverage as a first named insured under another policy, this policy is primary to and non-contributory with that other insurance.

All other terms, conditions, and exclusions apply.

Named Insured	FENCEWORKS, INC.		
Policy Number	A1-CA-08371802	Endorsement No.	000
Policy Period	07/01/2016 to 07/01/2017	Endorsement Effective Date:	07/01/2016
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		


AUTHORIZED REPRESENTATIVE


DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

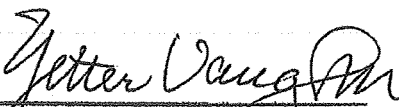
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00.

Named Insured	FENCEWORKS, INC.		
Policy Number	A1-CW-08371602	Endorsement No.	
Policy Period	07/01/2016 to 07/01/2017	Endorsement Effective Date:	July 1, 2016
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:			


AUTHORIZED REPRESENTATIVE

7/1/2016
DATE

WC 99 03 15 (09/06)

EXHIBIT D
PREVAILING WAGE

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in

excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall hold harmless, defend (at Contractor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

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

The undersigned declares:

I am the Exec VP of FENCEWORKS, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11-22-16 [date], at Santa Paula [city], CA [state].

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

This form must be notarized. Please see form on next page.

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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

State of California

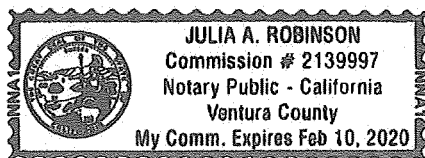
County of Ventura

On 11.22.16 before me, Julia A. Robinson, Notary Public
(here insert name and title of the officer), personally appeared

Jason Ostrander, Jerry Kay
_____, who proved to me on

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

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



WITNESS my hand and official seal.

Julia A. Robinson
Signature of Notary Public

[NOTARIAL SEAL]

My commission expires: Feb 10, 2020

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%) ¹
N/A					

¹ The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Nov 23, 2016 2:36:04 PM PST

File Edit Commands Help

SECTOR

navLine

154-0000-101.01-00

- ☒ Account miscellaneous
- ☒ Transactions
- ☒ Detail by date
- ☒ Detail by code
- ☒ Detail by year & p
- ☒ Pending by date
- ☒ Pending by code
- ☒ Pending by year
- ☒ Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2016

2018

Account activi...

Pending trans...

Images

Account information

CURRENT ASSETS / CASH WITH TREASURER

Fiscal year: 2017 Dr.

Opening balance: 122,861.69

Debits: .00

Credits: 1,682.82

Balance: 121,178.87

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 July	130,458.49	130,458.49
02 August	1,049.97-	129,408.52
03 September	3,554.97-	125,853.55
04 October	2,991.86-	122,861.69
05 November	1,682.82-	121,178.87

Payment information

Vendor	(* indicates pending)	Total
--------	-----------------------	-------

Segment/Balance Details

Fund 154 LND #33-RIO DEL SOL

Department 00

Division 00

Activity basic 10 ASSETS

Sub activity 1 CURRENT ASSETS

Element 01 CASH WITH TREASURER

Object 00

	Debits	Credits	Account Balance
Opening Balance			122,861.69
Current	.00	1,682.82	
Unposted	.00	.00	
Total	.00	1,682.82	121,178.87

ATTACHMENT B

Agreement: A-7930

AGREEMENT FOR PUBLIC PROJECT OF \$25,000.01-\$100,000.00

This Agreement for a Public Project ("Agreement") is entered into in Ventura County, California, on the 13 of December, 2016 ("Effective Date"). This Agreement is entered by and between the City of Oxnard ("City") and Fenceworks, Inc., which has the California Contractor License No. 299964, with regard to the public project herein, subject to the following terms and conditions:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner as described in the Scope of Work and Schedule of Services, which is attached hereto as Exhibit A and incorporated herein by this reference ("Project"). Contractor guarantees that it has already reviewed all plans and specifications and reported any errors and omissions Contractor noted to City. All work shall be performed in accordance with the 2015 edition of the Standard Specifications for Public Works Construction and its 2016 Supplement ("Greenbook"), which is incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.

2. Extra Work. Extra work, when ordered in writing by City and accepted by Contractor, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and City. All extra work shall be adjusted daily upon report sheet furnished by Contractor, prepared by City, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done. All provisions of this Agreement shall apply to the extra work.

3. Term. This Agreement shall begin on the Effective Date and shall end on June 30, 2017. Time is of the essence in this Agreement.

4. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. No extension of time will be granted for delay caused by shortage of materials, labor or equipment unless Contractor furnishes to City documentary proof that Contractor has diligently made reasonable and timely efforts to obtain such materials, labor or equipment from all known sources. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice. Contractor shall not be responsible for the cost of repairing or restoring damage to the work pursuant to the Services, which damage is determined to have been proximately caused by an act of God, as defined in Public Contract Code Section 7105, in excess of 5% of the Total

Agreement: A-7930

Agreement Amount, as defined below, provided that the work damaged is built in accordance with accepted and applicable building standards and City's plans and specifications.

5. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of \$60,064.30 ("Total Agreement Amount"), in accordance with the prices as submitted in Contractor's Bid, attached hereto as Exhibit B and incorporated herein by this reference.

6. Payments. Contractor shall submit a payment request to City by the end of each calendar month listing the services provided on the Project, costs of those services, and total amount due for the month. City shall make payments within 30 days after receipt of Contractor's undisputed and properly submitted payment request. If City fails to make any such payment within such time, City shall pay interest to Contractor equivalent to the legal rate set forth in Code of Civil Procedure Section 685.010(a). City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than 7 days after receipt, and shall explain in writing the reasons why the payment request is not proper. By accepting payment of undisputed amounts, Contractor releases all claims against City arising by virtue of the Agreement related to those amounts; any disputed Agreement claims in stated amounts are excluded from the operation of this release.

7. Retention. If this Agreement is for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement of any kind which will exceed in cost a total of \$5,000, City shall withhold 5% of the Total Agreement Amount until final completion and acceptance of the Project.

8. Substitute Securities. In accordance with Public Contract Code Section 22300, Contractor may submit a written request that it be permitted to substitute securities in lieu of having retention withheld by City from progress payments when such payments become due or, in the alternative, Contractor may request that City make payments of earned retentions directly to an agreed upon designated escrow agent at Contractor's expense.

9. Audit. City or its representative shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Contractor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Contractor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Contractor shall include a copy of this Section in all contracts with its subcontractors, and Contractor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

10. Liquidated Damages. Contractor may commence Work on the Project 7 calendar days after the City issues the Notice to Proceed, and Contractor must complete the Project 30 calendar days thereafter ("Completion Date"). Failure of Contractor to complete the Work by this date

will result in damages being sustained by City and its constituents, including in some cases impairing other contracts that rely on the Completion Date. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each calendar day beyond the Completion Date, unless such delay is excused under Section 4 of this Agreement or unless City provided a written time extension, Contractor shall pay to City, or City may withhold from monies due to Contractor, \$100 per calendar day that the work remains incomplete. Execution of the Agreement shall constitute agreement by City and Contractor that this amount is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Project within the allotted time. Such sum shall not be construed as a penalty. The Project shall be deemed to be completed when the same has been actually completed in accordance with the plans and specifications therefor and to the satisfaction of City. The Project must be accepted or certified by City in writing.

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes but is not limited to disputed time extensions, requests and prices for changes, damages, tort claims and any other amount the payment of which is disputed by the City. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. All claims arising out of or related to the Agreement or these services, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* ("Article 1.5") regarding the resolution of public works claims of \$375,000 or less. This Agreement hereby incorporates those provisions as though fully set forth herein.

12. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, by giving written notice to Contractor, specifying the effective date of termination. Unless City asserts that Contractor has breached the Agreement, City shall pay Contractor for all services satisfactorily rendered—as determined by City—before the date of termination, and such payment shall be in full satisfaction of all services rendered hereunder. If City pays for any materials, City shall be entitled to the title and possession of such materials.

13. Hold Harmless, Defense and Indemnity.

a. To the maximum extent permitted by law, Contractor shall, at its sole cost, expense and risk, defend with competent counsel approved by the City Attorney, indemnify, and hold harmless City, its elected and appointed officials, officers, employees, volunteers, agents, successors and assigns (collectively "Indemnitees") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of Contractor or any of its officers, employees, volunteers, agents,

subcontractors, material suppliers or any of their officers, employees or agents, arising out of, incident to, related to, in connection with or resulting from the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitee. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection with any of these requirements or in enforcing this provision.

b. Nothing herein shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that this Agreement is subject to Civil Code Section 2782(a) or City's active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by written agreement between the parties or by the findings of a court of competent jurisdiction.

c. Indemnitees do not and shall not waive any rights that they may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

d. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

e. The provisions of this Section shall survive the term and termination of the Agreement, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law.

14. Insurance. Contractor shall obtain and maintain during the performance of any services under this Agreement the required insurance coverages listed in Exhibit C, which is attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Contractor obtain and maintain such insurance coverages. Contractor shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in Exhibit C. Maintenance of insurance coverages by Contractor is a material element of this Agreement. Contractor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this Agreement.

15. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. Hazardous Materials and Materially Differing Conditions. If this Project involves trenching more than 4 feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City in writing, of any: (a) Material that Contractor believes may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to Contractor before signing this Agreement; and/or (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. City shall promptly investigate the conditions, and if it finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Project, City shall issue a change order. In the event that a dispute arises between City and Contractor regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Project, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and City.

17. Protection of Life and Limb. If this Agreement is for the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are 5 feet or deeper, Contractor must submit to City before beginning any work on the Project adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

18. Main and Trunkline Utilities. City assumes the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located at the Project site if such utilities were not identified in the plans and specifications, other than existing service laterals or appurtenances whenever the presence of such utilities at the Project site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Project site. City shall compensate Contractor for: the costs of locating; repairing damage not due to Contractor's failure to exercise reasonable care; removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy; and equipment necessarily idled during such work. If liquidated damages are required

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by this Agreement, Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of City or the utility owner to provide for removal or relocation of such utility facilities. While performing the Agreement, if Contractor discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and utility in writing.

19. Locating Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished as to existing conditions is not guaranteed by City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting Underground Service Alert of Southern California and other private underground locating firms, utilizing specialized locating equipment and/or hand trenching.

20. License and Permits. Before providing services under this Agreement, Contractor shall obtain all required licenses and permits, including a City business tax certificate. Contractor guarantees and warrants that it currently has, and shall retain in active status for the duration of the term of this Agreement, a Classification C13 California contractor's license.

21. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations at Contractor wishes except as expressly provided in this Agreement. Contractor and its employees and agents shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

22. Prevailing Wages. This Project is a "public work," as defined in Labor Code Sections 1720 through 1861, to which Labor Code Section 1771 applies. In providing services under the Agreement, Contractor shall comply with all applicable laws, ordinances and regulations, including but not limited to those listed in Exhibit D, which is attached hereto and incorporated herein by this reference.

23. Workers' Compensation. In accordance with the provisions of Labor Code Sections 1860 and 1861, by signing this Agreement, Contractor certifies as follows:

Agreement: A-7930

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this [Agreement]."

Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws.

24. Subcontracting. Contractor shall adhere to all provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 *et seq.*, which is incorporated herein by this reference.

25. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, gender identity, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates.

26. Compliance with Laws. Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to the Agreement.

27. Bonds. Contractor has obtained and submitted both Payment and Performance Bonds—each in the amount of 100% of the Total Agreement Amount—to the City's Finance Director or his or her designee in accordance with Greenbook Section 2-4. Before Project acceptance, the Contractor shall extend the Performance Bond or submit a one-year Warranty Bond—in the amount of 100% of the Total Agreement Amount—to the City's Finance Director or his or her designee. Bonds must be on forms provided by the City. Forms provided by the Surety shall not be accepted unless they meet all of the City's requirements, including the requirement that the Bond limit be automatically increased if the Agreement amount is increased after execution of the Contract, and the City Attorney at his or her discretion approves the Surety's form.

28. Trade Names or Equals. Where a trade name product is required, Contractor may supply that trade name item or may submit to the City in writing a proposed equivalent, together with all documentation necessary for the City Engineer to determine equivalence, within seven 7 days of the Effective Date. If the Contractor requests to substitute an equivalent item for a trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. The City Engineer will determine in writing whether the proposed product is equivalent to that specified in accordance with Public Contract Code Section 3400.

29. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against

Agreement: A-7930

Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

30. Fictitious Name. If Contractor has a fictitious name, Contractor shall submit to the City a currently effective Fictitious Business Name Statement approved by any California county by the time Contractor signs this Agreement. If at any time during the term of this Agreement, including any term amendment or any utilized optional term addition, that Fictitious Business Name Statement expires, Contractor shall submit to the City a new Fictitious Business Name Statement approved by any California county before the prior Fictitious Business Name Statement expires.

31. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of the Agreement or within twelve (12) months after City's written acceptance, which shall occur after all requirements of this Agreement have been fulfilled to the satisfaction of City, that is or may likely make Contractor or City official "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to the Agreement.

32. Third-Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

33. Non-Assignability. Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

34. Applicable Law and Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

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

37. Integration and Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Contractor regarding the subject matter described herein. This Agreement supersedes all

Agreement: A-7930

prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

38. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the whole or a portion of the Agreement.

39. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

40. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the following addresses or at such other address as one party may notify the other in writing.

IF TO CONTRACTOR:

Fenceworks, Inc.
891 Corporation Street
Santa Paula, CA 93060
Attn: Jerry Kay
Phone: (805) 933-5422
Fax: (805) 933-4521

IF TO CITY:

City of Oxnard City Hall
Finance Department—2nd Floor
300 W. Third Street
Oxnard, CA 93030
Attn: Sandra Burkhart,
Special Districts Administrator
Phone: (805) 385-7578
Fax: (805) 385-7495

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by fax, email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

42. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

Agreement: A-7930

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the Effective Date.

CITY OF OXNARD

FENCEWORKS, INC.

