

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 City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Agenda reports are also 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 15, 2020
Closed Session - 5:30 PM
Regular Meeting - 6:00 PM

This meeting is held pursuant to the State Emergency Services Act, the Governor's Emergency Declaration, and Governor's Executive Order N-29-20 to allow members of the City Council or staff to participate via teleconference.

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from home on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than 3:00 p.m. on the day of the meeting. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than 3:00 p.m. on the day of the meeting. Use the form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

A. ROLL CALL, POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council, Financing Authority, Housing Authority, Successor Agency.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (5:30 PM)

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(2))

Based on existing facts and circumstances, there is significant exposure to litigation against the City in one potential case.

Legislative Body: City Council

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

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.

Agenda Item time estimates: (Staff Presentation / Council Discussion / Public Comment)

E. RECOGNITION OF DEPARTING OFFICIALS, INSTALLATION OF NEWLY ELECTED OFFICIALS

1. City Manager Department

SUBJECT: Recognition of Outgoing Elected Officials. (10/10/10)

RECOMMENDATION: That the City Council:

1. Adopt a resolution honoring Mayor Tim Flynn's service on the City Council;
2. Adopt a resolution honoring Mayor Pro Tem Carmen Ramirez's service on the City Council; and
3. Adopt a resolution honoring Michelle Ascencion's service as City Clerk.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

2. City Clerk Department

SUBJECT: Declare Results of the Canvass of Returns of the November 3, 2020 General Municipal Election and Administer the Oath of Office. (5/10/10)

RECOMMENDATION: That the City Council:

1. Adopt a resolution declaring the results of the canvass of returns of the November 3, 2020 General Municipal Election in the City of Oxnard;
2. Authorize the City Clerk to administer the oath of office to the newly elected officers, followed by remarks from the City Treasurer, City Clerk, Councilmembers, and Mayor.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. Speaker requests shall be submitted as set forth on the first page of this agenda. Based on the number of speaker requests 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. 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.

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

1. City Manager Department

SUBJECT: COVID-19 Update from Director of Emergency Services. (10/5/5)

RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

Legislative Body: City Council

Contact: Alexander Nguyen, (805) 385-7430

H. 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.

1. City Attorney Department

SUBJECT: Selection of Mayor Pro Tem. (5/5/5)

RECOMMENDATION: That City Council, pursuant to Government Code sections 34905 and 36801, select a Mayor Pro Tem to serve in the event of the Mayor's absence.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

I. REVIEW OF INFORMATION/CONSENT AGENDA

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

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

K. INFORMATION/CONSENT AGENDA

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the December 1, 2020 regular meeting as presented.

Legislative Body: City Council

Contact: Michelle Ascencion, (805) 385-7805

2. City Manager Department

SUBJECT: 2021 Meeting Schedule for Legislative Bodies.

RECOMMENDATION: That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority approve the proposed meeting dates for the calendar year 2021.

Legislative Body: City Council, Financing Authority, Housing Authority Board, Successor Agency

Contact: Alexander Nguyen, (805) 385-7430

3. City Attorney Department

SUBJECT: Measure E Transactions and Use Tax Implementation.

RECOMMENDATION: That the City Council:

1. Adopt a resolution approving and authorizing the Mayor to execute the Agreement for Preparation

to Administer and Operate City's Transactions and Use Tax Ordinance (A-8277) and the Agreement for State Administration of City Transactions and Use Taxes (A-8278) with the California Department of Tax and Fee Administration (CDTFA); and

2. Adopt a Resolution Authorizing the Examination of Transactions (Sales) and Use Tax Records.

Legislative Body: City Council

Contact: Stephen Fischer, (805) 385-7483

4. Community Development Department

SUBJECT: Update and Six-Month Extension of Agreement Between the City and Oxnard Downtown Management District (ODMD).

RECOMMENDATION: That the City Council:

1. Receive an update on the efforts to strengthen the Downtown Oxnard Property Based Improvement District; and

2. Approve an extension and amendments to Agreement No. 4192-07-CD (Fifth Amendment) with the Oxnard Downtown Management District, Inc. to extend services to a maximum date of June 30, 2021 and provide for additional ODMD Board appointments.

(Housing and Economic Development Committee approved 3-0)

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

5. Community Development Department

SUBJECT: Planning and Zoning Permit No. 18-300-09 (Final Map for 18-300-09) for the 700 Block of Doris Avenue Subdivision. Filed by James Rasmussen for Rasmussen Living Trust, LLC, 26500 West Agoura Rd. #652, CA 91392.

RECOMMENDATION: That the City Council:

1. Accept Final Map 18-300-09 for the 700 Block of Doris Avenue Subdivision;

2. Receive and file a "Notice of Pending Approval" for Tract Map 18-300-09 by the Interim Community Development Director including signature of "City Council's Certificate" on the title sheet.

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

6. Community Development Department

SUBJECT: Second Reading and Adoption of Ordinance No. 2994 - Amendment to Chapter 11, Article XVII of the Oxnard City Code (OCC) Pertaining to Commercial Cannabis Regulations, Repeal of Chapter 11, Article XV of the OCC Pertaining to Medical Cannabis Delivery, and Repeal of Chapter 7, Article XVI of the OCC Pertaining to Cannabis and Medical Cannabis Activities.

RECOMMENDATION: That the City Council:

1. Adopt Ordinance No. 2994 (by title only, waiving further reading) that:

A. Repeals and readopts Chapter 11, Article XVII of the Oxnard City Code (Oxnard City Code Sections 11-450 to 11-496) regarding Commercial Cannabis Regulations;

B. Repeals Chapter 11, Article XV of the Oxnard City Code (Oxnard City Code Section 11-390 to 11-403) regarding medical cannabis delivery; and

C. Repeals Chapter 7, Article XVI of the Oxnard City Code (Oxnard City Code Sections 7-280 to 7-285) regarding cannabis and medical cannabis activities.

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

7. Community Development Department

SUBJECT: Seventh Amendment to Agreement No. 7748-17-FN with HdL Companies for Cannabis Management Services.

RECOMMENDATION: 1. Approve and authorize the Mayor to execute the Seventh Amendment to Agreement No. 7748-17-FN with Hinderliter, de Llamas and Associates (“HdL”) to extend the term and increase the amount of the Agreement, which provides for Sales Tax and Economic Analysis, Allocation Audit and Recovery, and Cannabis Fiscal Analysis and Taxation Strategies consulting services, from \$791,593 to \$988,893; and

2. Approve the budget appropriation of \$197,300 for the Seventh Amendment to Agreement No. 7748-17-FN with Hinderliter, de Llamas and Associates, which is recoverable through the Cannabis Business Permit Fee and does not impact fund balance.

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

8. Community Development Department

SUBJECT: Planning and Zoning Permit No. 20-300-05 (Final Tract Map for Tract No. 5968-2 for Condominium Purposes) Associated with Planning and Zoning Permit No. 15-300-06 for Wagon Wheel “The Village” Specific Plan. Filed by Corey Harpole, Oxnard CRFL Partners, LLC, 64 Maxwell, Irvine, California 92618.

RECOMMENDATION: That the City Council:

1. Accept Final Map 5968-2 for condominium purposes associated with PZ 15-300-06 Tentative Tract Map No. 5968 of The Village Specific Plan.

2. Receive and file a “Notice of Pending Approval” for Final Map for Tract 5968-2 by the Interim Community Development Director including signature of “City Council’s Certificate” on the title sheet.

Legislative Body: City Council

Contact: Jeff Pengilley, (805) 385-8208

9. Housing Department

SUBJECT: Appropriation of \$744,209 of Permanent Local Housing Allocation (PLHA) fund for the purpose of supporting the cost of Agreement A-8194 for Fiscal Year 2020-21 shelter and navigation center operations.

RECOMMENDATION: That the City Council recognize and appropriate the Permanent Local Housing Allocation (PLHA) funds awarded by the California Department of Housing and Community Development (HCD) in the amount of \$744,209 to operate and support the City's Homeless Shelter on K- Street (outlined as Activity 3 - Project 215102).

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

10. Housing Department

SUBJECT: Conditional Approval of HOME Program Funding for Cabrillo Economic Development Corporation for the Etting Road Affordable Housing Development.

RECOMMENDATION: That the City Council adopt a resolution granting conditional approval to the Oxnard Housing Department to provide gap financing to Cabrillo Economic Development Corporation in the amount of \$1,000,000 using federal HOME Investments Partnership Program funds for construction of a multi-family affordable housing development project, known as the Etting

Road Apartments, consisting of forty-one affordable rental units and one manager's unit.

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

11. Police Department

SUBJECT: Federal and State Asset Forfeiture Funds.

RECOMMENDATION: That City Council approve a special budget appropriation in the amount of \$115,000 for the use of Federal (\$91,000) and State (\$24,000) asset forfeiture funds allocated to the City of Oxnard's Police Department. (Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

12. Police Department

SUBJECT: Supplemental Law Enforcement Services Fund (SLESF).

RECOMMENDATION: That the City Council:

1. Recognize \$313,465 in grant revenue from the State Supplemental Law Enforcement Services Fund (SLESF) for Citizens Option for Public Safety (COPS) Program;
2. Approve a budget appropriation in the amount of \$313,465 to support the Police Department's body worn camera deployment; and
3. Authorize the Chief Financial Officer or designee to approve additional budget appropriations if awarded.

(Public Safety Committee approved 3-0)

Legislative Body: City Council

Contact: Scott Whitney, (805) 385-7624

13. Public Works Department

SUBJECT: Agreement for Landscape Maintenance Services for Westport Community Facilities District (CFD) 2.

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8244 with Garcia's Landscape Maintenance Inc. in the amount of \$686,592 for a three-year term ending December 31, 2023 for landscape maintenance services for Westport CFD 2; and
2. Authorize the City Manager to approve a budget appropriation in the amount of \$21,788 from available fund balance in the Westport CFD 2 Fund 175.

(Public Works and Transportation Committee approved 2-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

L. PUBLIC HEARINGS

1. Housing Department

SUBJECT: Consolidated Annual Performance and Evaluation Report for Fiscal Year 2019-20.
(10/5/5)

RECOMMENDATION: That the City Council:

1. Conduct a public hearing to receive comments from the public relating to Consolidated Annual

Performance and Evaluation Report for Fiscal Year 2019-20 to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development; and
2. Approve the City of Oxnard's Consolidated Annual Performance and Evaluation Report for FY2019-20.

(Housing and Economic Development Committee approved 3-0)

Legislative Body: City Council

Contact: Emilio Ramirez, (805) 385-8094

M. REPORTS

1. Finance Department

SUBJECT: Amendment to the Existing City Debt Policies. (5/5/5)

RECOMMENDATION: That the City Council:

1. Receive a presentation on an amendment to the existing City Debt Policies; and
2. Adopt a resolution amending the existing City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance.

(Finance and Governance Committee approved 3-0)

Legislative Body: City Council

Contact: Kevin Riper, (805) 385-7475

2. Public Works Department

SUBJECT: Award Agreement A-8248 to MIG Inc., for Landscape Architecture and Engineering Design Services for Campus Park Activation Project PW 20-95. (5/5/5)

RECOMMENDATION: That the City Council award and authorize the Mayor to execute Agreement A-8248 with MIG Inc., in an amount of \$1,099,938.75 for Landscape Architecture and Engineering Design Services for the Campus Park Activation Project PW 20-95 (Project No. 215701).