Greg Nyhoff, City Manager

Jason Ostrander, President/CEO

APPROVED AS TO FORM:

Jerry Kay, Executive VP

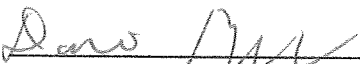
Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:



Jim Throop, Risk Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Public Works Director

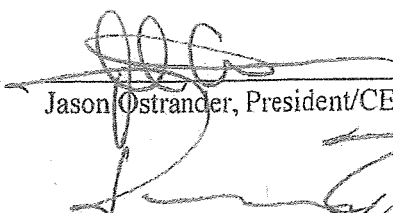
Sandra Burkhart, Special District Admin

Agreement: A-7930

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the Effective Date.

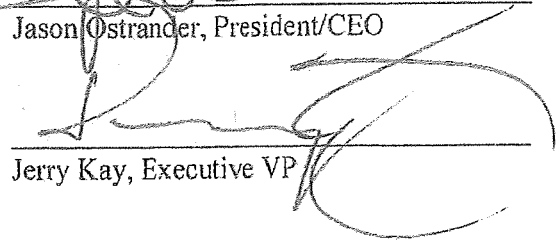
CITY OF OXNARD

FENCEWORKS, INC.

Greg Nyhoff, City Manager

Jason Ostrander, President/CEO

APPROVED AS TO FORM:



Jerry Kay, Executive VP

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Jim Throop, Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

Sandra Burkhardt, Special District Admin

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EXHIBIT A SCOPE OF WORK

Replacement of deteriorated detention basin fence located on Martin Luther King Jr. Drive at Limonero Place and Torero Drive and Util Circle in Landscape Maintenance District 38 Aldea Del Mar.

- Remove and haul away approximately 938 linear feet of existing iron fencing and gate.
- Install approximately 938 linear feet of 6' high 2-rail black Majestic Montage Plus Ameristar Fencing or equal*.
- Install two (2) 8' wide x 6' high and (2) 10' x 6' double drive style gate to match fencing. Posts are 2 1/2" sq. 14 ga. set in approximately 24" in cement. Panels have 1 7/16" wide x 1 1/2" high x 91.95" length x 14 ga. ribbed channel. Montage Plus pickets are—or equal* pickets shall be—3/4" sq. x 14 ga. Panels are attached to posts with brackets.
- All haul away and disposal of materials is at the expense of the contractor

The work to be done consists of furnishing all materials, equipment, supplies and services, and performing all labor required to complete the proposed improvements and appurtenant work. Work areas in urbanized sections of the City may require careful planning on Contractor's part.

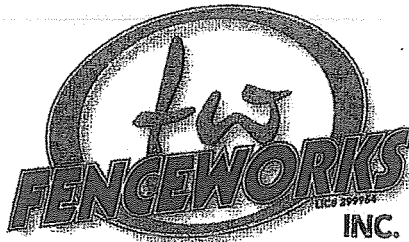
* The term "or equal" is used as required by Public Contract Code Section 3400 and a proposed equivalent may only be used in accordance with that Section and with Section 28 of this Agreement.

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**EXHIBIT B
CONTRACTOR'S BID**

Proposal * Contract**CORPORATE OFFICE**

870 N Main St
Riverside, CA 92501
951.788.5620
Fax 951.788.5649

**All Types of Fencing
Quotation**

Quote: 10401
Date: Oct 24, 2016

2861 La Cresta Ave
Anaheim, CA 92806
714.238.0091
Fax 714.238.0098

707 Industrial Park Dr.
Menlo Park, CA 94025
209.238.1282
Fax 209.823.6985

35666 N Sierra Hwy
Palmdale, CA 93550
661.265.0082
Fax 661.265.0179

891 Corporation St
Santa Paula, CA 93060
805.933.4522
Fax 805.933.4521

188 Quantico Avenue
Bakersfield, CA 93307
661.325.2800
Fax 661.325.2810

6837 Power Inn Road
Sacramento, CA 95629
916.383.2853
Fax 916.383.2854

1250 N Backer Avenue
Fresno, CA 93703
559.454.1712
Fax 559.454.1713

Quoted to: CITY OF OXNARD
1060 PACIFIC AVENUE #3
OXNARD, CA 93030

Phone: (805) 385-7950
Fax: (805) 385-7962
Job: DISTRICT 38
OXNARD, CA

Page: 1

"Proud Member of the US Department of Homeland Security E-Verify program"

Customer ID		Terms	Salesman	
CITY161OXNARD		Valid for 5 Days/NET 15 DAYS	SPBURM	
Quantity	Description	Unit Price	Extension	
938.00	REMOVE EXISTING WROUGHT IRON	8.85	8,301.30	
938.00	INSTALL NEW 6' HIGH 2-RAIL BLACK MAJESTIC MONTAGE PLUS AMERISTAR FENCING WITH 2 1/2" POSTS	43.50	40,803.00	
2.00	EA: 10' X 6' DOUBLE DRIVE GATES TO MATCH	2,740.00	5,480.00	
2.00	EA: 8' X 6 DOUBLE DRIVE GATES TO MATCH	2,740.00	5,480.00	

FENCEWORKS INC MUST HAVE PROPER BILLABLE PAPERWORK PRIOR TO WORK BEING STARTED. THANK YOU!

NOTE FOLLOWING CONDITIONS: PENDING CREDIT APPROVAL. PRICE INCLUDES ALL LABOR, MATERIAL, TAXES, ETC. NECESSARY TO COMPLETE JO
FIELD MEASURED UPON COMPLETION AND BILLED TO AGREED PRICES. ALL GATES ARE BILLED AT CONTRACT PRICE PLUS FOOTAGE. PRICING DOES
NOT INCLUDE ANY COPI/WRAP INSURANCE PROGRAMS. LUMBER PRODUCTS ARE NOMINAL SIZES SET BY THE MFRS. WORK MUST BE
COMMENCED WITHIN 30 DAYS OF ACCEPTANCE. WE ARE A NON-UNION SHOP. PRICES SUBJECT TO CHANGE DUE TO ALTERNATIVE DIGGING
REQUIREMENTS AFTER DIG ALERT. CORE DRILLING NOT INCLUDED UNLESS NOTED ABOVE.

ACCEPTANCE OF PROPOSAL Signature _____ Date _____ Total: 60,064.30
AUTHORIZED SIGNATURE Mark Burdick MARK BURDICK

*In the event that either party becomes involved in litigation, arbitration or any other alternate dispute resolution arising out of or relating to this contract or the performance of it, the court or tribunal in such arbitration or litigation shall award reasonable fees and costs incurred to the prevailing party including attorneys fees, expert witness fees, court costs and other costs arising out of or relating to resolution of the dispute.
**Payment to be made as follows: All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All property markers must be visible at the start of construction or otherwise we do not assume any responsibility whatsoever for any fences in their wrong location.
***Notice: "Under the Mechanics' Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

Form #1017 Rev. 6/12 Cobb's Printing (909) 795-2318

EXHIBIT C
INS-D



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
11/16/2016

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA		CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
INSURED Fenceworks, Inc. 891 Corporation St. Santa Paula CA 93060 USA		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Old Republic General Ins Corp	24139 A
		INSURER B: Great American Assurance Company	26344 AH
		INSURER C: Houston Casualty Company	42374 AH
		INSURER D:	
		INSURER E:	
		INSURER F:	

Holder Identifier : ABCMNP85

COVERAGES
CERTIFICATE NUMBER: 570064469921

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:		GLP4100339	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		A1CA08371602	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB CLAIMS-MADE DED RETENTION		H16XC5015004	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N / A	A1CW08371602	07/01/2016	07/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Re: LMD 33 El Pasea, LMD 38 Aldea Del Mar, LMD 40 Cantada. City of Oxnard, its City Council, officers, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Oxnard, its City Council, officers, employees, and volunteers in accordance with the policy provisions of the Workers Compensation policy. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in

CERTIFICATE HOLDER
CANCELLATION

City of Oxnard Attn: Sandra Burkhart 300 West Third Street, Suite 302 Oxnard CA 93030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Certificate No : 570064469921

AGENCY CUSTOMER ID: 10779062

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Fenceworks, Inc.	
POLICY NUMBER See Certificate Number: 570064469921		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570064469921	NAIC CODE		

ADDITIONAL REMARKS

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

Additional Description of Operations / Locations / Vehicles:

accordance with the policy provisions of each policy.

Policy No.: GLP 4100339

CG 20 33
(Ed. 07 04)**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured.

A person's or organization's status as an Additional Insured under this endorsement ends when your operations for that Additional Insured are completed.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," or "property damage" occurring after:
 - a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project

Policy No.: GLP 4100339

CG 20 37
(Ed. 07 04)**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**Schedule****Name of Additional Insured
Person(s) or Organization(s):****Location and Description of Completed Operations:**

Any person or organization that "you" and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on "your" policy, but only for "your work" performed during this policy period.

"Your work" performed during this policy period.

Additional Premium: Included

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

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

Policy No.: GLP 4100339

GAC 3649CG
(Ed. 11 06)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

This insurance is primary to any other insurance held by third parties with respect to work performed by you under written contractual agreements with such third parties and any other insurance which may be available to such third parties shall be non-contributory.

GAC 3649CG (Ed. 11/06) XS

POLICY NUMBER: A1-CA-08371602

COMMERCIAL AUTO
CA 20 48 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/01/2016	Countersigned By: (Authorized Representative)
Named Insured: FENCEWORKS, INC.	

SCHEDULE

Name of Person(s) or Organization(s): Where Required by Written Contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name of Person(s) or Organization(s) :

WHERE REQUIRED BY WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

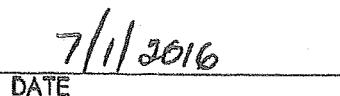
Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

If the person or organization shown in the schedule qualifies as an 'insured' for Liability Coverage, and they have coverage as a first named insured under another policy, this policy is primary to and non-contributory with that other insurance.

All other terms, conditions, and exclusions apply.

Named Insured	FENCEWORKS, INC.		
Policy Number	A1-CA-08371602	Endorsement No.	000
Policy Period	07/01/2016 to 07/01/2017	Endorsement Effective Date:	07/01/2016
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		


AUTHORIZED REPRESENTATIVE


DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us THIRTY (30) days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us TEN (10) days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Named Insured	FENCEWORKS, INC.		
Policy Number	A1-CA-08371602	Endorsement No.	000
Policy Period	07/01/2016 to 07/01/2017	Endorsement Effective Date:	July 1, 2016
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:			


 AUTHORIZED REPRESENTATIVE

7/1/2016
 DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

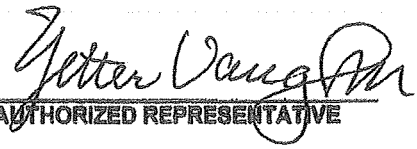
This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

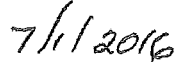
Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00.

Named Insured	FENCEWORKS, INC.		
Policy Number	A1-CW-08371602	Endorsement No.	
Policy Period	07/01/2016 to 07/01/2017	Endorsement Effective Date:	July 1, 2016
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:			


AUTHORIZED REPRESENTATIVE


DATE

WC 99 03 15 (09/06)

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Cancellation or Non-Renewal to Specified Persons or Organizations Endorsement California

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us THIRTY (30) days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us TEN (10) days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Named Insured	FENCEWORKS, INC.		
Policy Number	A1-CW-08371602	Endorsement No.	000
Policy Period	07/01/2016 to 07/01/2017	Endorsement Effective Date:	July 1, 2016
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:			


Authorized Representative

7/1/2016
Date

WC 99 03 73 (01/11

EXHIBIT D PREVAILING WAGE

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in

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

The undersigned declares:

I am the EXEC VP of FENCEWORKS, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11-22-16 [date], at Santa Paula [city], CA [state].

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

This form must be notarized. Please see form on next page.

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid ¹ (e.g., 10%)
N/A					

¹ The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Nov 23, 2016 2:30:22 PM PST

File Edit Commands Help

SECTOR

NavLine

159-0000-101.01-00

Account miscellaneous

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Print

Cancel

Exit

Previous acc...

Next account

2016

2018

Account activi...

Pending trans...

Images

Account information

CURRENT ASSETS / CASH WITH TREASURER

Fiscal year: 2017 Dr

Opening balance: 280,980.93

Debits: .00

Credits: 5,520.77

Balance: 275,460.16

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 July	297,602.03	297,602.03
02 August	3,146.97-	294,455.06
03 September	7,641.19-	286,813.87
04 October	5,832.94-	280,980.93
05 November	5,520.77-	275,460.16

Payment information

Vendor	(* indicates pending)	Total
--------	-----------------------	-------

Segment/Balance Details

Fund 159 LMD #38-ALDEA DEL MAR

Department 00

Division 00

Activity basic 10 ASSETS

Sub activity 1 CURRENT ASSETS

Element 01 CASH WITH TREASURER

Object 00

	Debits	Credits	Account Balance
Opening Balance			280,980.93
Current	.00	5,520.77	
Unposted	.00	.00	
Total	.00	5,520.77	275,460.16

ATTACHMENT C

Agreement: A-7931

AGREEMENT FOR PUBLIC PROJECT OF \$25,000.01-\$100,000.00

This Agreement for a Public Project ("Agreement") is entered into in Ventura County, California, on the 13 of December, 2016 ("Effective Date"). This Agreement is entered by and between the City of Oxnard ("City") and Fenceworks, Inc., which has the California Contractor License No. 299964, with regard to the public project herein, subject to the following terms and conditions:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner as described in the Scope of Work and Schedule of Services, which is attached hereto as Exhibit A and incorporated herein by this reference ("Project"). Contractor guarantees that it has already reviewed all plans and specifications and reported any errors and omissions Contractor noted to City. All work shall be performed in accordance with the 2015 edition of the Standard Specifications for Public Works Construction and its 2016 Supplement ("Greenbook"), which is incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.

2. Extra Work. Extra work, when ordered in writing by City and accepted by Contractor, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and City. All extra work shall be adjusted daily upon report sheet furnished by Contractor, prepared by City, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done. All provisions of this Agreement shall apply to the extra work.

3. Term. This Agreement shall begin on the Effective Date and shall end on June 30, 2017. Time is of the essence in this Agreement.

4. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. No extension of time will be granted for delay caused by shortage of materials, labor or equipment unless Contractor furnishes to City documentary proof that Contractor has diligently made reasonable and timely efforts to obtain such materials, labor or equipment from all known sources. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice. Contractor shall not be responsible for the cost of repairing or restoring damage to the work pursuant to the Services, which damage is determined to have been proximately caused by an act of God, as defined in Public Contract Code Section 7105, in excess of 5% of the Total

Agreement Amount, as defined below, provided that the work damaged is built in accordance with accepted and applicable building standards and City's plans and specifications.

5. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of \$25,302.85 ("Total Agreement Amount"), in accordance with the prices as submitted in Contractor's Bid, attached hereto as Exhibit B and incorporated herein by this reference.

6. Payments. Contractor shall submit a payment request to City by the end of each calendar month listing the services provided on the Project, costs of those services, and total amount due for the month. City shall make payments within 30 days after receipt of Contractor's undisputed and properly submitted payment request. If City fails to make any such payment within such time, City shall pay interest to Contractor equivalent to the legal rate set forth in Code of Civil Procedure Section 685.010(a). City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than 7 days after receipt, and shall explain in writing the reasons why the payment request is not proper. By accepting payment of undisputed amounts, Contractor releases all claims against City arising by virtue of the Agreement related to those amounts; any disputed Agreement claims in stated amounts are excluded from the operation of this release.

7. Retention. If this Agreement is for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement of any kind which will exceed in cost a total of \$5,000, City shall withhold 5% of the Total Agreement Amount until final completion and acceptance of the Project.

8. Substitute Securities. In accordance with Public Contract Code Section 22300, Contractor may submit a written request that it be permitted to substitute securities in lieu of having retention withheld by City from progress payments when such payments become due or, in the alternative, Contractor may request that City make payments of earned retentions directly to an agreed upon designated escrow agent at Contractor's expense.

9. Audit. City or its representative shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Contractor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Contractor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Contractor shall include a copy of this Section in all contracts with its subcontractors, and Contractor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

10. Liquidated Damages. Contractor may commence Work on the Project 7 calendar days after the City issues the Notice to Proceed, and Contractor must complete the Project 30 calendar days thereafter ("Completion Date"). Failure of Contractor to complete the Work by this date

Agreement: A-7931

will result in damages being sustained by City and its constituents, including in some cases impairing other contracts that rely on the Completion Date. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each calendar day beyond the Completion Date, unless such delay is excused under Section 4 of this Agreement or unless City provided a written time extension, Contractor shall pay to City, or City may withhold from monies due to Contractor, \$100 per calendar day that the work remains incomplete. Execution of the Agreement shall constitute agreement by City and Contractor that this amount is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Project within the allotted time. Such sum shall not be construed as a penalty. The Project shall be deemed to be completed when the same has been actually completed in accordance with the plans and specifications therefor and to the satisfaction of City. The Project must be accepted or certified by City in writing.

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes but is not limited to disputed time extensions, requests and prices for changes, damages, tort claims and any other amount the payment of which is disputed by the City. The disputed work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. All claims arising out of or related to the Agreement or these services, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* (“Article 1.5”) regarding the resolution of public works claims of \$375,000 or less. This Agreement hereby incorporates those provisions as though fully set forth herein.

12. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, by giving written notice to Contractor, specifying the effective date of termination. Unless City asserts that Contractor has breached the Agreement, City shall pay Contractor for all services satisfactorily rendered—as determined by City—before the date of termination, and such payment shall be in full satisfaction of all services rendered hereunder. If City pays for any materials, City shall be entitled to the title and possession of such materials.

13. Hold Harmless, Defense and Indemnity.

a. To the maximum extent permitted by law, Contractor shall, at its sole cost, expense and risk, defend with competent counsel approved by the City Attorney, indemnify, and hold harmless City, its elected and appointed officials, officers, employees, volunteers, agents, successors and assigns (collectively “Indemnitees”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of Contractor or any of its officers, employees, volunteers, agents,

subcontractors, material suppliers or any of their officers, employees or agents, arising out of, incident to, related to, in connection with or resulting from the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitees. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection with any of these requirements or in enforcing this provision.

b. Nothing herein shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that this Agreement is subject to Civil Code Section 2782(a) or City's active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by written agreement between the parties or by the findings of a court of competent jurisdiction.

c. Indemnitees do not and shall not waive any rights that they may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

d. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

e. The provisions of this Section shall survive the term and termination of the Agreement, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law.

14. Insurance. Contractor shall obtain and maintain during the performance of any services under this Agreement the required insurance coverages listed in Exhibit C, which is attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Contractor obtain and maintain such insurance coverages. Contractor shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in Exhibit C. Maintenance of insurance coverages by Contractor is a material element of this Agreement. Contractor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this Agreement.

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15. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. Hazardous Materials and Materially Differing Conditions. If this Project involves trenching more than 4 feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City in writing, of any: (a) Material that Contractor believes may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to Contractor before signing this Agreement; and/or (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. City shall promptly investigate the conditions, and if it finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Project, City shall issue a change order. In the event that a dispute arises between City and Contractor regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Project, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and City.

17. Protection of Life and Limb. If this Agreement is for the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are 5 feet or deeper, Contractor must submit to City before beginning any work on the Project adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

18. Main and Trunkline Utilities. City assumes the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located at the Project site if such utilities were not identified in the plans and specifications, other than existing service laterals or appurtenances whenever the presence of such utilities at the Project site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Project site. City shall compensate Contractor for: the costs of locating; repairing damage not due to Contractor's failure to exercise reasonable care; removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy; and equipment necessarily idled during such work. If liquidated damages are required

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by this Agreement, Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of City or the utility owner to provide for removal or relocation of such utility facilities. While performing the Agreement, if Contractor discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and utility in writing.

19. Locating Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished as to existing conditions is not guaranteed by City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting Underground Service Alert of Southern California and other private underground locating firms, utilizing specialized locating equipment and/or hand trenching.

20. License and Permits. Before providing services under this Agreement, Contractor shall obtain all required licenses and permits, including a City business tax certificate. Contractor guarantees and warrants that it currently has, and shall retain in active status for the duration of the term of this Agreement, a Classification C13 California contractor's license.

21. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations at Contractor wishes except as expressly provided in this Agreement. Contractor and its employees and agents shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

22. Prevailing Wages. This Project is a "public work," as defined in Labor Code Sections 1720 through 1861, to which Labor Code Section 1771 applies. In providing services under the Agreement, Contractor shall comply with all applicable laws, ordinances and regulations, including but not limited to those listed in Exhibit D, which is attached hereto and incorporated herein by this reference.

23. Workers' Compensation. In accordance with the provisions of Labor Code Sections 1860 and 1861, by signing this Agreement, Contractor certifies as follows:

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“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this [Agreement].”

Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers’ compensation laws.

24. Subcontracting. Contractor shall adhere to all provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 *et seq.*, which is incorporated herein by this reference.

25. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, gender identity, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates.

26. Compliance with Laws. Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to the Agreement.

27. Bonds. Contractor has obtained and submitted both Payment and Performance Bonds—each in the amount of 100% of the Total Agreement Amount—to the City’s Finance Director or his or her designee in accordance with Greenbook Section 2-4. Before Project acceptance, the Contractor shall extend the Performance Bond or submit a one-year Warranty Bond—in the amount of 100% of the Total Agreement Amount—to the City’s Finance Director or his or her designee. Bonds must be on forms provided by the City. Forms provided by the Surety shall not be accepted unless they meet all of the City’s requirements, including the requirement that the Bond limit be automatically increased if the Agreement amount is increased after execution of the Contract, and the City Attorney at his or her discretion approves the Surety’s form.

28. Trade Names or Equals. Where a trade name product is required, Contractor may supply that trade name item or may submit to the City in writing a proposed equivalent, together with all documentation necessary for the City Engineer to determine equivalence, within seven 7 days of the Effective Date. If the Contractor requests to substitute an equivalent item for a trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. The City Engineer will determine in writing whether the proposed product is equivalent to that specified in accordance with Public Contract Code Section 3400.

29. Contractor’s Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against

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Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

30. Fictitious Name. If Contractor has a fictitious name, Contractor shall submit to the City a currently effective Fictitious Business Name Statement approved by any California county by the time Contractor signs this Agreement. If at any time during the term of this Agreement, including any term amendment or any utilized optional term addition, that Fictitious Business Name Statement expires, Contractor shall submit to the City a new Fictitious Business Name Statement approved by any California county before the prior Fictitious Business Name Statement expires.

31. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of the Agreement or within twelve (12) months after City's written acceptance, which shall occur after all requirements of this Agreement have been fulfilled to the satisfaction of City, that is or may likely make Contractor or City official "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to the Agreement.

32. Third-Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

33. Non-Assignability. Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

34. Applicable Law and Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

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

37. Integration and Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Contractor regarding the subject matter described herein. This Agreement supersedes all

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prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

38. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the whole or a portion of the Agreement.

39. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

40. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the following addresses or at such other address as one party may notify the other in writing.

IF TO CONTRACTOR:

Fenceworks, Inc.
891 Corporation Street
Santa Paula, CA 93060
Attn: Jerry Kay
Phone: (805) 933-5422
Fax: (805) 933-4521

IF TO CITY:

City of Oxnard City Hall
Finance Department—2nd Floor
300 W. Third Street
Oxnard, CA 93030
Attn: Sandra Burkhardt,
Special Districts Administrator
Phone: (805) 385-7578
Fax: (805) 385-7495

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by fax, email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

42. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the Effective Date.

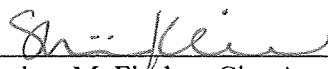
CITY OF OXNARD

FENCEWORKS, INC.

Greg Nyhoff, City Manager

Jason Ostrander, President/CEO

APPROVED AS TO FORM:

Jerry Kay, Executive VP

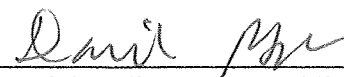
Stephen M. Fischer, City Attorney

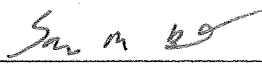
APPROVED AS TO INSURANCE:



Jim Throop, Risk Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Public Works Director

Sandra Burkhart, Special District Admin

Agreement: A-7931

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the Effective Date.

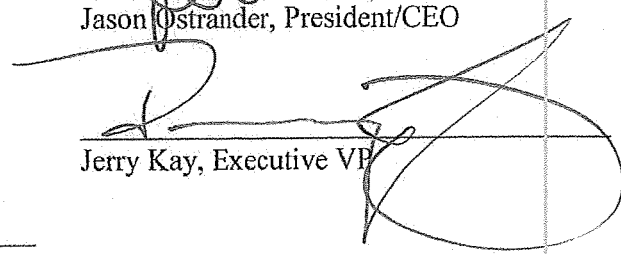
CITY OF OXNARD

FENCEWORKS, INC.

Greg Nyhoff, City Manager

Jason Ostrander, President/CEO

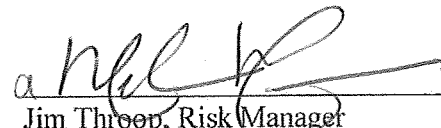
APPROVED AS TO FORM:



Jerry Kay, Executive VP

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:



Jim Throop, Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

Sandra Burkhart, Special District Admin

Agreement: A-7931

EXHIBIT A SCOPE OF WORK

Replacement of deteriorated detention basin fence located along Rose Avenue between Socorro Way and Cesar Chavez Drive in Landscape Maintenance District 40 – Cantada.

- Remove and haul away approximately 431 linear feet of existing iron fencing and gate.
- Install approximately 431 linear feet of 6' high 2-rail black Majestic Montage Plus Ameristar Fencing or equal*.
- Install one (1) double drive style gate to match fencing. Posts are 2 ½" sq. 14 ga. set in approximately 24" in cement. Panels have 1 7/16" wide x 1 1/2" high x 91.95" length x 14 ga. ribbed channel. Montage Plus pickets are—or equal* pickets shall be—¾" sq. x 14 ga. Panels are attached to posts with brackets.
- All haul away and disposal of materials is at the expense of the contractor

The work to be done consists of furnishing all materials, equipment, supplies and services, and performing all labor required to complete the proposed improvements and appurtenant work. Work areas in urbanized sections of the City may require careful planning on Contractor's part.

* The term "or equal" is used as required by Public Contract Code Section 3400 and a proposed equivalent may only be used in accordance with that Section and with Section 28 of this Agreement.

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**EXHIBIT B
CONTRACTOR'S BID**

Proposal * Contract

CORPORATE OFFICE
870 N Main St
Riverside, CA 92501
951.788.5620
Fax 951.788.5649

**All Types of Fencing
Quotation**

Quote: 10402
Date: Oct 24, 2016

2861 La Cresta Ave
Anaheim, CA 92806
714.238.0091
Fax 714.238.0096

707 Industrial Park Dr.
Menlo Park, CA 94025
209.239.1282
Fax 209.823.6985

35656 N Sierra Hwy
Palmdale, CA 93550
661.265.0082
Fax 661.265.0179

891 Corporation St
Santa Paula, CA 93060
805.933.4522
Fax 805.933.4521

186 Quantico Avenue
Bakersfield, CA 93307
661.325.2800
Fax 661.325.2810

6837 Power Inn Road
Sacramento, CA 95828
916.383.2853
Fax 916.383.2854

1250 N Backer Avenue
Fresno, CA 93703
559.454.1712
Fax 559.454.1713

Quoted to: CITY OF OXNARD
1060 PACIFIC AVENUE #3
OXNARD, CA 93030

Phone: (805) 385-7950
Fax: (805) 385-7962
Job: DISTRICT 40
OXNARD, CA

Page: 1

"Proud Member of the US Department of Homeland Security E-Verify program"

Customer ID	Terms	Salesman	
CITY161OXNARD	Valid for 5 Days/NET 15 DAYS	SPBURM	
Quantity	Description	Unit Price	Extension
431.00	REMOVE EXISTING WROUGHT IRON	8.85	3,814.35
431.00	INSTALL NEW 6' HIGH 2-RAIL BLACK MAJESTIC MONTAGE PLUS AMERISTAR FENCING WITH 2 1/2" POSTS	43.50	18,748.50
1.00	EA: 10' X 6' DRIVE GATES TO MATCH	2,740.00	2,740.00

FENCEWORKS INC MUST HAVE PROPER BILLABLE PAPERWORK PRIOR TO WORK BEING STARTED. THANK YOU!