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

3. Public Works Department

SUBJECT: Public Works Department Additional Full-time Equivalent Positions and Position Reclassifications. (10/10/5)

RECOMMENDATION: That the City Council, in order to meet staffing requirements for purposes including Council approved projects, regulatory compliance, improved customer service, and employee safety:

1. Adopt a Resolution to amend Resolution No. 15,357 authorizing an additional 23 full-time equivalent positions and reclassifying eight (8) full-time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations;
2. Adopt a Resolution to amend Resolution No. 15,358 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations; and
3. Authorize the City Manager to approve a budget appropriation in the amount of \$638,619 for FY 2020-21 with an annual fiscal impact of \$2,595,881 within the General Fund, Stormwater Fund, Landscape Maintenance District Fund, State Gas Tax Fund, Transportation Development Act Fund, Water Operating Fund, Wastewater Collections Fund, Wastewater Treatment Fund, and Solid Waste Operating Fund.

(Public Works and Transportation Committee approved 2-0)

Legislative Body: City Council

Contact: Rosemarie Gaglione, (805) 385-8055

N. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

O. CLOSED SESSION

1. SUBJECT: CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: City of Oxnard v. Starr
Ventura County Superior Court Case No. 56-2020-00539039-CU-MC-VTA
Legislative Body: City Council
2. SUBJECT: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION (Government Code section 54956.9(d)(4))
Based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.
Legislative Body: City Council

P. ADJOURNMENT

CITY COUNCIL OF THE CITY OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 COMMENDING TIM FLYNN FOR FOURTEEN YEARS OF DEDICATED
 PUBLIC SERVICE AS A MEMBER OF THE OXNARD CITY COUNCIL

WHEREAS, Tim Flynn was first elected to the Oxnard City Council from 2004 through 2008, and was re-elected in 2010; and

WHEREAS, Tim Flynn has faithfully served the residents and businesses of the Oxnard community as Mayor since he was elected in November 2012; and

WHEREAS, Tim Flynn has distinguished himself as a valued leader who consistently brought a high level of enthusiasm and energy to the Office of the Mayor, and who has worked many long hours on behalf of the residents of Oxnard; and

WHEREAS, Tim Flynn has been active in local government and has contributed greatly to the City as a member of the Oxnard Housing Authority, Redevelopment Agency, and numerous boards, commissions and committees including: Chairing the Oxnard Successor Agency Oversight Board, Fiscal Policy Task Force, Transportation Committee; as well as serving on the boards of the Oxnard Airport Authority; Ventura Council of Governments; Ventura Regional Sanitation District; Oxnard Plain/RiverPark Reclamation and Recharge Joint Powers Authority; Ventura County Regional Energy Alliance; and co-chaired the Graffiti Task Force; and

WHEREAS, Tim Flynn has helped bring to fruition numerous projects such as Seabridge, The Collection at RiverPark, the GREAT Program and the Advanced Water Purification Facility, and the Rice/Highway 101 Interchange Improvement Project; and

WHEREAS, Tim Flynn was instrumental in implementing the graffiti action program that is a model for other cities in the county; and

WHEREAS, Tim Flynn advocated for the takeover of the City's Del Norte Regional and Recycling Center, saving \$2.5 million dollars annually; and

WHEREAS, Tim Flynn contributed to easing traffic congestion in Oxnard through the City's Intelligent Traffic Systems (ITS) that synchronized traffic signals; and

WHEREAS, Tim Flynn was instrumental in achieving a fiber optic master plan and infrastructure for high-speed internet; and

WHEREAS, Tim Flynn tackled pension reform to have members pay their fair share of the pension cost; promoted and achieved a more rigorous decision-making process through the City's Council Committee system; spearheaded the restoration of financial transparency, integrity and honesty of Oxnard's finances; and

WHEREAS, Tim Flynn initiated the response to Amazon's HQ2 headquarters process, which created the opportunity to open a fulfillment center offering 1,500 jobs in Oxnard; and

WHEREAS, Tim Flynn created of the Safe Homes, Safe Families Program which encourages the availability of safe and healthy living environments for Oxnard residents.

Resolution No.

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NOW, THEREFORE, I, Carmen Ramírez, Mayor Pro Tem of the City of Oxnard do hereby resolve to commend, recognize and extend its gratitude to Tim Flynn for fourteen years of dedicated public service and his significant leadership role as Mayor of the City of Oxnard striving to create “clean, safe, attractive, and prosperous neighborhoods” for the Oxnard community for the betterment of present and future generations.

PASSED AND ADOPTED this 15th day of December, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Carmen Ramírez, Mayor Pro Tem

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
COMMENDING CARMEN RAMÍREZ FOR TEN YEARS OF DEDICATED
PUBLIC SERVICE AS A MEMBER OF THE OXNARD CITY COUNCIL

WHEREAS, Carmen Ramírez has faithfully served the residents and businesses of the Oxnard community as a Councilmember on the City Council since she was elected in 2010 and served as Mayor Pro Tem since 2012; and

WHEREAS, Carmen Ramírez has distinguished herself as a valued leader who consistently brought a high level of enthusiasm and energy to her office, and who has worked many long hours on behalf of the residents of Oxnard; and

WHEREAS, Carmen Ramírez has been active in local government and has contributed greatly to the City as a member of the Oxnard Housing Authority, Redevelopment Agency, and numerous boards, commissions and committees including: Cultural Arts Committee and Transportation Committee; as well as serving on the boards of the Beach Erosion Authority for Control of Operation and Nourishment; Carnegie Art Museum Cornerstones Board of Directors; Las Cortes Housing Development Corporation; Ormond Beach Property Oversight Ad Hoc Committee; Performing Arts Center Corporation; Southern California Association of Governments; Ventura County Air Pollution Control District; Ventura County Animal Regulation Commission; and Ventura County Regional Energy Alliance; Clean Power Alliance; and served as Vice-Chair of the Economic Development Collaborative – Ventura County; and

WHEREAS, Carmen Ramírez has been instrumental in advancing social justice, responsible economic growth and environmental sustainability in our City; and

WHEREAS, Carmen Ramírez was a strong advocate in the successful efforts to defeat the proposed Cabrillo Port Liquefied Natural Gas Terminal off of Oxnard's coast in 2007 and continues to advocate for industries and projects that improve the quality of life for lower socioeconomic communities; and

WHEREAS, Carmen Ramírez has led the efforts with the State Coastal Conservancy and The Nature Conservancy for the acquisition and restoration of Ormond Beach; and

WHEREAS, Carmen Ramírez has been working towards solutions to address homelessness in Oxnard; and

WHEREAS, Carmen Ramírez was instrumental in the creation of the Clean Power Alliance, providing Oxnard residents with the option of purchasing alternative electrical service.

Resolution No.
Page 2

NOW, THEREFORE, I, Tim Flynn, Mayor of the City of Oxnard do hereby resolve to commend, recognize and extend its gratitude to Carmen Ramírez for ten years of dedicated public service and her significant leadership role in enriching the Oxnard community for the betterment of present and future generations.

PASSED AND ADOPTED this 15th day of December, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD COMMENDING
MICHELLE KRISTINA ASCENCION FOR FOUR YEARS OF DEDICATED PUBLIC SERVICE
AS OXNARD CITY CLERK

WHEREAS, Michelle Ascencion began her public service career in 2006 with the City of Port Hueneme and then served at the Ventura Regional Sanitation District before being elected as City Clerk of Oxnard in 2016, previously obtaining her Certified Municipal Clerk designation from the International Institute of Municipal Clerks in 2009; and

WHEREAS, City Clerk Ascencion has distinguished herself as a valued leader who consistently brought a high level of enthusiasm, energy, and experience to the Office of the City Clerk, and provided exceptional expertise in the areas of agendas, minutes, and meeting management; municipal elections; Political Reform Act compliance; Citizen Advisory Groups; records management and Public Records Act requests; and modern best practices in the art of municipal clerking; and

WHEREAS, City Clerk Ascencion successfully spearheaded and executed a smooth and uncontested petition-driven special recall election on May 1, 2018, involving four of the five council members and 14 candidates, requiring the designation of 23 polling places throughout the city; recruiting nearly 100 poll workers and mobilizing nearly 50 volunteers; and

WHEREAS, City Clerk Ascencion was a critical component of the first-ever Oxnard council district formation process in 2018, conducting extensive community education/outreach and overseeing the first by-district election which included the expansion of the City Council; and

WHEREAS, City Clerk Ascencion's successful four year term in office also included conducting two Prop. 218 elections and one general election; the development and execution of the city's Sunshine Ordinance and council committee system to increase transparency; implementing new software programs for agenda management, Fair Political Practiced Commission filings, electronic voting/speaker management system, and Public Records Act requests; developing and updating various processes for internal/interdepartmental functions to increase efficiency; and serving as the District 12 Regional Director for the City Clerks Association of California; and

WHEREAS, upon completion of her term as City Clerk, Mrs. Ascencion will continue her public service career at the County of Ventura Clerk-Recorder's Office beginning in January 2021.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Michelle Ascencion for four years of service as the Oxnard City Clerk, and extends best wishes for success in all her future endeavors.

PASSED AND ADOPTED this 15th day of December, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
RECOGNITION OF DEPARTING OFFICIALS,
INSTALLATION OF NEWLY ELECTED OFFICIALS
AGENDA ITEM NO. E.2

DATE: December 15, 2020

TO: City Council

FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org

SUBJECT: Declare Results of the Canvass of Returns of the November 3, 2020 General Municipal Election and Administer the Oath of Office. (5/10/10)

RECOMMENDATION

That the City Council:

1. Adopt a resolution declaring the results of the canvass of returns of the November 3, 2020 General Municipal Election in the City of Oxnard;
2. Authorize the City Clerk to administer the oath of office to the newly elected officers, followed by remarks from the City Treasurer, City Clerk, Councilmembers, and Mayor.

BACKGROUND

The City Council adopted the following resolutions in preparation for the November 3, 2020 election:

- Resolution No. 15,334 (June 2, 2020) – calling the election of the Mayor, City Council Districts 3, 4, and 6, City Clerk, and City Treasurer, and consolidating the election with the County of Ventura;
- Resolution No. 15,363 (July 7, 2020) – to authorize a 1½ cent transaction and use tax (“Measure E”);
- Resolution No. 15,296 (January 15, 2020) – to authorize expedited processing of certain city-issued development permits (“Measure F”);
- Resolution No. 15,366 (July 17, 2020) – to authorize expansion of duties of the elected City Treasurer by combining the positions of the City Treasurer and the Director of Finance (“Measure L”);
- Resolution No. 15,367 (July 17, 2020) – to authorize new requirements regarding the way in which City Council meetings, council committees, and other city legislative bodies are run (“Measure M”); and
- Resolution No. 15,368 (July 17, 2020) – to authorize early termination of the 2008 Measure O sales tax if specific pavement standards for city streets and alleys are not met (“Measure N”).

The final official canvass shows that John C. Zaragoza was the successful candidate for Mayor, Oscar Madrigal for Council District 3, Bryan MacDonald for Council District 4, Vianey Lopez for Council District 6, Rose Chaparro for City Clerk, and Phillip S. Molina for City Treasurer. Ballot measures E, F, M, and N were each approved by the requisite majority of votes cast, while Measure L failed.

The County Clerk certified the election on November 30, 2020 and the Board of Supervisors is anticipated to approve the results at its December 15, 2020 meeting.

The Certificates of Election Results are attached to the proposed resolution. This all-mail ballot election resulted in an impressive 85.91% voter turnout countywide.

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

Adoption of the resolution carries no fiscal impact. Final costs for the General Election have not yet been fully calculated.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Resolution Certifying Nov2020 General Election
2. Exhibit A Certifications from County Clerk
3. Ord 2990 Measure E
4. Ord 2991 Measure F
5. Ord 2992 Measure M
6. Ord 2993 Measure N

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
DECLARING THE RESULTS OF THE CANVASS OF THE GENERAL
ELECTION RETURNS FROM THE GENERAL MUNICIPAL ELECTION
HELD ON NOVEMBER 3, 2020

WHEREAS, the City Council of the City of Oxnard called for a general municipal election in the City of Oxnard on November 3, 2020, to elect a Mayor for a term of four years, a Councilmember for Council District 3 for a term of four years, a Councilmember for Council District 4 for a term of four years, a Councilmember for Council District 6 for a term of four years, a City Clerk for a term of four years, and a City Treasurer for a term of four years; and

WHEREAS, the City Council of the City of Oxnard called for an election of five ballot measures (Measures E, F, L, M, and N) for the November 3, 2020 General Municipal Election; and

WHEREAS, notice of the election was duly given in the time, form, and manner provided by law, and the election was held on the above date, and the votes cast were canvassed and the returns thereof made at the time and in the manner and form provided by law; and

WHEREAS, on this 15th day of December, 2020, the City Council duly assembled at its usual place of meeting and received the certification of the election from the County Clerk.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve:

1. That a general municipal election was held on November 3, 2020, and that the Vote By Mail and in-person ballots cast were duly canvassed in the form and in the manner required by law.

2. That this City Council has reviewed the canvass of the returns of the election and from the returns it appears, and this City Council finds, that the whole number of votes cast in the City of Oxnard in the election, the names of the persons voted for and for what office each person was voted for, the number of votes cast for each person, and the total number of votes given to each measure, are as shown on Exhibit "A", attached hereto and incorporated herein by this reference.

3. That John C. Zaragoza received the highest number of votes for the office of Mayor and is hereby declared to be elected.

4. That Oscar Madrigal received the highest number of votes for the office of Councilmember for Council District 3 and is hereby declared to be elected.

5. That Bryan MacDonald received the highest number of votes for the office of Councilmember for Council District 4 and is hereby declared to be elected.

6. That Vianey Lopez received the highest number of votes for the office of Councilmember for Council District 6 and is hereby declared to be elected.

7. That more than 50% of the votes cast for Measure E were in favor of the measure and it is hereby declared to be passed (Ordinance No. 2990).

8. That more than 50% of the votes cast for Measure F were in favor of the measure and it is hereby declared to be passed (Ordinance No. 2991).

9. That more than 50% of the votes cast for Measure M were in favor of the measure and it is hereby declared to be passed (Ordinance No. 2992).

10. That more than 50% of the votes cast for Measure N were in favor of the measure and it is hereby declared to be passed (Ordinance No. 2993).

11. That less than 50% of the votes cast for Measure L were in favor of the measure and it therefore failed.

PASSED AND ADOPTED this 15th day of December, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

EXHIBIT A

CERTIFICATE OF THE COUNTY CLERK
(Elections Code Section 15372 (a) and 10264)

City of Oxnard
General Municipal Election
November 3, 2020

State of California }
County of Ventura } **SS.**

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the attached is a true and correct Canvass of the Votes Cast for all the candidates for the office of one Mayor at the City of Oxnard General Municipal Election consolidated with the Presidential General Election held on November 3, 2020.

I further certify that the total ballots cast at the City of Oxnard General Municipal Election are as follows:

65,730

I further certify that the total votes cast for the one office of Mayor are as follows:

<u>MAYOR</u>	<u>TOTAL VOTE</u>
JOHN C. ZARAGOZA	41,512
DEIRDRE FRANK	13,167
RICHARD E. LINARES	11,051

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this 30th day of November 2020.


MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

CERTIFICATE OF THE COUNTY CLERK
(Elections Code Section 15372 (a) and 10264)

City of Oxnard
General Municipal Election
November 3, 2020

State of California }
County of Ventura } **SS.**

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the attached is a true and correct Canvass of the Votes Cast for all the candidates for the office of Member of City Council, District 3 at the City of Oxnard General Municipal Election consolidated with the Presidential General Election held on November 3, 2020.

I further certify that the total ballots cast at the City of Oxnard, District 3 Election are as follows:

10,769

I further certify that the total votes cast for the one office of Member of the City Council, District 3 are as follows:

<u>MEMBER OF THE CITY COUNCIL</u>	<u>TOTAL VOTE</u>
OSCAR MADRIGAL	4,860
AARON STARR	3,449
RONALD ARRUEJO	2,460

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of November 2020.



MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

CERTIFICATE OF THE COUNTY CLERK
(Elections Code Section 15372 (a) and 10264)

City of Oxnard
General Municipal Election
November 3, 2020

State of California
County of Ventura

} **SS.**

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the attached is a true and correct Canvass of the Votes Cast for all the candidates for the office of Member of City Council, District 4 at the City of Oxnard General Municipal Election consolidated with the Presidential General Election held on November 3, 2020.

I further certify that the total ballots cast at the City of Oxnard, District 4 Election are as follows:

8,345

I further certify that the total votes cast for the one office of Member of the City Council, District 4 are as follows:

<u>MEMBER OF CITY COUNCIL</u>	<u>TOTAL VOTE</u>
BRYAN MACDONALD	2,827
SAUL MEDINA	2,372
LUCY CARTAGENA	1,840
JACK VILLA	903
EFRAIN JIMENEZ II	403

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal
this 30th day of November 2020.

MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

CERTIFICATE OF THE COUNTY CLERK
(Elections Code Section 15372 (a) and 10264)

City of Oxnard
General Municipal Election
November 3, 2020

State of California }
County of Ventura } **SS.**

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the attached is a true and correct Canvass of the Votes Cast for all the candidates for the one office of Member of City Council, District 6 at the City of Oxnard General Municipal Election consolidated with the Presidential General Election held on November 3, 2020.

I further certify that the total ballots cast at the City of Oxnard, District 6 Election are as follows:

7,571

I further certify that the total votes cast for the one office of Member of the City Council, District 6 are as follows:

<u>MEMBER OF CITY COUNCIL</u>	<u>TOTAL VOTE</u>
VIANEY LOPEZ	3,654
CAROLINA GALLARDO-MAGAÑA	2,147
KARLA ALEJANDRA RAMIREZ	1,770

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of November 2020.

MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

CERTIFICATE OF THE COUNTY CLERK
(Elections Code Section 15372 (a) and 10264)

City of Oxnard
General Municipal Election
November 3, 2020

State of California }
County of Ventura } **SS.**

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the attached is a true and correct Canvass of the Votes Cast for all the candidates for the one office of City Clerk at the City of Oxnard General Municipal Election consolidated with the Presidential General Election held on November 3, 2020.

I further certify that the total ballots cast at the City of Oxnard General Municipal Election are as follows:

56,037

I further certify that the total votes cast for the one office of City Clerk are as follows:

<u>CITY CLERK</u>	<u>TOTAL VOTE</u>
ROSE CHAPARRO	56,037

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of November 2020.


MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

CERTIFICATE OF THE COUNTY CLERK
(Elections Code Section 15372 (a) and 10264)

City of Oxnard
General Municipal Election
November 3, 2020

State of California
County of Ventura

} **SS.**

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the attached is a true and correct Canvass of the Votes Cast for all the candidates for the one office of City Treasurer at the City of Oxnard General Municipal Election consolidated with the Presidential General Election held on November 3, 2020.

I further certify that the total ballots cast at the City of Oxnard General Municipal Election are as follows:

61,990

I further certify that the total votes cast for the one office of City Treasurer are as follows:

<u>CITY TREASURER</u>	<u>TOTAL VOTE</u>
PHILLIP S. MOLINA	38,940
JAMES J. ARAGON	23,050

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of November 2020.


MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

CERTIFICATE OF THE COUNTY CLERK
(Elections Code Sections 15372 (a) and 10264)

**City of Oxnard
General Municipal Election
Measure "E"**

November 3, 2020

**State of California }
County of Ventura } SS.**

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the following is a true and correct Canvass of the Ballots Cast for and against Measure "E" for the City of Oxnard General Municipal Election consolidated with the Presidential General Election held on November 3, 2020.

I certify that the total ballots cast at the City of Oxnard General Municipal Election are as follows:

67,128

I further certify that the total votes cast on Measure "E" are as follows:

MEASURE "E"

YES	36,197
NO	30,931

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of November 2020.



MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

CERTIFICATE OF THE COUNTY CLERK
(Elections Code Sections 15372 (a) and 10264)

**City of Oxnard
General Municipal Election
Measure "F"**

November 3, 2020

**State of California }
County of Ventura } SS.**

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the following is a true and correct Canvass of the Ballots Cast for and against Measure "F" for the City of Oxnard General Municipal Election consolidated with the Presidential General Election held on November 3, 2020.

I certify that the total ballots cast at the City of Oxnard General Municipal Election are as follows:

65,562

I further certify that the total votes cast on Measure "F" are as follows:

MEASURE "F"

YES	33,248
NO	32,314

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of November 2020.



MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

CERTIFICATE OF THE COUNTY CLERK
(Elections Code Sections 15372 (a) and 10264)

**City of Oxnard
General Municipal Election
Measure "L"**

November 3, 2020

**State of California
County of Ventura**

}

SS.

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the following is a true and correct Canvass of the Ballots Cast for and against Measure "L" for the City of Oxnard General Municipal Election consolidated with the Presidential General Election held on November 3, 2020.

I certify that the total ballots cast at the City of Oxnard General Municipal Election are as follows:

64,636

I further certify that the total votes cast on Measure "L" are as follows:

MEASURE "L"

YES	24,774
NO	39,862

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of November 2020.



MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

CERTIFICATE OF THE COUNTY CLERK
(Elections Code Sections 15372 (a) and 10264)

**City of Oxnard
General Municipal Election
Measure "M"**

November 3, 2020

**State of California }
County of Ventura } SS.**

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the following is a true and correct Canvass of the Ballots Cast for and against Measure "M" for the City of Oxnard General Municipal Election consolidated with the Presidential General Election held on November 3, 2020.

I certify that the total ballots cast at the City of Oxnard General Municipal Election are as follows:

63,867

I further certify that the total votes cast on Measure "M" are as follows:

MEASURE "M"

YES	36,549
NO	27,318

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of November 2020.



MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

CERTIFICATE OF THE COUNTY CLERK
(Elections Code Sections 15372 (a) and 10264)

**City of Oxnard
General Municipal Election
Measure "N"**

November 3, 2020

**State of California
County of Ventura**

}

SS.

I, **MARK A. LUNN**, Clerk-Recorder, Registrar of Voters of the County of Ventura, State of California, do hereby certify that the following is a true and correct Canvass of the Ballots Cast for and against Measure "N" for the City of Oxnard General Municipal Election consolidated with the Presidential General Election held on November 3, 2020.

I certify that the total ballots cast at the City of Oxnard General Municipal Election are as follows:

64,707

I further certify that the total votes cast on Measure "N" are as follows:

MEASURE "N"

YES	33,492
NO	31,215

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of November 2020.