NOTE FOLLOWING CONDITIONS: PENDING CREDIT APPROVAL. PRICE INCLUDES ALL LABOR, MATERIAL, TAXES, ETC. NECESSARY TO COMPLETE JO FIELD MEASURED UPON COMPLETION AND BILLED TO AGREED PRICES. ALL GATES ARE BILLED AT CONTRACT PRICE PLUS FOOTAGE. PRICING DOES NOT INCLUDE ANY OCIP/WRAP INSURANCE PROGRAMS. LUMBER PRODUCTS ARE NOMINAL SIZES SET BY THE MFRS. WORK MUST BE COMMENCED WITHIN 30 DAYS OF ACCEPTANCE. WE ARE A NON-UNION SHOP. PRICES SUBJECT TO CHANGE DUE TO ALTERNATIVE DIGGING REQUIREMENTS AFTER DIG ALERT. CORE DRILLING NOT INCLUDED UNLESS NOTED ABOVE.

ACCEPTANCE OF PROPOSAL Signature _____

Date _____

Total: 25,302.85

AUTHORIZED SIGNATURE _____

MARK BURDICK

*In the event that either party becomes involved in litigation, arbitration or any other alternate dispute resolution arising out of or relating to this contract or the performance of it, the court or tribunal in such arbitration or litigation shall award reasonable fees and costs incurred to the prevailing party including attorneys fees, expert witness fees, court costs and other costs arising out of or relating to resolution of the dispute.

**Payment to be made as follows: All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All property markers must be visible at the start of construction or otherwise we do not assume any responsibility whatsoever for any fences in their wrong location.

***Notice: "Under the Mechanics' Lien Law (California Code of Civil Procedure, Section 1181 et seq.) any contractor, subcontractor, laborer, supplier, or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid."

Form #1017 Rev. 8/12 Cobb's Printing (909) 795-2318

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EXHIBIT C
INS-D



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
11/16/2016

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Fenceworks, Inc. 891 Corporation St. Santa Paula CA 93060 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Old Republic General Ins Corp 24139 A	
	INSURER B: Great American Assurance Company 26344 A	
	INSURER C: Houston Casualty Company 42374 A	
	INSURER D:	
	INSURER E:	
INSURER F:		

Holder Identifier : ABCMNPBS

COVERAGES
CERTIFICATE NUMBER: 570064469921

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GLP4100339	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			A1CA08371602	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION			H16XC5015004	07/01/2016	07/01/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A1CW08371602	07/01/2016	07/01/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570064469921

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

Re: LMD 33 El Pasea, LMD 38 Aldea Del Mar, LMD 40 Cantada. City of Oxnard, its City Council, officers, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability and Automobile Liability evidenced herein are Primary and Non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of City of Oxnard, its City Council, officers, employees, and volunteers in accordance with the policy provisions of the Workers Compensation policy. Should any of the above described policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in

CERTIFICATE HOLDER
CANCELLATION

City of Oxnard Attn: Sandra Burkhart 300 West Third Street, Suite 302 Oxnard CA 93030 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc.</i>

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ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: 10779062

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Fenceworks, Inc.	
POLICY NUMBER See Certificate Number: 570064469921			
CARRIER See Certificate Number: 570064469921	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

Additional Description of Operations / Locations / Vehicles:

accordance with the policy provisions of each policy.

Policy No.: GLP 4100339

CG 20 33
(Ed. 07 04)**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. your acts or omissions; or
2. the acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the Additional Insured.

A person's or organization's status as an Additional Insured under this endorsement ends when your operations for that Additional Insured are completed.

B. With respect to the insurance afforded to these Additional Insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," or "property damage" occurring after:
 - a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Policy No.: GLP 4100339

CG 20 37
(Ed. 07 04)3A1
Ed.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

me
ma

**Name of Additional Insured
Person(s) or Organization(s):**

Location and Description of Completed Operations:

Any person or organization that "you" and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on "your" policy, but only for "your work" performed during this policy period.

"Your work" performed during this policy period.

Additional Premium: Included

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

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

POLICY NUMBER: A1-CA-08371602

COMMERCIAL AUTO
CA 20 48 02 99**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/01/2016	Countersigned By: (Authorized Representative)
Named Insured: FENCEWORKS, INC.	

SCHEDULE

Name of Person(s) or Organization(s): Where Required by Written Contract
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

OLD REPUBLIC GENERAL INSURANCE CORPORATION
ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

SCHEDULE

Name of Person(s) or Organization(s) :

WHERE REQUIRED BY WRITTEN CONTRACT.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

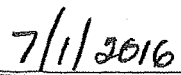
Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

If the person or organization shown in the schedule qualifies as an 'insured' for Liability Coverage, and they have coverage as a first named insured under another policy, this policy is primary to and non-contributory with that other insurance.

All other terms, conditions, and exclusions apply.

Named Insured	FENCEWORKS, INC.		
Policy Number	A1-CA-08371602	Endorsement No.	000
Policy Period	07/01/2016 to 07/01/2017	Endorsement Effective Date:	07/01/2016
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:	0000007000		


 AUTHORIZED REPRESENTATIVE


 DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CANCELLATION OR NON-RENEWAL TO SPECIFIED PERSONS OR ORGANIZATIONS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM
 COMMERCIAL GENERAL LIABILITY COVERAGE FORM PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART

If we cancel or non-renew this policy for any reason other than non-payment, we will deliver notice of the cancellation or non-renewal to all Specified Persons or Organizations on file with us THIRTY (30) days prior to the effective date of cancellation or non-renewal.

If we cancel this policy for non-payment, we will deliver notice of the cancellation to all Specified Persons or Organizations on file with us TEN (10) days prior to the effective date of cancellation.

If notice is mailed, proof of mailing will be sufficient proof of notice.

Named Insured	FENCEWORKS, INC.		
Policy Number	A1-CA-08371602	Endorsement No.	000
Policy Period	07/01/2016 to 07/01/2017	Endorsement Effective Date:	July 1, 2016
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:			


 AUTHORIZED REPRESENTATIVE

7/1/2016
 DATE

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

The premium charge for this endorsement is \$0.00.

Named Insured	FENCEWORKS, INC.		
Policy Number	A1-CW-08371602	Endorsement No.	
Policy Period	07/01/2016 to 07/01/2017	Endorsement Effective Date:	July 1, 2016
Producer's Name:	OLD REPUBLIC CONSTRUCTION INSURANCE AGENCY, INC.		
Producer Number:			


 AUTHORIZED REPRESENTATIVE

7/1/2016
 DATE

WC 99 03 15 (09/06)

EXHIBIT D PREVAILING WAGE

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in

excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall hold harmless, defend (at Contractor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.

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

The undersigned declares:

I am the EXEC VP of FENCEWORKS, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 11-22-16 [date], at Santa Paula [city], CA [state].

Signature: _____

Printed Name: _____

Date: _____

Signature: _____

Printed Name: _____

Date: _____

This form must be notarized. Please see form on next page.

CERTIFICATE OF ACKNOWLEDGMENT OF NOTARY PUBLIC

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

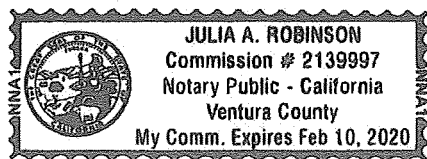
State of California

County of Ventura

On 11-22-16 before me, Julia A. Robinson, Notary Public
(here insert name and title of the officer), personally appeared
Jason Ostrander, Jerry Kay

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

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



[NOTARIAL SEAL]

WITNESS my hand and official seal.

Julia A. Robinson
Signature of Notary Public

My commission expires: Feb 10, 2020

DESIGNATION OF SUBCONTRACTORS
[Public Contract Code Section 4104]

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, attach another page listing all information for all other Subcontractors.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%) ¹
N/A					

¹ The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

Nov 23, 2016 2:33:36 PM PST

File Edit Commands Help

SECTOR

NavLine

162-0000-101.01-00

Account miscellaneous

Transactions

Detail by date

Detail by code

Detail by year & p

Pending by date

Pending by code

Pending by year

Procurement car

Account information

Q CURRENT ASSETS / CASH WITH TREASURER

Fiscal year: 2017 Dr

Opening balance: 441,373.93

Debits: .00

Credits: 1,442.57

Balance: 439,931.36

Project Data

Project Entry Optional

Account Balance by Period

Period/Month	Actuals	Cumulative Totals
01 July	446,181.71	446,181.71
02 August	934.02	445,247.69
03 September	2,132.38	443,115.31
04 October	1,741.38	441,373.93
05 November	1,442.57	439,931.36

Payment information

Vendor	(* indicates pending)	Total
--------	-----------------------	-------

Segment/Balance Details

Fund 162 LMD #40-CANTADA

Department 00

Division 00

Activity basic 10 ASSETS

Sub activity 1 CURRENT ASSETS

Element 01 CASH WITH TREASURER

Object 00

	Debits	Credits	Account Balance
Opening Balance			441,373.93
Current	.00	1,442.57	
Unposted	.00	.00	
Total	.00	1,442.57	439,931.36

Print

Cancel

Exit

Previous acc...

Next account

2016

2018

Account activi...

Pending trans...

Images

ATTACHMENT D

Agreement: 7680-16-PW

AGREEMENT FOR PUBLIC PROJECT OF \$25,000.01-\$100,000.00

This Agreement for a Public Project ("Agreement") is entered into in Ventura County, California, on the 12th of December, 2016 ("Effective Date"). This Agreement is entered into and between the City of Oxnard ("City") and Kaneko Landscaping Services, Inc., which has the California Contractor License No. 594787, with regard to the public project herein, subject to the following terms and conditions:

1. Scope of Services. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner as described in the Scope of Work and Schedule of Services, which is attached hereto as Exhibit A and incorporated herein by this reference ("Project"). Contractor guarantees that it has already reviewed all plans and specifications and reported any errors and omissions Contractor noted to City. All work shall be performed in accordance with the 2015 edition of the Standard Specifications for Public Works Construction and its 2016 Supplement ("Greenbook"), which is incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and incorporated documents, the terms of this Agreement shall control.

2. Extra Work. Extra work, when ordered in writing by City and accepted by Contractor, shall be paid for under written work order in accordance with the terms therein provided. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and City. All extra work shall be adjusted daily upon report sheet furnished by Contractor, prepared by City, and signed by both parties, and said daily report shall be considered thereafter the true records of extra work done. All provisions of this Agreement shall apply to the extra work.

3. Term. This Agreement shall begin on the Effective Date and shall end on June 12, 2017. Time is of the essence in this Agreement.

4. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. No extension of time will be granted for delay caused by shortage of materials, labor or equipment unless Contractor furnishes to City documentary proof that Contractor has diligently made reasonable and timely efforts to obtain such materials, labor or equipment from all known sources. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice. Contractor shall not be responsible for the cost of repairing or restoring damage to the work pursuant to the Services, which damage is determined to have been proximately caused by an act of God, as defined in Public Contract Code Section 7105, in excess of 5% of the Total

Agreement Amount, as defined below, provided that the work damaged is built in accordance with accepted and applicable building standards and City's plans and specifications.

5. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of \$32,000.00 ("Total Agreement Amount"), in accordance with the prices as submitted in Contractor's Bid, attached hereto as Exhibit B and incorporated herein by this reference.

6. Payments. Contractor shall submit a payment request to City by the end of each calendar month listing the services provided on the Project, costs of those services, and total amount due for the month. City shall make payments within 30 days after receipt of Contractor's undisputed and properly submitted payment request. If City fails to make any such payment within such time, City shall pay interest to Contractor equivalent to the legal rate set forth in Code of Civil Procedure Section 685.010(a). City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than 7 days after receipt, and shall explain in writing the reasons why the payment request is not proper. By accepting payment of undisputed amounts, Contractor releases all claims against City arising by virtue of the Agreement related to those amounts; any disputed Agreement claims in stated amounts are excluded from the operation of this release.

7. Retention. If this Agreement is for the creation, construction, alteration, repair, or improvement of any public structure, building, road, or other improvement of any kind which will exceed in cost a total of \$5,000, City shall withhold 5% of the Total Agreement Amount until final completion and acceptance of the Project.

8. Substitute Securities. In accordance with Public Contract Code Section 22300, Contractor may submit a written request that it be permitted to substitute securities in lieu of having retention withheld by City from progress payments when such payments become due or, in the alternative, Contractor may request that City make payments of earned retentions directly to an agreed upon designated escrow agent at Contractor's expense.

9. Audit. City or its representative shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Contractor in preparing its billings to City as a condition precedent to any payment to Contractor. Contractor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of \$10,000, the State Auditor may examine and audit Contractor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Contractor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Contractor shall include a copy of this Section in all contracts with its subcontractors, and Contractor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

10. Liquidated Damages. Contractor may commence Work on the Project 7 calendar days after the City issues the Notice to Proceed, and Contractor must complete the Project 90 calendar days thereafter ("Completion Date"). Failure of Contractor to complete the Work by this date

will result in damages being sustained by City and its constituents, including in some cases impairing other contracts that rely on the Completion Date. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each calendar day beyond the Completion Date, unless such delay is excused under Section 4 of this Agreement or unless City provided a written time extension, Contractor shall pay to City, or City may withhold from monies due to Contractor, \$100.00 per calendar day that the work remains incomplete. Execution of the Agreement shall constitute agreement by City and Contractor that this amount is the minimum value of the costs and actual damage caused by the failure of Contractor to complete the Project within the allotted time. Such sum shall not be construed as a penalty. The Project shall be deemed to be completed when the same has been actually completed in accordance with the plans and specifications therefor and to the satisfaction of City. The Project must be accepted or certified by City in writing.

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes but is not limited to disputed time extensions, requests and prices for changes, damages, tort claims and any other amount the payment of which is disputed by the City. The disputed work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor shall keep accurate, detailed records of all disputed work, claims and other disputed matters. All claims arising out of or related to the Agreement or these services, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims and to Public Contract Code Section 20104 *et seq.* (“Article 1.5”) regarding the resolution of public works claims of \$375,000 or less. This Agreement hereby incorporates those provisions as though fully set forth herein.

12. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, by giving written notice to Contractor, specifying the effective date of termination. Unless City asserts that Contractor has breached the Agreement, City shall pay Contractor for all services satisfactorily rendered—as determined by City—before the date of termination, and such payment shall be in full satisfaction of all services rendered hereunder. If City pays for any materials, City shall be entitled to the title and possession of such materials.

13. Hold Harmless, Defense and Indemnity.

a. To the maximum extent permitted by law, Contractor shall, at its sole cost, expense and risk, defend with competent counsel approved by the City Attorney, indemnify, and hold harmless City, its elected and appointed officials, officers, employees, volunteers, agents, successors and assigns (collectively “Indemnitees”) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or resulting from any act, failure to act, error or omission of Contractor or any of its officers, employees, volunteers, agents,

subcontractors, material suppliers or any of their officers, employees or agents, arising out of, incident to, related to, in connection with or resulting from the Agreement, including without limitation, the payment of all consequential damages, attorneys' fees, experts' fees, and other related costs and expenses (individually, a "Claim," or collectively, "Claims"). Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims regardless of whether any insurance policies are applicable or whether the Claim was caused in part or contributed to by an Indemnitee. Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection with any of these requirements or in enforcing this provision.

b. Nothing herein shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that this Agreement is subject to Civil Code Section 2782(a) or City's active negligence to the limited extent that this Agreement is subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by written agreement between the parties or by the findings of a court of competent jurisdiction.

c. Indemnitees do not and shall not waive any rights that they may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence.

d. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all Claims arising out of or incident to the activities or operations performed by or on behalf of Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

e. The provisions of this Section shall survive the term and termination of the Agreement, are intended to be as broad and inclusive as is permitted by the law of the State, and are in addition to any other rights or remedies that Indemnitees may have under the law.

14. Insurance. Contractor shall obtain and maintain during the performance of any services under this Agreement the required insurance coverages listed in Exhibit C, which is attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Contractor obtain and maintain such insurance coverages. Contractor shall, before performance of any services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in Exhibit C. Maintenance of insurance coverages by Contractor is a material element of this Agreement. Contractor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this Agreement.

15. Antitrust Claims. In entering into this Agreement, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

16. Hazardous Materials and Materially Differing Conditions. If this Project involves trenching more than 4 feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify City in writing, of any: (a) Material that Contractor believes may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to Contractor before signing this Agreement; and/or (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. City shall promptly investigate the conditions, and if it finds that the conditions do materially differ or do involve hazardous waste and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Project, City shall issue a change order. In the event that a dispute arises between City and Contractor regarding whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Project, Contractor shall not be excused from the Completion Date, but shall proceed with all work to be performed under this Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and City.

17. Protection of Life and Limb. If this Agreement is for the construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are 5 feet or deeper, Contractor must submit to City before beginning any work on the Project adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to applicable safety orders.

18. Main and Trunkline Utilities. City assumes the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located at the Project site if such utilities were not identified in the plans and specifications, other than existing service laterals or appurtenances whenever the presence of such utilities at the Project site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Project site. City shall compensate Contractor for: the costs of locating; repairing damage not due to Contractor's failure to exercise reasonable care; removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy; and equipment necessarily idled during such work. If liquidated damages are required

by this Agreement, Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of City or the utility owner to provide for removal or relocation of such utility facilities. While performing the Agreement, if Contractor discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and utility in writing.

19. Locating Existing Elements. The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished as to existing conditions is not guaranteed by City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting Underground Service Alert of Southern California and other private underground locating firms, utilizing specialized locating equipment and/or hand trenching.

20. License and Permits. Before providing services under this Agreement, Contractor shall obtain all required licenses and permits, including a City business tax certificate. Contractor guarantees and warrants that it currently has, and shall retain in active status for the duration of the term of this Agreement, a Classification C-27 California contractor's license.

21. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations at Contractor wishes except as expressly provided in this Agreement. Contractor and its employees and agents shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

22. Prevailing Wages. This Project is a "public work," as defined in Labor Code Sections 1720 through 1861, to which Labor Code Section 1771 applies. In providing services under the Agreement, Contractor shall comply with all applicable laws, ordinances and regulations, including but not limited to those listed in Exhibit D, which is attached hereto and incorporated herein by this reference.

23. Workers' Compensation. In accordance with the provisions of Labor Code Sections 1860 and 1861, by signing this Agreement, Contractor certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this [Agreement].”

Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers’ compensation laws.

24. Subcontracting. Contractor shall adhere to all provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100 *et seq.*, which is incorporated herein by this reference.

25. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, gender identity, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates.

26. Compliance with Laws. Contractor shall comply with all applicable federal, State and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to the Agreement.

27. Bonds. Contractor has obtained and submitted both Payment and Performance Bonds—each in the amount of 100% of the Total Agreement Amount—to the City’s Finance Director or his or her designee in accordance with Greenbook Section 2-4. Before Project acceptance, the Contractor shall extend the Performance Bond or submit a one-year Warranty Bond—in the amount of 100% of the Total Agreement Amount—to the City’s Finance Director or his or her designee. Bonds must be on forms provided by the City. Forms provided by the Surety shall not be accepted unless they meet all of the City’s requirements, including the requirement that the Bond limit be automatically increased if the Agreement amount is increased after execution of the Contract, and the City Attorney at his or her discretion approves the Surety’s form.

28. Trade Names or Equals. Where a trade name product is required, Contractor may supply that trade name item or may submit to the City in writing a proposed equivalent, together with all documentation necessary for the City Engineer to determine equivalence, within seven 7 days of the Effective Date. If the Contractor requests to substitute an equivalent item for a trade name item, the burden of proof as to the comparative quality and suitability of alternative equipment or articles or materials shall be upon the Contractor, and the Contractor shall furnish, at its own expense, all information necessary or related thereto as required by the City Engineer. The City Engineer will determine in writing whether the proposed product is equivalent to that specified in accordance with Public Contract Code Section 3400.

29. Contractor’s Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against

Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

30. Fictitious Name. If Contractor has a fictitious name, Contractor shall submit to the City a currently effective Fictitious Business Name Statement approved by any California county by the time Contractor signs this Agreement. If at any time during the term of this Agreement, including any term amendment or any utilized optional term addition, that Fictitious Business Name Statement expires, Contractor shall submit to the City a new Fictitious Business Name Statement approved by any California county before the prior Fictitious Business Name Statement expires.

31. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of the Agreement or within twelve (12) months after City's written acceptance, which shall occur after all requirements of this Agreement have been fulfilled to the satisfaction of City, that is or may likely make Contractor or City official "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to the Agreement.

32. Third-Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to the Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

33. Non-Assignability. Contractor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect, and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

34. Applicable Law and Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement shall be in the Ventura County Superior Court.

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

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

37. Integration and Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Contractor regarding the subject matter described herein. This Agreement supersedes all

prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

38. Construction. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the whole or a portion of the Agreement.

39. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

40. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the following addresses or at such other address as one party may notify the other in writing.

IF TO CONTRACTOR:

Kaneko Landscaping Services, Inc.
P.O. Box 7198
Oxnard, CA 93031
Attn: Jon Kaneko
Phone: 805-382-1217
Fax: 805-382-2448

IF TO CITY:

City of Oxnard City Hall
Finance Department—2nd Floor
300 W. Third Street
Oxnard, CA 93030
Attn: Sandra Burkhart,
Special Districts Administrator
Phone: 805-385-7578
Fax: 805-385-7466

41. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by fax, email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

42. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

Agreement: 7680-16-PW

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the Effective Date.

CITY OF OXNARD

KANEKO LANDSCAPING
SERVICES, INC.

Greg Nyhoff, City Manager

Jon Kaneko, President

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

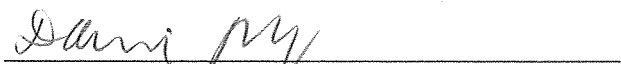
Javier Gutierrez, Manager

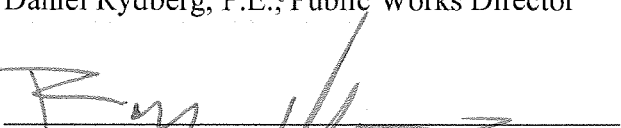
APPROVED AS TO INSURANCE:



James Throop, Risk Manager

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Public Works Director

Ralph Alamillo, Project Manager

EXHIBIT A SCOPE OF WORK

District 40, Cantada – sidewalk replacement, concrete grinding and tree removal

Furnish all labor, tools, equipment, materials, and supervision to complete the following:

- 1) Cut and remove concrete panels.
- 2) Remove roots and prune roots back in parkway
- 3) Form and pour concrete
- 4) Broom finish
- 5) Clean up all debris and haul away and dispose of concrete

<u>Work locations</u>	<u>Size of concrete removal/repair</u>
1831 Cesar Chavez Dr.	5x18 and 5x20 sections
1859 Cesar Chavez Dr.	5x20 section
1869 Cesar Chavez Dr.	5x20 section
1871 Cesar Chavez Dr.	5x20 section
1875 Cesar Chavez Dr.	5x20 section
1883 Cesar Chavez Dr.	5x30 section
1887 Cesar Chavez Dr.	5x10 section
1891 Cesar Chavez Dr.	3x20 section
1901 Cesar Chavez Dr.	5x20 section
1905 Cesar Chavez Dr.	5x10 section
1909 Cesar Chavez Dr.	5x20 section
1907 Cesar Chavez Dr.	5x20 section
1925 Cesar Chavez Dr.	5x20 section
1929 Cesar Chavez Dr.	Grind
1931 Cesar Chavez Dr.	5x15 section
1937 Cesar Chavez Dr.	5x20 section
1941 Cesar Chavez Dr.	Grind

***This cost does not include driveway approaches lifted by tree roots.

Cut down and remove 1 Tipu tree in parkway at 1895 Cesar Chavez Dr.
 Stump-grind roots.
 Clean up all debris generated by work
 Haul away and dispose

Installation of root barriers for sidewalk repaired.
 Trench down 2 ft. deep by 15 lineal feet
 Supply root barrier and install
 Back fill and compact
 Clean up area

**EXHIBIT B
CONTRACTOR'S BID**

Total Estimated Cost of project including prevailing wages, any traffic control and equipment and/or machinery and all materials, labor and equipment:

\$32,000.00

EXHIBIT C
INS-D

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

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. 7680-16-PW
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY

LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY

LETTER B

COVERAGES

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

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

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

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. 7680-16-PW

300 W. Third Street, Suite 302

Oxnard CA 93030

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

(to)

LOSS ADJUSTMENT EXPENSE ☐

Included in Limits

☐ In Addition to Limits

Telephone:

NAMED INSURED

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

with an Aggregate of \$ applies to

coverage. ☐ Per Occurrence ☐ Per Claim

(which)

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

TYPE OF INSURANCE

CITY AGREEMENTS/PERMITS

GENERAL LIABILITY

☐ COMMERCIAL GENERAL LIABILITY☐ COMPREHENSIVE GENERAL LIABILITY☐ OWNERS & CONTRACTORS PROTECTIVE☐ Claims Made

Retroactive Date _____

☐ Occurrence

OTHER PROVISIONS

COVERAGES

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE

AGGREGATE

☐ GENERAL☐ PRODUCTS/COMPLETED OPERATIONS☐ PERSONAL & ADVERTISING INJURY☐ FIRE DAMAGE☐ _____☐ _____

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. 7680-16-PW

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

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

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER

POLICY INFORMATION:

Insurance Company:

Policy No.:

Policy Period: (from)

LOSS ADJUSTMENT EXPENSE

(to)

☐ Included in Limits☐ In Addition to Limits

Telephone:

NAMED INSURED

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

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

CITY AGREEMENTS/PERMITS

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

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

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

Name: _____

Address: _____

Telephone: () _____

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

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

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

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

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

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

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

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

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

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

ENDORSEMENT HOLDER

CITY OF OXNARD

Attn: Risk Manager

Reference No. 7680-16-PW

300 W. Third Street, Suite 302

Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent☐ Underwriter☐ _____

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

Signature _____

(original signature required)

Telephone: () _____

Date Signed _____

EXHIBIT D PREVAILING WAGE

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.
3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).
4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.
8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement.
9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.
10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in

excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.

12. Contractor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Contractor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Contractor shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Contractor shall hold harmless, defend (at Contractor's expense with counsel approved by the City Attorney) and indemnify City, its officials, officers, employees, agents and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive termination of the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

J.1.d

PRODUCER Francisco W. Coronel 5700 Ralston St. #120 Ventura, CA 93003 Ph: (805) 639-9452 Fax: (866) 804-8966		DATE (MM/DD/YYYY) 11/15/2016	
INSURED Kaneke Landscaping Services, Inc. P.O. Box 7198 Oxnard, CA 93031		THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURERS AFFORDING COVERAGE		NAIC #	
INSURER A: Truck Insurance Exchange		21709	
INSURER B: Farmers Insurance Exchange		21652	
INSURER C: Mid Century Insurance Company		21687	
INSURER D:			
INSURER E:			

COVERAGES

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

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
C	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	606279833	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
C	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	606279833	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	☒ EXCESS / UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	606279836	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	A09482310	10/23/2016	10/23/2017	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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

CERTIFICATE HOLDER

CANCELLATION

City of Oxnard
Attn: Risk Manager
300 W. Third Street, Suite 302
Oxnard, CA 93030

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

AUTHORIZED REPRESENTATIVE

Francisco W. Coronel

ACORD 25 (2009/01)

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**WORKERS' COMPENSATION AND EMPLOYERS'
LIABILITY INSURANCE POLICY**

Named • KANEKO LANDSCAPING SERVICES IN
Insured •
• PO BOX 7198
• OXNARD CA 93031

Effective
Date 10/23/16

Agent 30-61-302

<u>A0948-23-10</u>	<u>2016</u>
Policy Number of the Company	Policy Year

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization for which you perform work under a written contract that requires you to obtain this agreement from us.