MARK A. LUNN, CERA, REO
Clerk-Recorder, Registrar of Voters
County of Ventura

ORDINANCE NO. 2990

AN ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, IMPOSING A 1½ CENT TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION (CITY OF OXNARD 911 SAFETY, MEDICAL RESPONSE, FISCAL RECOVERY AND ACCOUNTABILITY MEASURE)

THE PEOPLE OF THE CITY OF OXNARD DO HEREBY ORDAIN AS FOLLOWS:

Section 1. Article VII is hereby added to Chapter 13 of the Oxnard City Code to read as follows:

“ARTICLE VII. City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure

Section 13-100. SHORT TITLE. This Ordinance (Article VII of Chapter 13 of the Oxnard City Code) shall be known as the “City of Oxnard 911 Safety, Medical Response, Financial Recovery and Accountability Measure”. This Ordinance imposes a new transactions and use tax within the incorporated territory of the City.

Section 13-101. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

Section 13-102. PURPOSE. This Ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

(A) To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2, authorizing the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

(B) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

(C) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

(D) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

Section 13-103. CONTRACT WITH STATE. Prior to the Operative Date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 13-104. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one and one-half cents (1.50¢) per dollar of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of this Ordinance.

Section 13-105. PLACE OF SALE. For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the State sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

Section 13-106. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the Operative Date of this Ordinance for storage, use or other consumption in said City at the rate of one and one-half cents (1.50¢) per dollar of the sales price of the property.

Section 13-107. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

Section 13-108. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

(A) Wherever the State of California is named or referred to as the taxing agency, the name of the City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California.

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the State under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

(B) The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the City" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the state by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). That retailer shall be required to collect use tax on the sale of tangible personal property delivered to an address in the City. For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the Internal Revenue Code and the regulations thereunder.

Section 13-109. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

Section 13-110. EXEMPTIONS AND EXCLUSIONS.

(A) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any State-administered transactions or use tax.

(B) There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

- a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

- b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this subdivision (B), the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

(C) There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any State-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Revenue and Taxation Code Sections 6366 and 6366.1.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this Ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of this Ordinance, in which case the tax rate shall be the rate in effect in the City prior to the Operative Date of this Ordinance.

5. For the purposes of subparagraphs (3) and (4) of this subdivision (C), storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7) of this subdivision (C), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

(D) Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Section 13-111. AMENDMENTS. All amendments subsequent to the effective date of this Ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become adopted and part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance. The City Council may amend this Ordinance as deemed necessary for collection and enforcement, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

Section 13-112. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 13-113. AUDIT AND REVIEW. The proceeds of the tax imposed by this Ordinance, well as the expenditure thereof, shall be audited annually by an independent accounting firm as part of the City's annual audit. The City Council shall discuss the results of such audit at a meeting of the City Council that is open to the public and the audit results shall be posted on the City's website."

Section 2. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The People of the City of Oxnard hereby declare that they would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intend that the invalid portions should be severed and the balance of the Ordinance be enforced.

Section 3. Upon approval by the voters, the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause it to be published according to law.

Section 4. This Ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately upon approval by the voters.

PASSED AND APPROVED by the voters of the City of Oxnard, State of California, at the Municipal Election held on November 3, 2020.

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

ORDINANCE NO. 2991

EXPEDITED PROCESSING OF CERTAIN CITY-ISSUED DEVELOPMENT PERMITS IF PROJECTS MEET SPECIFIC REQUIREMENTS AND PROJECT APPLICATIONS ARE FILED BY SPECIFIED PROFESSIONALS WHO HAVE RECEIVED REQUIRED TRAINING PURSUANT TO THE NEW PROGRAM; PROGRAM INCLUDES AUDITS OF APPROVED PERMITS AND APPEALS OF CERTAIN DENIED PERMITS AND ADVERSE CERTIFICATION ACTIONS OF THE SPECIFIED PROFESSIONALS TO NEWLY CREATED APPEALS BOARD AND TO THE CITY COUNCIL

The People of the City of Oxnard do ordain as follows:

SECTION 1. Findings and Declarations.

The people of the City of Oxnard ("City") find and declare all of the following:

- (A) Any permit system people find too frustrating to navigate only encourages unlawful circumvention, and ultimately becomes an invitation to construction that is both unsafe and noncompliant with existing building codes;
- (B) The delays caused by the City's outdated permitting process discourage existing employers from expanding business here and prospective employers from locating here and bringing higher paying jobs to our community;
- (C) Residents seeking to remodel or upgrade their homes frequently experience bureaucratic, time consuming and costly delays in acquiring necessary permits from the City;
- (D) The City's permit system has become a roadblock to economic success for local and prospective businesses and families;
- (E) Other cities and counties, such as Phoenix, Arizona and Elk Grove, Rancho Cordova, Sacramento County and Yolo County, California have adopted streamlined permitting systems worth emulating.

SECTION 2. Purposes and Intent.

The people of the City of Oxnard hereby declare their purposes and intent in enacting this measure to be as follows:

- (A) To remove arbitrary and subjective standards in the issuance of permits;
- (B) To reduce permitting costs and delays;
- (C) To ensure fair and reasonable permit standards;
- (D) To provide an expedited and streamlined permitting process, for projects big or small, whether for the replacement of a water heater or the construction of a multi-story structure;
- (E) To implement peer review and audits to further ensure public health and safety;
- (F) To reform the City's permitting process so it becomes a positive financial incentive for local job creation, job retention and economic prosperity; and,
- (G) To brand Oxnard as an economic hub by adopting and improving upon successful, simplified permitting systems enacted elsewhere.

SECTION 3. Oxnard Permit Simplicity Act.

Chapter 26 is hereby added to the Oxnard City Code to read as follows:

CHAPTER 26. OXNARD PERMIT SIMPLICITY ACT

ARTICLE 1. GENERAL PROVISIONS

SEC. 26-1. TITLE.

This chapter shall be known and may be cited as the “Oxnard Permit Simplicity Act.”

SEC. 26-2. DEFINITIONS.

For the purposes of this chapter, the following words shall have the following meanings:

- (A) “Auditor” means any person designated by the Building Official to perform an audit.
- (B) “Building Official” means the official designated to enforce and interpret the City’s building codes, and other applicable laws pertaining to public health and safety.
- (C) “Department” refers to the department responsible for conducting plan review, inspections, and permit services.
- (D) “Building Board of Appeals” refers to the board designated to hear appeals of decisions made by the Building Official in Administration of the Permit Simplicity Program.
- (E) “Electronic submittal” means the utilization of one or more of the following: e-mail; the Internet; facsimile.
- (F) “Owner/Tenant” means either the owner of the building or property, or a tenant who has an interest in the building or property via a lease, sublease or some other legally binding agreement.
- (G) “Prepared” or “prepared by or under the direct supervision of” means (1) personally prepared by the Permit Simplicity Certified Professional submitting the project, or (2) prepared under the direct supervision and control of such Permit Simplicity Certified Professional.
- (H) “Project” means the work identified in a permit application and any accompanying plans.
- (I) “Registration number” or “permit simplicity registration number” means the registration number issued upon successful completion of the permit simplicity certification training class. A registration number is separate and distinct from the professional license issued by the State of California.
- (J) “Reviewed by” or “Reviewed and sealed by” means: (1) the sealed plans were reviewed by the Permit Simplicity Certified Professional for compliance, or (2) the plans were drawn by others and were personally and directly reviewed for compliance and sealed by the Permit Simplicity Certified Professional.
- (K) “Permit Simplicity certified” means a signed, personal verification that is submitted to the Department by a Permit Simplicity Certified Professional that accompanies plans filed with the Department whereby the Permit Simplicity Certified Professional certifies that: (1) he or she is the Permit Simplicity Certified Professional identified in the permit application; and (2) the plans do not contain any false information; and (3) the plans are in compliance with the requirements of the City’s building codes, and other applicable laws pertaining to public health and safety; and (4) attests that such plans were prepared by, prepared under the direct supervision of, or were reviewed and stamped by the Permit Simplicity Certified Professional identified in the permit application.
- (L) “Permit Simplicity Certified Professional” means a licensed professional who has met the requirements necessary to participate in the Permit Simplicity Program.
- (M) “Permit Simplicity Program” shall mean the program set forth in this chapter.
- (N) “Structural Peer Reviewer” means a reviewer who is on an approved list expressly for the purpose of providing structural peer reviews for the Permit Simplicity Certification Program.

The City shall have the sole discretion to determine who shall be included on the list, and all structural peer reviewers must (1) be a licensed structural engineer in the state of California, and (2) have attended either the Permit Simplicity Certification training class or another class approved by the City. Individuals who meet these criteria are eligible to be placed on the approved list.

SEC 26-3. INTERPRETATION.

With respect to eligible projects, where the provisions of this chapter impose different requirements than are imposed or required by other chapters of this code, or other pertinent rules and regulations, the provisions of this chapter shall control.

With respect to projects that fail to comply with this chapter, the requirements imposed or required by the other chapters of this code, or other pertinent rules and regulations, shall control.

Article II. PERMIT SIMPLICITY ELIGIBILITY

SEC. 26-10. ELIGIBLE PROJECTS.

Any Project, other than those set forth in Section 26-11, are eligible to seek approval through this chapter.

SEC. 26-11. DISCRETIONARY PROJECTS.

A Project undertaken in response to a code enforcement issue may be eligible to seek approval through this chapter, in the discretion of the Department.

ARTICLE III. PERMIT SIMPLICITY CERTIFIED PROFESSIONALS

SEC. 26-20. PROFESSIONALS ELIGIBLE FOR CERTIFICATION.

To be eligible for certification as a Permit Simplicity Certified Professional, an individual shall:

(A) Be any one of the following:

- (1) A professional architect or civil engineer;
- (2) A professional landscape architect, who may submit projects related to or intensive in the individual's discipline;
- (3) A professional soils engineer, geotechnical engineer or geologist, who may submit projects related to or intensive in the individual's discipline;
- (4) A mechanical, fire protection or electrical engineer, who may submit projects related to or intensive in the individual's discipline; or
- (5) A licensed professional, such as a contractor or certified interior designer, who may submit projects related to or intensive in the individual's discipline, as defined by the City.

(B) Be licensed and in good standing with the State of California at the time of application, and continuously for the five years prior to application; and

(C) Successfully complete a training program approved by the City; be certified by an outside organization approved by the City in a discipline relevant to the projects to be submitted; be certified by the International Codes Council in a discipline relevant to the projects to be submitted, such as a Commercial Building Inspector, Residential Building Inspector, Building Plans Examiner, Commercial Electrical Inspector, Commercial Plumbing Inspector, Commercial Mechanical Inspector, Residential Electrical Inspector, Residential Plumbing Inspector or Residential Mechanical Inspector, Soils Special Inspector; or successfully complete the Economic Growth Institute's Permit Simplicity Training Program.

SEC. 26-21. PERMIT SIMPLICITY TRAINING.

(A) The city shall facilitate a training class as part of the Permit Simplicity Certified Professionals program. The class shall provide instructions about:

- (1) The Permit Simplicity Certification permit process;
- (2) Examining plans for compliance with the City's building codes, and other applicable laws pertaining to public health and safety; and
- (3) The administrative aspects of permit processing for which the Permit Simplicity Certified Professional is responsible when certifying plans.

(B) Training shall be offered at times and in locations selected by the city, but at least twice per year. Information about registering for the training class shall be posted on the City's website.

(C) The city may charge a fee not to exceed the city's administrative costs for facilitating the training.

(D) Upon successful completion of the training, an applicant shall receive a certificate and registration number, which enable the applicant to certify projects and to otherwise participate in the Permit Simplicity Certified Program.

(E) A Permit Simplicity Certified Professional shall be required to participate in a training once every building code cycle to maintain eligibility. The City may require additional training for any updates to the building and development code in the interim.

ARTICLE IV. PERMIT SIMPLICITY PROJECT APPLICATION AND SUBMITTAL

SEC. 26-30. PERMIT SIMPLICITY PROJECT APPLICATION.

Every application for a Permit Simplicity Project shall be submitted on a form prepared by the Department containing all of the following:

- (A) The name, address and license number of the general contractor and any other contractors for the Project;
- (B) The Project address;
- (C) Project scope of work;
- (D) Project Plans.

(1) A cover sheet shall be attached to each set of plans. Each cover sheet shall:

- (a) be signed and stamped by the Permit Simplicity Certified Professional responsible for preparing the plans;
- (b) contain an Index of Drawings, where applicable; and
- (c) contain the following certification statement, which shall be wet-inked in black or plotted to the cover sheet: "I hereby certify that any and all included drawings are prepared by me, under my supervision, or reviewed by me and to the best of my professional knowledge conform to the City's building codes, and other applicable laws pertaining to public health and safety." Such certification statement shall be signed by the Permit Simplicity Certified Professional who prepared or reviewed the plans.

(2) Each set of plans must be:

- (a) sealed by the Permit Simplicity Certified Professional certifying the plans;
- (b) prepared by, under the direct supervision of, or reviewed by the Permit Simplicity Certified Professional certifying the plans; and
- (c) attached to a cover sheet conforming to subsection (1) of section (D) of this section.

(3) Each page of each set of plans shall contain the following:

(a) the text “Permit Simplicity Certified by (name of Permit Simplicity Certified Professional)” and the date; and

(b) the date the Building Official or his or her designee reviewed the plans and the name of the reviewer.

(E) The Owner/Builder who is responsible for the work identified in the permit application must sign the permit application. If the project identified in the permit application is a build-out in an existing building, the work covered by the permit application must be limited to work for a single tenant only. Both the permit application and accompanying plans must be stamped by the Permit Simplicity Certified Professional who prepared or reviewed the plans and is submitting the plans for Permit Simplicity Certification under the Permit Simplicity Certified Program.

SEC. 26-31. PERMIT SIMPLICITY PROJECT APPLICATION ATTACHMENTS.

Every application for a Permit Simplicity Project shall include all of the following attachments:

(A) Evidence of all necessary approvals that are a condition precedent to issuance of a permit;

(B) Proof of Insurance. The Permit Simplicity Certified Professional shall submit proof of insurance which satisfies all of the following:

(1) The Permit Simplicity Certified Professional shall furnish to the Department a certificate of professional liability insurance and necessary endorsements, issued by an insurer authorized to do business in California, with a Bests’ rating of no less than A:VIII. The insurance required by this section shall have a limit of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate for all claims made during the policy period covering the Permit Simplicity Certified Professional’s errors and omissions.

(2) The endorsement shall state that coverage shall not be suspended, voided or cancelled by the Permit Simplicity Certified Professional, or reduced in coverage or in limits, except after thirty (30) days’ prior written notice by hand delivery or certified mail, return receipt requested, to the Department.

(3) The Permit Simplicity Certified Professional shall maintain insurance, at his or her own cost, for at least five (5) years after the Project is complete. If the Permit Simplicity Certified Professional fails to maintain this required insurance coverage, the Department reserves the right to revoke the Permit Simplicity Certified Professional’s eligibility to participate in the Permit Simplicity Program and to revoke the permit for any Project pending at the time of the non-compliant insurance.

(C) Professional of Record Certification Statement. The Permit Simplicity Certified Professional shall submit, on a form prepared by the Department, a Professional of Record Certification Statement certifying as to all of the following:

(1) The Permit Simplicity Certified Professional satisfies the requirements of section 26-20 of this chapter.

(2) Within the previous five years, the Permit Simplicity Certified Professional has not been convicted, found liable of, or determined by the Building Official to have committed any of the following:

(a) knowingly making a false statement of material fact on or in connection with any permit application;

(b) knowingly submitting in support of a permit application any document containing false or fraudulent information;

(c) knowingly affixing a false signature to any permit application.

(3) The application and every page of the accompanying plan(s) stamped by the Permit

Simplicity Certified Professional:

(a) were prepared by, under the direct supervision of, or reviewed by the Permit Simplicity Certified Professional;

(b) are complete; and

(c) are, as of the date of submission, in accordance with the requirements of the Department's building construction code and all other applicable laws pertaining to public health and safety.

(4) The application and all technical submissions made by the Permit Simplicity Certified Professional in connection with the Permit Simplicity Certified Project were prepared in accordance with and meet the standard of care required of the Permit Simplicity Certified Professional's profession.

(5) All information and assertions made by the Permit Simplicity Certified Professional in the permit application and documents submitted in support of such permit application are true and correct to the best of the individual's knowledge.

(6) If the Permit Simplicity Certified Professional becomes aware of any false or inaccurate statement in the permit application, accompanying plans or any document submitted in support of such permit application, regardless of whether such false or inaccurate statement was made by such Permit Simplicity Certified Professional or by his or her agent, employee, or other person, the Permit Simplicity Certified Professional shall immediately take all measures necessary to correct the false or inaccurate statement and notify the Department.

(7) The Permit Simplicity Certified Professional understands that the Building Official will rely upon the truth and accuracy of the certifications contained in the Professional of Record Permit Simplicity Certification Statement as the basis for issuing a permit under the Permit Simplicity Certification Permit Program.

(8) The Permit Simplicity Certified Professional understands that the Permit Simplicity Certified project identified in the permit application is being approved for a permit subject to audit and/or field inspection by the Department and the permit is subject to revocation by the Building Official if necessary or appropriate to protect public health or safety.

(9) If the Department determines that the submitted plans do not conform to the requirements of the City's building codes, or other applicable laws pertaining to public health and safety, the Permit Simplicity Certified Professional agrees to submit revised plans to the Department in a timely manner and to take all remedial measures within the Permit Simplicity Certified Professional's control to bring the submitted plans, and any construction which has occurred in reliance on those plans, into conformity with those requirements.

(10) The Permit Simplicity Certified Professional understands that the failure to submit any required plan revisions to the Department in a timely manner will result in automatic suspension of the Permit Simplicity Certified Professional's eligibility to participate in the Permit Simplicity Certification Program, until such time that a plan revision is submitted to the Department and/or the matter is resolved to the satisfaction of the Department.

(11) The Permit Simplicity Certified Professional understands that failure to take all remedial measures within his or her control to bring the submitted plans and any construction thereunder into compliance with the City's building construction codes, or other applicable laws pertaining to public health and safety shall result in revocation of the Permit Simplicity Certified Professional's eligibility to participate in the Permit Simplicity Certification Program and may result in notification of such fact to the appropriate state agencies.

(12) The Permit Simplicity Certified Professional understands the City retains all

authority over the enforcement and administration of the City's building codes, and other applicable laws pertaining to public health and safety, and the City does not delegate this authority to the Permit Simplicity Certified Professional by his or her participation in the Permit Simplicity Program. The City retains the right to refuse to issue a permit under the Permit Simplicity Program for any Project that does not meet the requirements of the Program.

(D) Owner/Tenant Certification Statement. The Permit Simplicity Certified Professional shall submit, on a form prepared by the Department, an Owner/Tenant Certification Statement. The Owner, and Tenant if applicable, shall each sign and date the Owner/Tenant Certification Statement, certifying that the Owner, and Tenant if applicable:

(1) Authorizes the work of all professionals and consultants named in the permit application and accompanying plans;

(2) Agrees to take all measures necessary to correct any misrepresentation or falsification of facts made knowingly or negligently in the permit application or in any document submitted in support of such application by the owner or tenant, as applicable, or by such owner's or tenant's agents, contractors or employees;

(3) Understands that submitting a permit application as part of the Permit Simplicity Program means that City Officials are relying on certification by the Permit Simplicity Certified Professional that the project conforms with the City's building codes, and other applicable laws pertaining to public health and safety;

(4) Understands that the Permit Simplicity Certified project is being approved for a permit subject to audit and field inspection by the Department;

(5) Agrees to take all remedial measures necessary to bring the plans and all construction completed under the permit for the project into conformity with requirements of the City's building codes, and other applicable laws pertaining to public health and safety;

(6) Understands that the City retains the right to refuse to issue a permit under the Permit Simplicity Program for any Project that does not meet the requirements of the Program; and

(7) Understands that the Building Official, or his or her designee, may revoke any permit issued under the Permit Simplicity Certification Program at any time if the Building Official, or his or her designee, believes that the permitted project or any portion thereof poses a threat to public health or safety.

(E) Hold Harmless Letters. The Permit Simplicity Certified Professional is required to submit to the Department, on a form provided by the Department, two Hold Harmless Letters. One letter shall be signed and dated by the Owner/Tenant, and the second letter shall be signed and dated by the Permit Simplicity Certified Professional. By signing the letter the signatory certifies that:

(1) The signatory agrees to protect, defend, with counsel acceptable to the City, indemnify and hold harmless the City and its officers, representatives, managers and employees against any and all claims, liabilities, judgments, costs, expenses, delays, demands or injuries arising out of or in any way connected with the design, construction, code compliance review or issuance of a permit for the project identified in the permit application;

(2) If construction is contrary to the City's building codes, other applicable laws pertaining to public health and safety, or to any permit issued under the Permit Simplicity Certified Program, the signatory shall, without undue delay, remove or modify, at the signatory's own cost and expense, any component of such construction that does not conform to those requirements;

(3) Nothing in this letter should be construed to negate, waive or otherwise reduce any other right or obligation of indemnity that may exist in the favor of the City; and

(4) The signatory acknowledges that the Project may be subject to enforcement citations even if construction is in accordance with the plans approved as part of a Project submitted under the Permit Simplicity Program.

(F) Reasonable Hardship Plan for Americans with Disabilities Act compliance and the accessibility requirements of the California Building Code.

SEC 26-32. PERMIT SIMPLICITY PROJECT SUBMISSION.

(A) A checklist and required permitting documentation for a Project shall be made available on a publicly accessible city website.

(B) Assistance with pre-submittal requirements may be obtained from the Department. Staff will determine if any variances, code modifications, use permits, or other approvals are required.

(C) The Department shall establish the system for receiving applications, plans, forms, letters and other documents in connection with the Permit Simplicity Program. Electronic submittal of the required permit application and documents may be made available. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature. This requirement notwithstanding, wet signatures shall be required for engineering calculations and plans in accordance with state law.

(D) No application shall be processed until all required documents are received and complete.

(E) Applicants shall be permitted to request project intake meetings through the Permit Simplicity program database.

SEC. 26-33. FIELD REVISIONS.

There are different procedures that must be followed for making field revisions. The procedure that must be followed is dependent on whether it is a voluntary change due to a change in construction material, design or in response to field conditions; or a mandatory change due to an inspector identifying a code violation or plans missing critical information.

(A) Voluntary field revisions. The Permit Simplicity Certified Professional shall submit a revised application in accordance with the procedures set forth in this chapter for an initial application.

(B) Mandatory field revisions.