The additional premium for this endorsement shall be 3.0 % of the Workers' Compensation premium otherwise due for the state(s) listed below on such remuneration, subject to a minimum charge of _____.

All written contracts in the state(s) of:

CA

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

Countersigned 
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

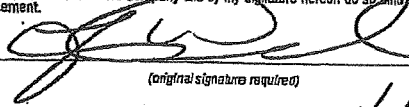
SCHEDULE*

Name Of Person Or Organization:
CITY OF OXNARD
ATTN: RISK MANAGER

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

The following is added to Paragraph C. Who Is An Insured in the Businessowners Liability Coverage Form:

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE													
PRODUCER		POLICY INFORMATION													
Francisco Coronel 5700 Ralston St. #120 Ventura, CA 93003 Telephone: (805) 639-9452		Insurance Company: Mid Century Insurance Policy No.: 0063-79833 Policy Period (from) 6/1/16 (to) 6/1/17 LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits													
NAMED INSURED Kaneko Landscaping Services, Inc. P.O. Box 7198 Oxnard, CA 93031		TYPE OF INSURANCE ☒ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ COMPREHENSIVE GENERAL LIABILITY ☐ OWNERS & CONTRACTORS PROTECTIVE													
APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:		CITY AGREEMENTS/PERMITS													
COVERAGE ☒ GENERAL ☒ PRODUCTS/COMPLETED OPERATIONS ☒ PERSONAL & ADVERTISING INJURY ☒ FIRE DAMAGE		OTHER PROVISIONS Underwriter's representative for claims pursuant to this insurance. CLAIMS: Name: Francisco Coronel Address: 5700 Ralston St. #120 Ventura, CA 93003 Telephone: 805 639-9452													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">LIABILITY LIMITS IN THOUSANDS \$</th> </tr> <tr> <th style="text-align: center;">EACH OCCURRENCE</th> <th style="text-align: center;">AGGREGATE</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">2,000,000</td> <td style="text-align: center;">4,000,000</td> </tr> <tr> <td style="text-align: center;">4,000,000</td> <td style="text-align: center;">4,000,000</td> </tr> <tr> <td style="text-align: center;">2,000,000</td> <td style="text-align: center;">4,000,000</td> </tr> <tr> <td style="text-align: center;">100,000</td> <td style="text-align: center;">100,000</td> </tr> </tbody> </table>		LIABILITY LIMITS IN THOUSANDS \$		EACH OCCURRENCE	AGGREGATE	2,000,000	4,000,000	4,000,000	4,000,000	2,000,000	4,000,000	100,000	100,000	In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:	
LIABILITY LIMITS IN THOUSANDS \$															
EACH OCCURRENCE	AGGREGATE														
2,000,000	4,000,000														
4,000,000	4,000,000														
2,000,000	4,000,000														
100,000	100,000														
INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or - If excess, affords coverage which is at least as broad as the primary insurance form CG0001. Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.															
ENDORSEMENT HOLDER CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☒ Broker/Agent ☐ Underwriter ☐ _____ Francisco Coronel (print name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature:  (original signature required) Telephone: () _____ Date Signed: 6/9/2016													

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
Francisco Coronel 5700 Ralston St. #120 Ventura, CA 93003 Telephone: (805) 639-9452		6/11/16	
NAMED INSURED		POLICY INFORMATION:	
Kaneko Landscaping Services, Inc. P.O. Box 7198 Oxnard, CA 93031		Insurance Company: Mid Century Insurance Co. Policy No.: 606279873 Policy Period: (from) 6/11/16 (to) 6/11/17 LOSS ADJUSTMENT EXPENSE: ☐ included in Limits ☐ in Addition to Limits	
		☐ Deductible ☐ Self-Insured Retention (check which) of \$ with an Aggregate of \$ applies to coverage. ☒ Per Occurrence ☐ Per Claim (which)	
TYPE OF INSURANCE		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:	
☒ COMMERCIAL AUTO POLICY ☒ BUSINESS AUTO POLICY ☐ OTHER		CITY AGREEMENTS/PERMITS	
LIMIT OF LIABILITY		OTHER PROVISIONS	
\$1,000,000 per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: Francisco Coronel Address: 5700 Ralston St. #120 Ventura, CA 93003 Telephone: (805) 639-9452	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, Insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it. 3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not effect any right which such person or organization would have as a claimant if not so included. 4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City. 5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not effect coverage provided to the City, its officers, agents, employees or volunteers. 6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as: a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or b. if excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1). Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. _____ 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE ☒ Broker/Agent ☐ Underwriter ☐ _____ Francisco Coronel (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature:  (original signature required) Telephone: () Date Signed: 6/9/2016	

Rev. 4/16

INS-B.doc



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

E3306
1st Edition

J.1.d

06/07/16
Effective Date

60627-98-33
Policy Number

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS - BP 00 09

SCHEDULE

Name of Person or Organization:

CITY OF OXNARD ATTN: RISK MANAGER

(If no entry appears above, information required to complete this Endorsement must be shown in the Declarations as applicable to this endorsement.)

The provisions of the Businessowners Common Policy Conditions are modified by this endorsement as follows:

Condition K. Transfer Of Rights Of Recovery Against Others To Us in the Businessowners Common Policy Conditions is amended by the addition of the following:

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

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

**REQUEST FOR BUDGET APPROPRIATION
ATTACHMENT F**

Department: Finance
Project/Program
Manager: Sandra Burkhart

Date: December 20, 2016
Phone: (805) 385-7578

Reason for Appropriation:

To transfer funds from surplus fund balances of LMD's/CFD's for special projects and existing operations exceeding the adopted FY 16/17 budget.

Accounts and Descriptions

AMOUNT

Fund: 154 (LMD #33 El Paseo)

Expenditures

154-5702-804-8229	CONTRACTS & SERVICES/PROF SRVC-SPECIAL PROJ	30,800
	Sub-total Expenditures	30,800

Net Change to Fund Balance (30,800)

Fund: 159 (LMD #38 Aldea Del Mar)

Expenditures

159-5702-804-8229	CONTRACTS & SERVICES/PROF SRVC-SPECIAL PROJ	69,814
	Sub-total Expenditures	69,814

Net Change to Fund Balance (69,814)

Fund: 160 (LMD #39 El Sueno Promesa)

Expenditures

160-5702-804-8229	CONTRACTS & SERVICES/PROF SRVC-SPECIAL PROJ	12,636
	Sub-total Expenditures	12,636

Net Change to Fund Balance (12,636)

Fund: 161 (LMD #39 DR Horton)

Expenditures

161-5702-804-8229	CONTRACTS & SERVICES/PROF SRVC-SPECIAL PROJ	4,589
	Sub-total Expenditures	4,589

Net Change to Fund Balance (4,589)

Fund: 162 (LMD #40 Cantada)

Expenditures

162-5702-804-8229	CONTRACTS & SERVICES/PROF SRVC-SPECIAL PROJ	59,303
	Sub-total Expenditures	59,303

Net Change to Fund Balance (59,303)

Fund: 164 (LMD #42 Cantabria)

Expenditures

164-5702-804-8229	CONTRACTS & SERVICES/PROF SRVC-SPECIAL PROJ	8,000
	Sub-total Expenditures	8,000

Net Change to Fund Balance (8,000)

Fund: 170-8006 (LMD #49 Cameron Ranch)**Expenditures**

170-8006-899-8229	CONTRACTS & SERVICES/PROF SRVC-SPECIAL PROJ	13,275
	Sub-total Expenditures	13,275

Net Change to Fund Balance	(13,275)
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Fund: 170-8008 (LMD #51 Pfeiler)**Expenditures**

170-8008-899-8229	CONTRACTS & SERVICES/PROF SRVC-SPECIAL PROJ	11,111
	Sub-total Expenditures	11,111

Net Change to Fund Balance	(11,111)
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Fund: 170-8012 (LMD #54 Meadow Crest)**Expenditures**

170-8012-899-8229	CONTRACTS & SERVICES/PROF SRVC-SPECIAL PROJ	2,000
	Sub-total Expenditures	2,000

Net Change to Fund Balance	(2,000)
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Fund: 170-8013 (LMD #55 Wingfield West)**Expenditures**

170-8013-899-8229	CONTRACTS & SERVICES/PROF SRVC-SPECIAL PROJ	2,000
	Sub-total Expenditures	2,000

Net Change to Fund Balance	(2,000)
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Fund: 173 (CFD 4 Seabridge)**Expenditures**

173-5702-805-8209	CONTRACTS AND SERVICES/SVCS/OTHER-PROF	75,000
	Sub-total Expenditures	75,000

Net Change to Fund Balance	(75,000)
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Fund: 175 (CFD 2 Westport)**Expenditures**

175-5702-805-8209	CONTRACTS AND SERVICES/SVCS/OTHER-PROF	75,000
	Sub-total Expenditures	75,000

Net Change to Fund Balance	(75,000)
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Net Appropriation Change	(363,528)
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUEST FOR BUDGET APPROPRIATION ATTACHMENT E

Department: Finance **Date:** December 20, 2016
Project/Program
Manager: Sandra Burkhart **Phone:** (805) 385-7578

Reason for Appropriation:

A. To transfer funds from Fund 170-8003 to Fund 160 and 161 to account for shared park maintenance costs
 B. To transfer funds to correct combined revenues and expenditures in Funds 160 and Fund 161 and reconcile surplus

Accounts and Descriptions**AMOUNT****Fund: 160 (LMD #39 El Sueno Promesa)****A Revenues**

160-1001-711-7917 TRANSFERS IN FR. OTHER FUNDS 61,125

Sub-total Revenues 61,125

Net Change to Fund Balance 61,125

A Fund: 161 (LMD #39 DR Horton)**Revenues**

161-1001-711-7917 TRANSFERS IN FR. OTHER FUNDS 22,197

Sub-total Revenues 22,197

Net Change to Fund Balance 22,197

A Fund: 170-8003 (LMD #46 Daily Ranch)**Expenditures**

170-8003-808-8714 TRANSFERS TO ASSESSMENT DISTRICTS 83,322

Sub-total Expenditures 83,322

Net Change to Fund Balance (83,322)

B Fund: 160 (LMD #39 El Sueno Promesa)**Expenditures**

160-1001-808-8714 TRANSFERS TO ASSESSMENT DISTRICTS 148,505

Sub-total Expenditures 148,505

Net Change to Fund Balance (148,505)

B Fund: 161 (LMD #39 DR Horton)**Revenues**

161-1001-711-7917 TRANSFERS IN FR. OTHER FUNDS 148,505

Sub-total Expenditures 148,505

Net Change to Fund Balance 148,505

Net Appropriation Change (0)

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: December 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

A handwritten signature in blue ink, appearing to read "Daniel Rydberg".

SUBJECT: Fourth Amendment to Agreement with Carollo Engineers, Inc. for Public Works Integrated Master Planning Including Condition, Assessment, Operations, Maintenance & Performance Optimization (Agreement No. A-7668) (5/15/15)

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

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the Fourth Amendment to the Agreement with Carollo Engineers, Inc., for Public Works Integrated Master Planning including Condition Assessment, Operations, Maintenance & Performance Optimization (Agreement No. A-7668), in the amount of \$151,000, to bring the total amount to \$4,757,116, for the completion of services.

BACKGROUND

On May 21, 2014, the Council approved Agreement A-7668 with Carollo Engineers, Inc. for Public Works Integrated Master Planning including Condition Assessment, Operations, Maintenance & Performance Optimization and Phase 1 in the amount of \$4,915,756, with Phase I authorization for \$2,847,501 for a two-year term through June 30, 2016. The Integrated Master Plan includes several independent plans that are linked, namely: 1. Water Treatment, 2. Water Distribution, 3. Wastewater Treatment, 4. Wastewater Collections, 5. Stormwater, 6. Recycled Water, 7. Streets, and 8. Public Works Maintenance & Optimization.

Phase 1 services included: data collection and analysis; facilities condition assessment and

Fourth Amendment to PW Integrated Master Planning (5/15/15)

December 20, 2016

Page 2

cathodic protection analysis; flow, population, and load projections; GIS data collection and compilation; computer modeling; water quality analysis; arc flash assessment; treatment plant performance evaluation; information system audits; and alternatives analysis.

On November 25, 2014, Council approved the First Amendment in the amount of \$1,758,615, which incorporated some of the tasks of Phase 2 as well as the required new tasks identified in Phase 1. The First Amendment also deleted several duplicate tasks that were covered by other contracts and consultants. This brought the new contract total to \$4,606,116.

After the First Amendment was completed, there were still several tasks that needed to be approved, and also some that needed to be deleted. No additional budget request was required, but the reallocation of task funds was needed to complete the additional contract items. Therefore, Council approved the Second Amendment on November 18th, 2015, to reallocate funds among tasks and remove some tasks that had funds available to be reallocated. The Second Amendment included the remaining tasks from the original contract to finalize the Integrated Master Plan, such as the development of the Final Draft Project Memos, Master Plan Summary Report, and Executive Summary.

Due to the reallocation of the task funds in the Second Amendment, additional time was needed to complete the tasks that were approved. Therefore, the Third Amendment was approved by Council on June 1, 2016, which extended the contract term to December 31, 2017.

This Fourth Amendment allows Carollo Engineers to continue to provide oversight and management of the update to the Wastewater portion of the Public Works Integrated Master Plan and its deliverables. This Amendment seeks to revise and add new tasks associated with the analysis of wastewater rates and charges to include an update to the existing Cost of Service Study in preparation for the upcoming Proposition 218 notice process. Specifically, Carollo Engineers will update the wastewater rates and charges model along with the Cost of Service Study, attend and assist with the Utilities Ratepayers Advisory Panel meetings, and assist in the preparation of a wastewater Proposition 218 notice and the anticipated updated wastewater rates ordinance.

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 1. Ensure Master plans for all City infrastructure are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

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

Fourth Amendment to PW Integrated Master Planning (5/15/15)
December 20, 2016
Page 3

Objective 3b. Set rates and fees to fully recover cost.

FINANCIAL IMPACT

Sufficient funds are available from Master Plan Wastewater (Project No. 12IN04) for the fourth amendment of in the amount of \$151,000 for Agreement A-7668 with Carollo Engineers.