(1) When a Department inspector determines that the Permit Simplicity Certified plans contain code violations or are missing critical information, the inspector shall get a second opinion from his or her supervisor prior to requiring changes to the Project.

(2) If the item is confirmed to be a code violation or the Department requires more information critical to ensuring that the project meets the building codes, or other applicable laws pertaining to public health and safety, the inspector will inform the contractor and the Permit Simplicity Certified Professional in writing (e-mail is sufficient). Corrections and/or additional information will be required to reach a resolution.

(3) If plan revisions are required, the Permit Simplicity Certified Professional will be directed to submit the revisions within a reasonable time period. Failure to submit plan revisions as directed will result in revocation of the Permit Simplicity Certified Professional's certification.

(4) Regardless of the method used to resolve the violation, all violations will be tracked by the Inspection Supervisor. The violations will be scored in accordance with the Department's Permit Simplicity Certified Audit Procedures, and any project that accumulates a cumulative score of five (5) or greater will be subject to a mandatory Audit.

SEC 26-34. BUILDING OFFICIAL DUTIES.

(A) Upon receipt of a Permit Simplicity Project application, the Building Official or his or her designee shall do all of the following:

- (1) Verify that all applicable agency approvals, applications, forms, letters and other documents listed on the Building Department's relevant Permit Simplicity Certification Checklists and required by this Chapter have been submitted and completed in full by the appropriate parties;
- (2) Verify that the Project meets the Permit Simplicity Certification Program criteria;
- (3) Verify that all necessary pre-approvals have been obtained;
- (4) Verify all plan sheets and files are in accordance with this Chapter;
- (5) Verify Certificate of Approval from a Structural Peer Reviewer for projects requiring a civil engineer;
- (6) Screen plans for apparent compliance with the requirements of the City's building codes, and other applicable laws pertaining to public health and safety.

(B) If the Building Official, or his or her designee, determines that all Permit Simplicity Certification Program requirements have been met, he or she shall accept the Project for admission to the Permit Simplicity Certified Program and shall notify the Permit Simplicity Certified Professional and the applicant within 1 business day.

(C) If the Building Official, or his or her designee, determines that the plans submitted by the Permit Simplicity Certified Professional require minor corrections to bring the plans into compliance with the City's building codes, and other applicable laws pertaining to public health and safety, he or she shall notify the Permit Simplicity Certified Professional and the applicant within 1 business day.

(D) If the Building Official, or his or her designee, determines that any of the Permit Simplicity Certification Program requirements have not been met, he or she shall reject the Project for submittal to the Permit Simplicity Certified Program and shall notify the Permit Simplicity Certified Professional and the applicant within 1 business day. A Project that is rejected from the Permit Simplicity Program may be submitted through the City's normal permit application process. Rejection from the Permit Simplicity Certification Program may be appealed to the Building Board of Appeals.

(E) Upon a determination that all requirements have been met, the Building Official, or his or her designee, shall issue a permit for the Project. The permit shall be stamped by the Department with an indication that it is a "Permit Simplicity Certified Project."

ARTICLE V. PERMIT SIMPLICITY PROGRAM AUDIT AND SUSPENSION OF CERTIFICATION

SEC. 26-40. SELECTION FOR AUDIT.

All Permit Simplicity Certified plans are subject to audit by the Department to determine whether the plans and/or projects are in compliance with the requirements of the City's building codes, and other applicable laws pertaining to public health and safety. The selection criteria are as follows:

- (A) The first four projects submitted by the Permit Simplicity Certified Professional are automatically selected for audit.
- (B) Any project submitted where the Permit Simplicity Certified Professional has not been previously audited in the past twelve months shall be automatically selected for audit.

(C) Any project submitted by a Permit Simplicity Certified Professional that failed an audit twice shall automatically be selected for audit during the following twelve months.

(D) Any project submitted by a Permit Simplicity Certified Professional during the twelve months after having been reinstated following a suspension from the program shall automatically be selected for audit during the following twelve months.

(E) Any project over 100,000 square feet or greater than three stories shall be automatically selected for audit.

(F) A random sample of between 10% and 20% or remaining Permit Simplicity Certified Projects shall be selected for audit.

SEC. 26-41. AUDIT CRITERIA.

Each Permit Simplicity Certified project selected for audit will be audited for compliance during construction with the City's building codes, and other applicable laws pertaining to public health and safety. The Auditor for each discipline will complete the review in accordance with the scoring system described in the "Permit Simplicity Certification Program Auditing and Appeal Procedures" developed by the Department and available on the Department's website.

SEC. 26-42. AUDIT RESULTS.

The Department shall notify the Permit Simplicity Certified Professional and the Owner of Record in writing of the results of any audit conducted. The notification shall provide a summary of the audit results and shall direct the Permit Simplicity Certified Professional to address all violations found in the audit. Failure to submit required corrections by the date identified in the notification will result in suspension or revocation of the Permit Simplicity Certified Professional's privileges.

SEC. 26-43. SUSPENSION AND REVOCATION OF PERMIT SIMPLICITY CERTIFICATION

(A) A Permit Simplicity Certified Professional shall be subject to the following suspensions and revocations:

(1) Upon first audit failure, the Department shall issue a written warning, and possible temporary suspension of status based on the severity of the audit result.

(2) Upon second audit failure, the Permit Simplicity Certified Professional shall be subject to mandatory audit for subsequent Projects for following 12 months.

(3) Upon third audit failure, the Permit Simplicity Certified Professional shall be suspended from the program for 12 months, and upon reinstatement shall be subject to mandatory audit for subsequent Projects for following 12 months.

(4) Upon fourth audit failure, the Permit Simplicity Certified Professional shall have certification revoked and shall not be eligible to reapply for a period of 36 months.

(5) A Permit Simplicity Certified Professional's certification shall be permanently revoked if the Professional is convicted or found liable or any of the following:

(a) knowingly making a false statement of material fact on or in connection with any permit application;

(b) knowingly submitting in support of a permit application any document containing false or fraudulent information; or

(c) knowingly affixing a false signature to any permit application.

(B) A dated notice of suspension or revocation shall be sent by certified mail, return receipt

requested, to the Permit Simplicity Certified Professional's address of record with the Department. The dated notice shall inform the Permit Simplicity Certified Professional of all of the following:

- (1) The reason for the suspension or revocation;
- (2) The effective date of the suspension or revocation, which shall be 10 days after the date on the notice;
- (3) The duration of the suspension or revocation;
- (4) Steps which may be taken, if any to mitigate or reduce the suspension or revocation.

SEC 26-44. APPEAL.

Adverse audit results, suspensions or revocations of Permit Simplicity Certified Professional status are subject to appeal to the Building Board of Appeals. If the Permit simplicity Certified Professional has reason to believe that adverse audit results, or the suspension or revocation of Permit Simplicity Certification privileges is not warranted, the Permit simplicity Certified Professional has the right to request in writing, within ten (10) business days of the date on which notice is mailed, a hearing before the Building Board of Appeals. A hearing before the Building Board of Appeals is solely to determine whether adverse audit results, or the suspension or revocation of Permit Simplicity Certification privileges is warranted. If a hearing under this rule is requested in a timely manner, such hearing shall be commenced within forty-five (45) business days or receipt of such request. If no hearing under this rule is requested in a timely manner, or if a hearing is requested in a timely manner but the Permit Simplicity Certified Professional fails to appear at such hearing, the Permit Simplicity Certified Professional shall be deemed to have waived the right to such hearing and such privileges shall be deemed, by operation of law, to have been revoked by the Building Official on the date stated on the notice of revocation required by this rule. Conversely, if the Permit Simplicity Certified Professional submits a written request for a hearing, but fails to appear at such hearing, the Building Official may, upon a showing of good cause, reschedule the hearing. The Permit Simplicity Certified Professional may appeal, within fifteen (15) business days of the date on which the decision is mailed, an adverse ruling by the Building Board of Appeals to the City Council.

SECTION 4. Broad Construction.

- (A) The provisions of this act shall be liberally construed and broadly applied in order to effectuate its underlying purpose of allowing an applicant to obtain a permit in one business day.
- (B) Where the provisions of this measure conflict with any provision in the Oxnard Municipal Code with respect to the subject matter governed by this measure, this measure shall apply.
- (C) Notwithstanding Section 9217 of the Election Code, the city council may amend this initiative without submission to the voters, so long as the amendment furthers the purposes and intent of this Act.

SECTION 5. Conflicting Ballot Measures.

- (A) In the event that this measure and another measure or measures relating to permits shall appear on the same citywide election ballot, the provisions of the other measures shall be deemed to be in conflict with this measure. In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety and the provisions of the other measure or measures shall be null and void in their entirety. In the event that the other measure or measures shall receive a greater number of affirmative votes, the

provisions of this measure shall take effect to the extent permitted by law.

(B) If this measure is approved by voters but superseded by any other conflicting ballot measure approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.

SECTION 6. Proponent Standing.

The People of the City of Oxnard declare that the proponent(s) of this measure has a direct and personal stake in defending this measure and grant formal authority to the proponent to defend this measure in any legal proceeding, either by intervening in such legal proceeding, or by defending the measure on behalf of the people and the City in the event that the City declines to defend the measure or declines to appeal an adverse judgment against the measure.

In the event that the proponent is defending this measure in a legal proceeding because the City has declined to defend it or to appeal an adverse judgment against it, the proponent shall: act as an agent of the people and the City; be subject to all ethical, legal, and fiduciary duties applicable to such parties in such legal proceedings; and be entitled to recover reasonable legal fees and related costs from the City.

SECTION 7. Severability.

If any chapter, article, division, section, subsection, phrase, or clause of this measure is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this measure. The People of the City of Oxnard hereby declare that they would have passed this measure and each chapter, article, division, section, subsection, paragraph, sentence, phrase, clause or word thereof irrespective of the fact that any one or more chapter, article, division, sections, subsections, paragraphs, sentences, phrases, clauses or words be declared unconstitutional. To this end, the provisions of this measure are severable.

PASSED AND APPROVED by the voters of the City of Oxnard, State of California, at the Municipal Election held on November 3, 2020.

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

ORDINANCE NO: 2992

NEW REQUIREMENTS REGARDING THE WAY IN WHICH CITY COUNCIL MEETINGS,
COUNCIL COMMITTEES AND OTHER CITY LEGISLATIVE BODIES ARE RUN

The people of the City of Oxnard do ordain as follows:

SECTION 1. Title.

This initiative shall be known and may be cited as the “Oxnard Open Meetings Act.”

SECTION 2. Findings and Declarations.

The people of the City of Oxnard find and declare all of the following:

- a) The Oxnard City Council adopted Oxnard Ordinance No. 2949, which created a number of committees charged with conducting important city business.
- b) Those committees meet at times that conflict with many residents’ work schedules, which effectively limits their opportunity to provide input on issues affecting their quality of life.
- c) Inconvenient meetings make a mockery of the ideal that the proceedings of elected and appointed officials ought to be conducted openly and at times that reasonably allow members of the public to directly address legislative bodies while they are deliberating on matters of public policy.
- d) Meetings are conducted largely without making full use of standard recognized parliamentary procedures, often resulting in prolonged disorderly meetings, and thus reducing the likelihood that residents will be able to remain in attendance long enough to participate.
- e) The details of proposals are often better revealed in staff presentations than they are in written staff reports, but because such presentations are not presented until the actual meeting and considerable time is consumed making such presentations, the ability of the People to know the full impact of those proposals and adequately formulate their concerns are significantly diminished.
- f) Residents wanting to speak to the Oxnard City Council on matters of public concern have been limited to one or two minutes to state a position, especially on controversial matters, thus creating an environment where public participation is discouraged.

SECTION 3. Purposes and Intent.

The People of the City of Oxnard hereby declare that their purposes and intent in enacting the “Oxnard Open Meetings Act” are to improve disclosure and public participation on matters that come before the Oxnard City Council and other local legislative bodies.

SECTION 4. Oxnard Open Meetings.

To implement the Oxnard Open Meetings Act, the Initiative amends or adds the following sections of the Oxnard City Code. Type formatted as underlined is added to the Municipal Code; type formatted as ~~strikethrough~~ is deleted from the Municipal Code; unformatted type is existing and not amended by this initiative.

A. SEC. 2-1 of Division 1, of Article I of Chapter 2 of the Oxnard Municipal Code is hereby amended to read as follows:

SEC. 2-1. MEETINGS; RULES OF PROCEDURE.

(A) Regular city council meetings - Unless otherwise approved by city council action, city council shall conduct regular meetings on the first and third Tuesdays of every month in the city council chambers at 305 West Third Street at a time set by resolution of the city council.

(B) Rules of procedure and standing rules -

(1) ~~The rules for the conduct of proceedings of the city council shall be established by resolution.~~ The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the city's legislative bodies in all cases to which they are applicable and in which they are not inconsistent with any special rules of order the city council may adopt by resolution. The city council may by resolution establish standing rules unrelated to parliamentary procedure.

(2) Any violation of such rules shall be deemed to be a violation of this code and shall be punishable as provided in section 1-10 of this code.

(C) Notwithstanding Section 9217 of the Election Code, the city council may amend subdivision (A) of this section without submission to the voters to change the days and location for regular meetings.

B. Section 2-1.2 through 2-1.5 of Division 1, of Article I of Chapter 2 of the Oxnard Municipal Code are hereby adopted as follows:

SEC. 2-1.2. ALLOWABLE MEETING TIMES.

Meetings of the city's legislative bodies, as defined by and subject to the Ralph M. Brown Act (California Government Code Sections 54950 et seq.), shall commence no earlier than 5:00 pm on weekdays and 9:00 am on weekends. Notwithstanding, this requirement shall not apply to purely advisory bodies, emergency meetings, meetings held in closed session, or meetings conducted outside the city's geographical boundaries. Moreover, by a 4/5 vote this requirement may be waived by an advance reasonable determination that extenuating circumstances surrounding the starting time of a particular meeting prevent the legislative body from fulfilling its duties and that such circumstances cannot otherwise be obviated by alternative or additional meeting dates. Actions taken at meetings held in violation of this section shall be deemed invalid.

SEC. 2-1.3. PARLIAMENTARY TRAINING.

(A) The city shall provide each member of the city's legislative bodies with a copy of the current edition of *Robert's Rules of Order Newly Revised*.

(B) The city shall make use of the services of a Professional Registered Parliamentarian certified by the National Association of Parliamentarians or a Certified Parliamentarian credentialed by the American Institute of Parliamentarians to train members of the city's legislative bodies on Robert's Rules.

SEC. 2-1.4. STAFF PRESENTATIONS IN ADVANCE OF MEETINGS.

To provide the fullest opportunity for public input on all matters coming before the city's legislative bodies, staff presentations for each agenda item shall be videotaped in advance, and then posted on the city's website and made available for viewing on city premises at the time of the posting of the agenda for the meeting. The primary role of staff at meetings is to answer questions posed by the legislative body, not the reenactment of pre-recorded presentations.

SEC. 2-1.5. PUBLIC COMMENT.

(A) In addition to opportunities for public comment required by state law, the agenda shall provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee composed exclusively of members of the legislative body.

(B) Each person shall be allowed no less than three minutes to comment on an agenda item at a meeting.

(C) Reasonable accommodations shall be made to facilitate the presentation of videos, PowerPoint or similar presentations during public comments. Presenters shall be required to provide hard copies of presentations to members of the legislative body.

SECTION 5. Broad Construction.

a) The provisions of this Act shall be liberally construed and broadly applied in order to effectuate its underlying purposes of requiring that meetings be scheduled during hours most convenient to the general public, that staff presentations be made available in advance so that the general public can meaningfully participate, that meetings be conducted in accordance with Robert's Rules so that they are run in an orderly manner, and that the time and manner in which public comments can be made are not unduly restricted.

b) If any provision of this Act conflicts directly or indirectly with any other provision of law, those other provisions shall be null and void to the extent that they are inconsistent with this act, and are hereby repealed.

SECTION 6. Conflicting Ballot Measures.

a) In the event that this measure and another measure or measures relating to the disclosure or conduct of meetings appear on the same citywide election ballot, the provisions of the other measures that would affect in whole or in part the field of meeting conduct shall be deemed to be in conflict with this measure. In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety and the provisions of the other measure or measures shall be null and void in their entirety. In the event that the other measure or measures shall receive a greater number of affirmative votes, the provisions of this measure shall take effect to the extent permitted by law.

b) If this measure is approved by voters but superseded by any other conflicting ballot measure approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.

SECTION 7. Proponent Standing.

The People of the City of Oxnard declare that the proponent(s) of this measure has a direct and personal stake in defending this measure and grant formal authority to the proponent to defend this measure in any legal proceeding, either by intervening in such legal proceeding, or by defending the measure on behalf of the people and the City in the event that the City declines to defend the measure or declines to appeal an adverse judgment against the measure.

In the event that the proponent is defending this measure in a legal proceeding because the City has declined to defend it or to appeal an adverse judgment against it, the proponent shall: act as an agent of

the people and the City; be subject to all ethical, legal, and fiduciary duties applicable to such parties in such legal proceedings; and be entitled to recover reasonable legal fees and related costs from the City.

SECTION 8. Severability.

If any provision of this act or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act that can be given effect in the absence of the invalid provision or application. To this end, the provisions of this act are severable.

PASSED AND APPROVED by the voters of the City of Oxnard, State of California, at the Municipal Election held on November 3, 2020.

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

ORDINANCE NO. 2993

EARLY TERMINATION OF MEASURE O SALES TAX IF SPECIFIC PAVEMENT STANDARDS FOR CITY STREETS AND ALLEYS ARE NOT MET; EXTENSION OF MEASURE O SALES TAX FOR ADDITIONAL FIVE YEAR PERIODS IF SPECIFIC PAVEMENT STANDARDS ARE MET

SECTION 1. Title.

This measure shall be known and may be cited as the “Keeping the Promise for Oxnard Streets Act.”

SECTION 2. Findings and Declarations.

The people of the City of Oxnard find and declare all of the following:

- a) In 2008, the City Council of the City of Oxnard adopted Ordinance No. 2779, also known as the “City of Oxnard Vital Services Transactions (Sales) and Use Tax Ordinance,” requesting that voters adopt a one-half per cent increase in the local sales and use tax “to protect, maintain, and enhance vital city services,” such as “increasing street paving and sidewalk/pothole repair to improve traffic flow.” Voters approved Ordinance No. 2779 as Measure O at the November 4, 2008 election.
- b) Based on the language of the ordinance and the marketing campaign promoting it, voters were persuaded to adopt Measure O, making Oxnard’s rate of sales tax the highest in the county at the time, and generating in excess of \$10 million each year in extra tax revenue at a great cost to poor and middle-class families.
- c) Since the adoption of this measure, however, many residents question whether there has been any significant enhancement in vital city services.
- d) In the case of maintaining streets and alleys, one of the more basic city services, the City of Oxnard’s lack of performance is particularly evident, as measured by the city’s Pavement Condition Index (PCI), a numerical index between 0 and 100 used to indicate the general condition of pavement. This standard is widely used in transportation civil engineering, and the surveying processes and calculation methods used have been standardized by ASTM International. Prior to the increase in the local sales and use tax, Oxnard had a PCI score of 61 for its network of streets and alleys. Unfortunately, Oxnard’s PCI has not seen meaningful improvement since the tax increase, and residents continue to endure poorly maintained streets and alleys, some of which have been neglected for years.
- e) Because it is far less expensive to keep a road in good condition than to repair it once it has deteriorated, the City’s inattention to routine maintenance of roads and alleys is poor stewardship of taxpayer funds, and the long term impact of this neglect is to deprive residents of other important services, such as those promoting public safety.

SECTION 3. Purposes and Intent.

The people of the City of Oxnard hereby declare their purposes and intent in enacting the “Keeping the Promise for Oxnard Streets Act” to be as follows:

- a) To fulfill the promise of better streets by focusing City Hall attention on repairs and maintenance of city streets and alleys.
- b) To ensure local officials do not take for granted the additional sales and use tax money we pay.
- c) To require the City of Oxnard to justify the extra half-cent sales tax by providing a corresponding level of service.
- d) To deny the City the additional tax if they fail to deliver these services at an acceptable level.

e) To authorize the City Council to extend the tax in five-year increments provided that the city streets and alleys are maintained at an acceptable level.

SECTION 4. Keeping the Promise for Oxnard Streets Act.

Part 4 of Measure O (Uncodified Ordinance 2779, adopted by voters on November 4, 2008) is hereby amended to read as follows (existing text not amended by this act is shown in regular type; text to be deleted by this act is shown in ~~striketrough~~ type; text to be added by this act is shown in underline type):

Part 4.

A. TWENTY YEAR SUNSET. The authority to levy the tax imposed by this ordinance shall expire twenty years from the operative date of this ordinance on March 31, 2029, unless extended by the voters.

B. Notwithstanding subdivision A of this Part, unless an outside civil engineering consultant with expertise in developing and updating pavement management systems finds that the Pavement Condition Index of the city-owned street and alley network is:

(1) at least 65 on or before September 30, 2022, this ordinance shall expire March 31, 2023;

(2) at least 70 on or before September 30, 2024, this ordinance shall expire March 31, 2025;

(3) at least 75 on or before September 30, 2026, this ordinance shall expire March 31, 2027; and

(4) at least 80 on or before September 30, 2028; this ordinance shall expire March 31, 2029.

C. Notwithstanding subdivision A of this Part, commencing April 1, 2028 the City Council shall have the authority to extend the expiration date by twenty calendar quarters, provided that between 110 and 365 days before each expiration date an outside civil engineering consultant with expertise in developing and updating pavement management systems finds that the Pavement Condition Index of the city-owned street and alley network is at least 80.

SECTION 5. Broad Construction.

a) The provisions of this act shall be liberally construed and broadly applied in order to effectuate its underlying purpose of allowing the continuation of the additional one-half per cent sales and use tax for general City purposes, provided that the City improves and maintains to an acceptable level the condition of the city-owned streets and alleys, without respect to the source of funding available or used by the City for such services.

b) This act is not intended to convert the existing general sale and use tax to a special tax, and does not require that the City dedicate the funds from the additional one-half per cent sales and use tax specifically for maintenance and improvement of city-owned streets and alley. Instead, this act authorizes the continuation of the additional one-half per cent sale and use tax in accordance with Section 4 of this measure.

SECTION 6. Conflicting Ballot Measures.

a) In the event that this measure and another measure or measures relating to local sales and use tax shall appear on the same citywide election ballot, the provisions of the other measures shall be deemed to be in conflict with this measure. In the event that this measure shall receive a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety and the provisions of the other measure or measures shall be null and void in their entirety. In the event that the other measure or measures shall receive a greater number of affirmative votes, the provisions of this measure shall take effect to the extent permitted by law.

b) If this measure is approved by voters but superseded by any other conflicting ballot measure approved by voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force of law.