ATTACHMENTS:

Attachment A: Fourth Amendment to Agreement A-7668

Agreement No. A-7668

FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

This Fourth Amendment ("Fourth Amendment") to the Agreement for Professional Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 20th day of December, 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Carollo Engineers, Inc. ("Consultant"). This Fourth Amendment amends the Agreement entered into on May 21, 2014, by City and Consultant. The Agreement previously has been amended on November 25, 2014, by a First Amendment, on November 18, 2015, by a Second Amendment, and on June 1, 2016, by a Third Amendment.

City and Consultant agree as follows:

1. In Section 1 of the Agreement, Exhibit A, A-1 and A-2 are supplemented with Exhibit A-3, attached hereto and incorporated by reference.
2. Section 6 of the Agreement is supplemented by the following:
 "City shall arrange for access to and make all provisions for Consultant to enter upon public property as required for Consultant to perform services hereunder."
3. In Section 8 of the Agreement, Exhibit B is supplemented with Exhibit B-1, attached hereto and incorporated by reference.
4. Section 11 of the Agreement is supplemented by the following:
 "City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by City or others in performing Consultant's services under this Agreement."
5. Section 14a of the Agreement is deleted in its entirety and replaced with the following:
 "City shall pay Consultant in an amount not to exceed \$4,757,116 for services provided under this Agreement at the hourly rates provided in Exhibit C, which is attached hereto and included herein by this reference, and at the Schedule of Costs provided in Exhibits C-1 and C-2, which are attached hereto and included herein by this reference."
6. Section 18 of the Agreement is supplemented with the following:
"d. Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant."

7. Section 21b of the Agreement is deleted and replaced with the following:

“The duty to defend is a separate and distinct obligation from Consultant’s duty to indemnify. When the allegation, loss, damage, penalty, fine, judgment and/or claim arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors, Consultant shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the Indemnified Party immediately upon tender to Consultant of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Consultant are also responsible for the liability shall not relieve Consultant from its separate and distinct obligation to defend the Indemnified Party when the allegation, loss, damage, penalty, fine, judgment and/or claim arises out of, pertains to, or relates to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents or subcontractors. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability caused in whole or in part by the negligence, recklessness or willful misconduct of the Indemnified Party. If it is finally adjudicated that liability was caused by the comparative negligence or willful misconduct of the Indemnified Party, Consultant may submit a claim to City for reimbursement of reasonable attorneys’ fees and defense costs.”

8. Section 36 is deleted and replaced with:

“This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Amendment transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment for all purposes.”

9. Section 43 is added to the Agreement to state the following:

“Estimates and Projections

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties other than Consultant’s agents and/or subcontractors, if any; and quality, type, management, or direction of operating personnel. Therefore, Consultant makes no warranty that City’s actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant’s opinions, analyses, projections, or estimates due to the aforementioned unknown information.”

10. Section 44 is added to the Agreement to state the following:

"Third Parties

The services to be performed by Consultant are intended solely for the benefit of City. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder.

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

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

CITY OF OXNARD

CAROLLO ENGINEERS, INC.

Tim Flynn, Mayor



Steve McDonald, Senior Vice President,

ATTEST:

Michelle Ascencion, City Clerk



Michael Barnes, Board Secretary

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:



Daniel Rydberg, P.E., Public Works Director

APPROVED AS TO INSURANCE:



James Throop, Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Exhibit A-3

Additions to Scope of Services for Wastewater Cost of Service Update

TASK 0 - OVERALL PROJECT MANAGEMENT

0.1.1 Project Management

Continue to provide oversight and management of the development of the Public Works Master Plans and all deliverables. Provide regular updates to the City on project budget and status, coordinate and participate in phone calls and emails. Manage the subconsultants and their scopes, schedules, and budgets. Assumed to be a 7-month duration (through June 30, 2017).

TASK 1 – INTEGRATED WATER RESOURCES PLANS (IWRP) AND FACILITIES ASSESSMENTS

1.2.18 Other/Miscellaneous

Provide outreach support services, majority of work to be conducted by subconsultant. Potential tasks include:

- Develop graphics and materials for Utilities Rates Advisory Panel (URAP) notices/meetings/presentations
- Develop graphics and materials for additional outreach efforts (meetings, handouts, etc.)

TASK 3 – CIP, RATES & FEES, AND APWA SELF-ASSESSMENT

3.1.11 Update Wastewater Cost of Service Analysis [NEW TASK] (\$151,000)

In light of the passing of Measure M, update and revise the wastewater rates and charges model and Cost of Service (COS) Study, as requested. This includes defining the rates and charges to be fair and equitable as defined under Proposition 218, and California Government Code Section 66000. The Draft, Administrative Draft, and Final Draft were produced as part of Amendment 1. The proposed schedule for completion of the update is included in Exhibit B.

Update Wastewater Cost of Service Study

Consultant will work closely with City staff to update the wastewater cost of service analysis. It is anticipated that several scenarios with varying levels of operation and maintenance (O&M) and capital expenditures will be reviewed. Consultant will provide an updated wastewater cost of service study report based on the selected scenario. Consultant envisions completing the following tasks to update the cost of service study:

- Develop rate increase scenarios for various O&M and Capital Improvement Plan (CIP) options as defined by the City
- Analyze updated billing data for City and Regional users to determine current usage and discharge characteristics
- Incorporate selected scenario into cost of service and rate design analyses
- Review and modify regional rate increase calculations based on selected scenario
- Review and modify Las Posas rate calculations based on selected scenario
- Develop rate options for increasing fixed revenue recovery

- Update and provide the Draft Cost of Service Study report based on the selected scenario
- Provide Final Wastewater Cost of Service Study report after City review
- Prepare materials for City staff and City Council meetings as directed by City staff
- Attend review meetings and workshops with City Staff
- Attend limited City Council meetings as requested by Staff

Utility Rate Advisory Panel Meetings

Consultant will attend and assist in preparation for the Utility Rate Advisory Panel Meetings that the City will conduct. Up to four (4) URAP meetings are assumed. As directed by City staff, Consultant will:

- Prepare presentation materials such as PowerPoint presentations, handouts, graphics, etc.
- Present materials related to the rate study process and results
- Field questions from URAP participants in person
- Provide written responses to questions or comments provided in person or by other means

Proposition 218 Notice and Ordinance Support

Consultant will assist in the preparation and review of the wastewater Proposition 218 notice and the updated wastewater rates ordinance. Tasks anticipated include:

- Provide tables and figures for Proposition 218 mailer
- Review data and text on Proposition 218 mailer
- Review data and text in wastewater rate ordinance for consistency with rate structure and plan

EXHIBIT B-1

SCHEDULE

Task No.	Subtask No.	Task Description	2016	2017					
			Dec	Jan	Feb	Mar	Apr	May	Jun
		NOTICE TO PROCEED		•					
0	1.1	PROJECT MANAGEMENT							
3	1.11	UPDATE WASTEWATER COST OF SERVICE STUDY							
		Submit Draft Report (1/20/2017) ¹		•					
		Submit Final Report (2/10/2017) ¹			•				
		Continued Analytical and Modeling Support							
		(1) Tentative delivery dates based on discussion with City Staff.							
3	1.11	URAP MEETINGS²		•	•	•			
		(2) Tentative meeting dates based on discussion with City Staff.							
1	2.18	OUTREACH SUPPORT							
3	1.11	PROP 218 NOTICE AND ORDINANCE SUPPORT³							•
		(3) Assume Mid-May ordinance completion to meet 7/17/2017 implementation date.							
		ESTIMATED PROP 218 NOTICING PERIOD (FOR REFERENCE)							

Milestone, Meeting, or Deliverable: •

EXHIBIT C-2
SCHEDULE OF COSTS

Task No.	Subtask No.	Note:	Task Description	Carollo Budget	Subs Budget	Total Budget*
0	1.1	add to existing subtask	PROJECT MANAGEMENT	\$10,600	\$0	\$10,600
TASK 0.1.1 SUBTOTAL						\$10,600
3	1.11.1	new subtask	UPDATE WASTEWATER COST OF SERVICE STUDY			
			Cost of Service and Financial Analysis	\$31,200	\$0	\$31,200
			CIP and Revenue Requirement Scenarios	\$20,100	\$0	\$20,100
			Draft and Final Reports	\$21,300	\$0	\$21,300
			Meetings and Presentations	\$17,700	\$0	\$17,700
			<i>Includes analytical and modeling support through adoption process.</i>			
TASK 3.1.11.1 SUBTOTAL						\$90,300
3	1.11.2	new subtask	URAP MEETINGS			
			Preperation, attendance, and support for three (3) URAP meetings	\$19,900	\$0	\$19,900
TASK 3.1.11.2 SUBTOTAL						\$19,900
3	1.11.3	new subtask	PROP 218 NOTICE AND ORDINANCE SUPPORT			
			Assistance in authoring and review of new Prop 218 notcie and updated wastewater rate ordinance.	\$10,200	\$0	\$10,200
TASK 3.1.11.3 SUBTOTAL						\$10,200
1	2.18	add to existing subtask	OUTREACH SUPPORT			
			Portion of work to be completed by Kismet graphics	\$4,250	\$15,750	\$20,000
			<i>Subconsultant budget includes 5% mark-up.</i>			
TASK 1.2.18 SUBTOTAL						\$20,000
AMENDENMEND FOUR TOTAL						\$151,000
* Total Budget includes subconsultants						



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: December 20, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Daniel Rydberg
Public Works Director

A handwritten signature in black ink, appearing to read "Daniel Rydberg".

SUBJECT: Proposition 218 Process, Review of Wastewater Rates and Formation of Utility Ratepayers Advisory Panel (10/20/20)

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

RECOMMENDATION:

That City Council:

- 1) Direct staff to begin a new Proposition 218 process to review wastewater rates;
- 2) Review information regarding the City's wastewater rates and the formation, structure, and process of a Utility Ratepayers Advisory Panel (URAP) for a recommendation regarding wastewater rates; and
- 3) Direct the Utilities Task Force to appoint members to the Utility Ratepayers Advisory Panel.

BACKGROUND

Need for Wastewater Rate Increases

The City's primary financial goal for its utility enterprises is to ensure that revenues from rates and fees are adequate to fund daily operations and maintenance, capital improvement, debt service and reserves. The funds generated by utility rates are used to provide safe drinking water, treat wastewater and collect and process trash and recyclables for our residents and

businesses. Revenue from rates and fees fund operations, maintenance, repairs, debt payments, infrastructure costs, and capital projects within each utility. Each utility fund is a restricted fund and, therefore, can only be used to fund operations, maintenance repairs, debt payments, infrastructure costs, and capital costs within the respective utility for which funds are collected. The wastewater plant is regional and the City resident rates indirectly impact the regional rates.

The revenues from the current wastewater rates and fees are less than the overall costs to provide the services. Rate increases are needed to improve and support the fiscal health of vital services provided by the wastewater utility. Current wastewater rates are also inadequate to properly maintain or replace vital aging infrastructure including facilities, equipment and pipelines. Oxnard's wastewater treatment plant is the largest plant between Los Angeles and San Luis Obispo. Much of the City's wastewater treatment plant was built in the 1950s and upgraded in the 1970s. These facilities are significantly deteriorated and in some cases are at or near failure. Failing to maintain aging infrastructure poses a public health risk and subjects the City to potential regulatory violations, which could come with significant monetary penalties.

Consequences of Not Raising Rates

If wastewater rates are not increased, the Wastewater Enterprise Fund will not receive enough revenue to cover expenses beginning in 2017. The Fund will not be able to meet bond coverage requirements, which could result in a credit downgrade. This would make funding of required facility replacement projects more difficult and expensive. Urgently needed maintenance projects would be delayed or not be able to be completed. This could result in the failure of primary treatment, bio-tower processes and manholes in the Central Trunk Wastewater Collection pipeline. The repair of tree root damage to sewer pipelines and resident laterals citywide as well as the installation of odor control systems for sewer collection pipelines would be delayed. Staffing levels and maintenance would not meet regulatory requirements, which could result in National Pollutant Discharge Elimination System (NPDES) violations and potentially significant fines.

Rates Review

All proposed rates must follow the new California Supreme Court interpretation of Proposition 218. Utility rates and fees are set according to specific legal requirements and industry best practices. Utility revenue can only be used for the utility for which it is collected, although indirect charges for General Fund services and Infrastructure Use Fees for public safety and streets are allowable. Utility charges must also not exceed the estimated reasonable cost of service usually based on a Cost of Services Study. In addition, rates must be charged only to the users benefiting from the service.

In 2009, the City of Oxnard completed a comprehensive rate study for its Water, Wastewater, and Environmental Resources Enterprises. That rate study established a reasonable and direct connection between the costs to operate, maintain through capital improvement, cover debt and maintain a reserve for each enterprise and each customer class. It also provided a long-term

financial management plan. The study recommended wastewater rate increases each year for a ten-year period beginning at 8% per year 2009-10 and 2010-11, 18% in 2011-12, 16% in 2012-13, 4% in 2013-14, 6% in 2014-15 through 2018-19. The actual wastewater rates adopted by the City were 8% in 2009-10 and 2010-11, 6% in 2011-12 through 2013-14.

In 2015, a consultant completed a Cost of Services Study which details the City's obligation to address significant infrastructure needs and provides a detailed rate and cost of service analysis. Based on operational requirements, recommended rate policy, and capital improvement requirements, wastewater rate revenues were proposed to increase 35% in 2015-16, 10% in 2016-17, 8% in 2017-18, 8% in 2018-19, and 8% in 2019-20.

The FY 15-16 increase went into effect on March 1, 2016. However, the increase was later challenged by Measure "M," an initiative to repeal the increased wastewater rates. The initiative received voter approval on Tuesday, November 8, 2016. The City will now reexamine the Wastewater Enterprise revenues and expenses and will determine changes that are necessary to ensure that rates are adequate to meet the City's needs. The impacts and risks associated with these changes will be analyzed and mitigation measures will be investigated.

Utility Ratepayers Advisory Panel

The City would benefit greatly from resident participation in the wastewater rate review process. The purpose of the Utility Ratepayers Advisory Panel (URAP) is to share information and gather input on the utility rate setting process. Information will also be shared on an in-depth rate study analyzing the need for a rate increase based on the condition of the City's wastewater systems and treatment plant facilities, and to secure the City's utilities bond ratings, finance infrastructure improvements and provide for future operation and maintenance needs. Specific topics to be covered include: (1) Define the existing situation and problems; (2) Envision what the future holds; (3) Determine, rank and select alternatives; and (4) Provide input on the rate setting process. Once the Utilities Task Force selects URAP members, staff will hold URAP workshops to provide members an opportunity for open and in-depth discussion. An outreach and implementation plan is attached (Attachment A). It is anticipated that these workshops will take place on January 25th, February 1st, February 8th, and February 15th of 2017. A draft timeline for this process is attached (Attachment D). Staff will then return to City Council to inform Council of comments and recommendations from the URAP.

STRATEGIC PRIORITIES

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

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

Objective 3a. Maximize funding sources.

Objective 3b. Set rates and fees to fully recover cost.

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

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

There is no financial impact associated with this report. Staff will return to the City Council to discuss next steps and the Proposition 218 process.

ATTACHMENTS:

Proposed URAP Outreach and Implementation Plan 121216

Attachment B-Proposed URAP Application Form

Attachment C-Proposed URAP Selection Criteria

Proposed Wastewater Rate Review Timeline 121316

Utility Ratepayers Advisory Panel (URAP)

Proposed Outreach and Implementation Plan

Mission: The purpose of the Utility Ratepayers Advisory Panel (URAP) is to share information and gather input on the rate-setting process for wastewater. Information will also be shared on an in-depth rate study analyzing the need for a wastewater rate increase based on the condition of the City of Oxnard's (City) wastewater systems and treatment plant facilities, finance infrastructure improvements and provide for future operation and maintenance needs.

Workshops: The purpose of the URAP workshops are to provide panel members an opportunity for open and in-depth discussion the City's wastewater conditions with a focus on infrastructure, needs, and funding mechanisms among representatives of stakeholder groups and City residents, with resulting URAP comments and recommendations informing City Council of rate recommendations and the Proposition 218 process.

Objectives:

- To conclude the discussions with a shared understanding among all participants of City's wastewater infrastructure and source conditions and challenges.
- To identify and discuss the path forward for implementable and mutually agreed-upon measures to address concerns associated with wastewater rates or costs.
- To strive for consensus with the acknowledgment those final decisions regarding wastewater services, infrastructure planning, and rates and fees will be made by the City Council.
- To support an informed community and customer base in anticipation of a proposed schedule of wastewater rates and charges.

Approach: The subject matter to be addressed is complex and extensive. To ensure an open and productive discussion within the timeframe allotted, the City will conduct four, two-hour facilitated advisory workshop consisting of eight (8) volunteer participants selected by the Utilities Task Force. The volunteers will represent the following: three (3) members representing Single Family Residential residents, one (1) member representing Multi-family Residential residents, and four (4) members representing the Business community.

Format:

- Four, two-hour workshops (6 p.m. – 8 p.m.) will be held every week, beginning on January 25, 2017, and concluding February 15, 2017.
- All workshops will be advertised and open to the public.
- During the first two workshops, City staff or their designees will present a twenty-minute presentation focused on the current status of the topic for that meeting. This would provide the framework for the facilitated discussion period among advisory panel members.
- Following panel discussions, the facilitator may open a 30-minute Q&A session for general public attendees. Attendees will write questions on cards for submission to the facilitator who would query panelists.

URAP Members: URAP members will be identified based on applications received by City Manager's Office and subsequently selected by the Utilities Task Force. URAP applicants will be notified of the four-

workshop schedule and asked for their commitment to attend all scheduled workshops. A copy of the URAP application is included as Attachment #1.

Prior to Workshop #1 during the week of January 16, 2017, selected panel members will receive an official email invitation, URAP roster, and the four-workshop schedule and draft agenda, along with a City point of contact for the duration of the workshop series. This sets the stage for the group so they understand the purpose of the group and their responsibilities, and they receive consistent information.

Facilitation and Staff Support: Both facilitation and staff support are critical to successful participatory processes. The four workshops described in this document will be managed by a professional, third-party facilitator with deep experience in complex wastewater resources and service issues. The facilitator will ensure productive meetings that allow for balanced URAP and audience participation and provide for meaningful discussion of the many issues associated with the City's wastewater resources and capital planning. The facilitator will work with City officials and URAP members to confirm information to be provided during and following each workshop. Additional support representatives will be assigned for the duration of the workshop series to develop, update and distribute materials, send calendar notices, take meeting notes, and prepare and publish meeting summaries, among other assignments.

Notification: The City will proactively and extensively initiate outreach in advance of the four workshops. Print and radio ads will be produced and will be aired the week of January 16, 2017. Outreach channels will include the following:

- Print advertisements in the Vida and Ventura County Star newspaper
- Radio advertisements in English and Spanish
- Flyer distribution at the Inter-Neighborhood Council Organization meeting
- Direct email to interested stakeholders
- Social media postings

Similar steps will be repeated each week in advance of each workshop.

Proposed Schedule and Topics: Four meetings are set as follows:

WORKSHOP 1 The City of Oxnard's Wastewater Background Wednesday, January 25, 2017 6 PM – 8 PM Location: TBD	WORKSHOP 2 Solutions and Costs Associated with The City of Oxnard's Wastewater Challenges Wednesday, February 1, 2017 6 PM – 8 PM Location: TBD
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WORKSHOP 3 Wednesday, February 8, 2015 6 PM – 8 PM Location: TBD	WORKSHOP 4 (tentative) Wednesday, February 15, 2017 6 PM - 8 PM Location: TBD
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Workshop Conduct: The recommended approach to the format and agenda for the workshops is intended to provide a focused and productive opportunity for City of Oxnard representatives to present technical information, URAP members to interact and query, and members of the public to participate. This requires strong leadership to stay on topic and on-time while supporting a highly participatory process.

Prior to the first workshop, URAP members will receive a draft “Workshop Guidelines” document for consideration and discussion during Workshop 1, describing discussion process, meeting attendance expectations, a protocol for observers, media spokespersons, among other meeting parameters to ensure a streamlined process. Review and agreement on meeting guidelines will provide the basis for productive meetings culminating in feedback and recommendations to the City Council.

Summary and Findings: As part of each meeting, City staff will assemble all questions asked during the URAP discussions via the website or comments cards, and will update a “Frequently-Asked Questions” document. The document will be made available at each subsequent panel workshops and will be posted on the City’s website.

Following the third workshop, City staff will prepare an overall summary of the meeting series and participatory process, and the findings or outcomes of those meetings. The City will also prepare a recommended path forward regarding wastewater system improvements and cost recovery for committee discussion. This information will be provided to URAP members for discussion during the fourth workshop and subsequent development of a report to the City Council. The format of that report will be determined by the URAP. Upon completion of the report document, the URAP work will be complete and the panel will disband.



**UTILITY RATEPAYERS ADVISORY PANEL (URAP)
GENERAL INFORMATION, ELIGIBILITY, AND SELECTION CRITERIA**

URAP PURPOSE AND TERM

The purpose of the URAP is to engage parcel owners and utility ratepayers during an outreach period leading up to a notification to parcel owners of a potential wastewater rate increase and to serve as a conduit for parcel-owner/ratepayer input to the wastewater rate-setting process. The URAP will serve only for a limited term from the time of its selection leading up to the notification to ratepayers and property owners and until the public hearing on a potential wastewater rate increase proposal.

ELIGIBILITY CRITERIA

To be eligible for selection to the URAP, an individual must meet all of the following requirements.

1. Eighteen years of age.
2. A parcel owner in the City of Oxnard, utility ratepayer to the City of Oxnard, or representative of a business in the City of Oxnard.
3. Completed application on file with the City Manager's Office.

SELECTION CRITERIA

1. Level of knowledge of utilities management issues.
2. Level of understanding of the Oxnard community and its utilities.
3. Level of ability to represent one of the groups listed in the Representation Categories listed in the URAP Application Form.
4. Demonstrated willingness to cooperatively and constructively participate in an outreach capacity.
5. Ability to volunteer time to represent broad parcel owner, ratepayer, and community interests.
6. Level of previous community engagement and volunteerism.

UTILITY RATEPAYERS ADVISORY PANEL (URAP)

APPLICATION FORM



Instructions

Please complete the form in full and return it **by 5:00 p.m., January 10, 2017** to the City of Oxnard, City Manager's Office, Attn. James Vega, 300 West Third Street, Oxnard, CA 93030.

Personal Information

Name	
Street Address	
City ZIP Code	
Primary Phone	
Secondary Phone	
E-Mail Address	

Eligibility

Are you at least eighteen years of age?	Yes	☐	No	☐
Are you a parcel owner in the City of Oxnard or a ratepayer to the City of Oxnard Utilities Department?	Yes	☐	No	☐

Representation Categories

Please check all that apply for the type of representation you would provide on the URAP.

☐ Single Family Residential	☐ Business
☐ Fixed/Low-Income	☐ Commercial
☐ Senior	☐ Industrial
	☐ Agricultural
☐ Multi-family Residential	
☐ Fixed/Low-Income	
☐ Senior	
☐ Other (please describe here)	

URAP membership applications will be reviewed by a team designated by the City Manager. The URAP will be comprised of three (3) members representing Single Family Residential residents, one (1) member representing Multi-family Residential residents, and four (4) members representing the Business community.

Availability

Please confirm that you will be available to attend four (4) URAP outreach meetings in the evening on Wednesdays beginning January 25, 2017 to February 15, 2017.

PLEASE CHECK

☐ I confirm I will be available to attend URAP outreach meetings on the dates listed below.

- January 25, 2017
- February 1, 2017
- February 8, 2017
- February 15, 2017

If you are aware of being unavailable to attend any particular meeting, please cross out the date of the meeting.

Interest in Participation

Please describe your interest in participating in the URAP and how you would contribute to the URAP's purpose based on the selection criteria for membership.

Signature

Name (printed)	
Signature	
Date	

Conditions

ALL URAP APPLICATIONS SUBMITTED TO THE UTILITIES DEPARTMENT BECOME THE PROPERTY OF THE CITY AND ARE AVAILABLE FOR REVIEW BY THE PUBLIC ON REQUEST. IF YOU ARE SELECTED FOR THE URAP, YOU MAY BE REQUIRED TO FILE A STATEMENT OF ECONOMIC INTERESTS FORM UPON SELECTION.

Utility Ratepayers Advisory Panel (URAP) Applicant Selection Worksheet

J.3.c

Name of applicant: _____

Eligibility Criteria

____ 18 years of age.

____ A parcel owner in the City of Oxnard, utility ratepayer to the City of Oxnard, or representative of a business in the City of Oxnard.

____ Application on file by deadline.

Category

____ Single family residential ____ Multifamily residential ____ Business (Commercial, Industrial, Agriculture)

Subcategory ____ Fixed/Low income ____ Senior ____ Other _____

Selection Criteria	Scoring Criteria			Score	Comments
	1	2	3		
1. <u>Level of knowledge of utilities management issues:</u> - Former utility related employee or board member - Attendance at board meetings, e.g. United Water Conservation District Board Meetings, Fox Canyon Groundwater Management Agency Board Meetings, etc.	-Minimal experience or participation	-Informal experience or participation	-Formal experience, employment or education		
2. <u>Level of understanding of the Oxnard community and its utilities:</u> - Participation in Neighborhood Council, City Council, etc. - Attendance at task force or Council meetings, e.g. Oxnard Utilities Task Force, Oxnard City Council, etc.	-Minimal participation	-Occasional participation	-Frequent participation		
3. <u>Level of ability to represent one of the panel groups:</u> Staff or board member of an organization, e.g. homeowners association, business professional organization, agency representative, etc.	-Individual ratepayer, parcel owner or business representative	-Representative of 1 to 10 parcel owners or ratepayers	-Representative of more than 10 parcel owners or ratepayers		
4. <u>Demonstrated willingness to cooperatively and constructively participate in an outreach capacity:</u> Active involvement in Neighborhood Council or community organization outreach	-Minimal participation	-Occasional participation	-Frequent participation		
5. <u>Ability to volunteer time to represent parcel owner, ratepayer and community interest</u> Availability to attend scheduled meetings	-Not available for more than 1 meeting	-Not available for 1 meeting	-Available for all meetings		
6. <u>Level of previous community engagement and volunteerism:</u> Involvement in community organizations	-Minimal participation	-Occasional participation	-Frequent participation		

Comments: _____

Rater Name: _____ Rater Signature: _____ Date: _____

Draft Wastewater Rate Review Timeline

	Action Item	Date	End Date
1	City Council guidance to form URAP and start 218 process	12/20/2016	
2	City Council to adopt contract for cost of service study	12/20/2016	
3	Complete URAP charter	12/21/2016	
4	URAP outreach: panel application period begins	12/21/2016	01/10/2017
5	Public input	01/01/2017	01/31/2017
6	URAP application deadline	01/10/2017	
7	URAP members selection	01/17/2017	
8	UTF special meeting	01/17/2017	
9	URAP member notification	01/18/2017	
10	City Council update of URAP process	01/24/2017	
11	1 st URAP meeting	01/25/2017	
12	Public tour of wastewater facility	01/26/2017	
13	Public tour of wastewater facility	01/28/2017	
14	CAFR complete	01/31/2017	
15	2 nd URAP meeting	02/01/2017	
16	Draft of cost of service study	02/07/2017	
17	3 rd URAP meeting	02/08/2017	
18	Final cost of service study	02/10/2017	
19	4 th URAP meeting (tentative)	02/15/2017	
20	City Council to approve Proposition 218 notice	03/07/2017	
21	Prepare file list of property owners and wastewater customers	03/08/2017	
22	Printing and mailing of Proposition 218 notice	03/08/2017	03/29/2017
23	45 Day Notice period	03/30/2017	05/14/2017
24	1 st Public Hearing	05/16/2017	
25	2 nd Public Hearing	05/23/2017	
26	30 day waiting period	05/24/2017	06/23/2017
27	Utility billing programming	06/24/2017	06/30/2017
28	NEW RATES IMPLEMENTED	07/01/2017	