SECTION 7. Proponent Standing.

The People of the City of Oxnard declare that the proponents(s) of this measure has a direct and personal stake in defending this measure and grant formal authority to the proponent to defend this measure in any legal proceeding, either by intervening in such legal proceedings, or by defending the measure on behalf of the people and the City in the event that the City declines to defend the measure or declines to appeal an adverse judgment against the measure.

In the event that the proponent is defending this measure in a legal proceeding because the City has declined to defend it or to appeal an adverse judgment against it, the proponent shall: act as an agent of the people and the City; be subject to all ethical, legal, and fiduciary duties applicable to such parties in such legal proceedings, and be entitled to recover reasonable legal fees and related costs from the City.

SECTION 8. Severability.

If any provision of this act or the application thereof to any person or circumstance is held invalid, that invalidity shall not affect other provisions or applications of the act that can be given effect in the absence of the invalid provision or application. To this end, the provisions of this act are severable.

PASSED AND APPROVED by the voters of the City of Oxnard, State of California, at the Municipal Election held on November 3, 2020.

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR
AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE
REPORTS
AGENDA ITEM NO. H.1

DATE: December 15, 2020

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Selection of Mayor Pro Tem. (5/5/5)

RECOMMENDATION

That City Council, pursuant to Government Code sections 34905 and 36801, select a Mayor Pro Tem to serve in the event of the Mayor's absence.

BACKGROUND

California Government Code sections 34905 and 36801 provide that the city council, at the meeting at which the declaration of the election results for a general municipal election is made, shall choose a mayor pro tem from among its members.

The city council may choose from a couple of common methods to make its selection. One way to choose would be to open the floor to nominations and take a vote once all nominations have been made. Any member can make a nomination, and may nominate him/herself. A majority vote of members present is required to make the selection.

Another common method of selection is to appoint the mayor pro tem from among the councilmembers in order of seniority.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Stephen Fischer, City Attorney

ATTACHMENTS

None



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.1**

DATE: December 15, 2020
TO: City Council
FROM: Michelle Ascencion, City Clerk, (805) 385-7805, michelle.ascencion@oxnard.org
SUBJECT: Approval of Minutes.

RECOMMENDATION

That the City Council approve the minutes of the December 1, 2020 regular meeting as presented.

BACKGROUND

Not applicable.

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. This agenda item does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Michelle Ascencion, City Clerk

ATTACHMENTS

1. Minutes 12.01.2020 CC regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 December 1, 2020

A. ROLL CALL, POSTING OF AGENDA

At 5:07 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers at 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert E. Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present via videoconference.

Staff members present were Alexander Nguyen, City Manager; Stephen M. Fischer, City Attorney; Ashley Golden, Assistant City Manager; Scott Whitney, Police Chief; and Michelle Ascencion, City Clerk.

B. APPOINTMENT ITEM

City Manager Department

1. SUBJECT: Presentation of **Resolution No. 15,397** Commending Chief of Police Scott Whitney for over Thirty Years of Exemplary Service to the City of Oxnard.

Comments were received from Ventura County Sheriff William Ayub, Ventura County District Attorney Greg Totten, and California State Assemblywoman Jacqui Irwin. The City Manager gave a report. Public comments were received from Walter Snyder, Lucy Cartagena, Rev. Greg Runyon, Pastor Fernie Franco, and Peggy Rivera. Written comments were received from Rev. Freda Wiggins and Grace Tuazon. The Police Chief made some remarks. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilmember Lopez, to adopt the resolution as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

C. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Jason Benites, Assistant Police Chief; Kevin Riper, Chief Financial Officer; Kathleen Mallory, Planning and Sustainability Manager; Kenneth Rozell, Chief Assistant City Attorney; and Alexander Hamilton, Interim Fire Chief.

D. CEREMONIAL CALENDAR

1. SUBJECT: Special Guest From the North Pole.

Mayor Flynn welcomed Santa Claus, who expressed holiday wishes to the community and announced the upcoming Santa Float tour through the city.

2. SUBJECT: Presentation of a Proclamation Designating December 1, 2020 as “World AIDS Day.”

Mayor Flynn read the proclamation and made some remarks.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Walter J. Snyder (COVID-19 prevention) and Lucy Cartagena (recent election and filling upcoming vacancy for Council District 2).

F. REPORT OF CITY MANAGER

City Manager Department

1. SUBJECT: COVID-19 Update from Director of Emergency Services.
RECOMMENDATION: That the City Council receive and file an update from the Director of Emergency Services on the COVID-19 Local Emergency.

The City Manager gave a progress report on the City’s COVID-19 response. Public comments were received from Walter J. Snyder. No formal action was required.

City Clerk Department

2. SUBJECT: Preview of New Public Records Request Software.
RECOMMENDATION: That the City Council receive an informational presentation on the new Public Records Request portal.

The City Clerk gave a presentation. Discussion ensued among the Council and staff. No formal action was required.

City Manager Department

3. SUBJECT: List of City Manager Approved Contracts - Informational Only.
RECOMMENDATION: That the City Council receive and file the list of City Manager approved contracts for the period July 1, 2020 through November 19, 2020.

The City Manager gave a brief report. No formal action was required.

G. CITY COUNCIL REPORTS

Councilmember Madrigal commented on preventing the spread of COVID-19 and the final results of the November election.

Councilwoman Basua commented on COVID-19 prevention and expressed condolences to the family of Port Hueneme Councilmember Jonathan Sharkey, who recently passed away.

Mayor Pro Tem Ramirez expressed condolences to the family of Jonathan Sharkey, and commented on COVID-19 prevention and the November election.

Councilman MacDonald commented on his upcoming Gold Coast Transit and Ventura County Transportation Commission meetings.

Councilmember Perello commented COVID-19 prevention, the November election, the recent Windsor North Neighborhood Council meeting, expressed condolences to the family of Jonathan Sharkey, and commended volunteers for recent cleanups of street medians. He later commented on the recent passage of Measure E.

Councilmember Lopez commented on COVID-19 prevention, and commended volunteers and organizations for helping the community over the Thanksgiving holiday.

Mayor Flynn expressed hope for a positive future, and commented on the November election and COVID-19 prevention.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Item J-3 was discussed among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Ray Blattel.

J. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the November 17, 2020 regular meeting as presented.

Community Development Department

2. SUBJECT: Second Reading and Adoption of **Ordinance No. 2987 and No. 2988** - The Village Specific Plan (AKA "Wagon Wheel Specific Plan") Amendment, Development Agreement Amendment, and certification of Addendum to Final Environmental Impact Report (FEIR) No. 06-03 and Supplemental Environmental Impact Report (SEIR) 14-01. Located in The Village Specific Plan area generally bounded by the Ventura Freeway (Highway 101) to the north, Oxnard Boulevard to the east, the Union Pacific Railroad (UPRR) and El Rio Drain to the south, and North Ventura Road and the Santa Clara River to the west.
RECOMMENDATION: That the City Council:
 1. Approve for second reading (by title only and waive further reading) and adoption of Ordinance No. 2987 in regards to approving Planning and Zoning Permit No. 19-630-01 (Specific Plan Amendment No. 2 to The Village Specific Plan) for map and text amendments to The Village Specific Plan ("Specific Plan"), subject to certain findings; and
 2. Approve for second reading (by title only and waive further reading) and adoption of Ordinance No. 2988 in regards to approving Planning and Zoning Permit No. 20-670-02

(Second Amendment to Development Agreement No. A-7122) between the City of Oxnard and Oakwood Communities, Inc. or Successor, subject to certain findings.

Finance Department

3. SUBJECT: Accounts Receivable Clean-Up.
RECOMMENDATION: That the City Council approve writing off accounts receivable for three individual customer accounts totaling \$138,736 with aging between 11 and 14 years. (Finance and Governance Committee approved 3-0)

Fire Department

4. SUBJECT: Ventura County COVID-19 Cities Assistance Program.
RECOMMENDATION: That City Council adopt **Resolution No. 15,398** ratifying the Subaward Agreement for the Ventura County COVID-19 Cities Assistance Program (A-8264) between Ventura County and the City of Oxnard for Coronavirus Relief Funds (CRF) in an amount not to exceed \$1,379,570, and authorizing and approving the execution and submittal by the City Manager or designee of any additional agreements, forms and documentation that may be required regarding the City's allocation of such funds. (Finance & Governance Committee approved 3-0)

Public Works Department

5. SUBJECT: Adoption of **Ordinance No. 2989** Amending Chapter 18 (Floodplain Management) of the Oxnard City Code.
RECOMMENDATION: That the City Council waive further reading and adopt Ordinance No. 2989 amending various sections of Chapter 18 (Floodplain Management) of the Oxnard City Code to comply with the current California Model Floodplain Management Ordinance. (Public Works and Transportation Committee approved 3-0)

It was moved by Councilmember MacDonald, seconded by Councilmember Perello, to approve the Information/Consent items as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

K. PUBLIC HEARINGS

Community Development Department

1. SUBJECT: Amendment to Chapter 11, Article XVII of the Oxnard City Code (OCC) Pertaining to Commercial Cannabis Regulations, Repeal of Chapter 11, Article XV of the OCC Pertaining to Medical Cannabis Delivery, and Repeal of Chapter 7, Article XVI of the OCC Pertaining to Cannabis and Medical Cannabis Activities.
RECOMMENDATION: That the City Council:
 1. Introduce an Ordinance (by title only, waiving further reading) that:
 - A. Repeals and readopts Chapter 11, Article XVII of the Oxnard City Code (Oxnard City Code Sections 11-450 to 11-496) regarding Commercial Cannabis Regulations;
 - B. Repeals Chapter 11, Article XV of the Oxnard City Code (Oxnard City Code Section 11-390 to 11-403) regarding medical cannabis delivery; and

- C. Repeals Chapter 7, Article XVI of the Oxnard City Code (Oxnard City Code Sections 7-280 to 7-285) regarding cannabis and medical cannabis activities; and
- 2. Authorize the waiver of permit fees (Phases 1 to 3) for the City's new retail cannabis and local equity retail cannabis program for those entities that participated in the City's prior retail cannabis and local equity retail cannabis program.

The City Clerk announced the affidavit of publication and stated that five written communications had been received. The Planning and Sustainability Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Lesa Slaughter, Violeta Aguilar-Wyrick, Gene S. Fein, Nancy Lindholm, Jim Gilmer, Tigran Khachatryan, Margarita Tsalyuk, Kirill Merkulov, Kevin Krivitsky, Ronney Jenkins, Mike Saghian, Courtney Caron, Trevor Zierhut, Yvonne DeLa Rosa Geen, Zach McKinnon, Vanessa Hernandez, Jessica Reuven, and Michael Chernis. Written comments were received from James Aragon, Michael Chernis, Vanessa Hernandez, David Osborne, Yvonne DeLaRosa-Green, Lauren Fontein, Amanda Kilroe, and Jesus Torres.

With no further requests to speak and without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Council Member Lopez, seconded by Councilmember Perello, to approve the recommended action as presented, including the suggested revision to Section 11-457(D) as presented during the report from staff. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

L. REPORTS

Fire Department

1. SUBJECT: Ambulance Services Feasibility Study.

RECOMMENDATION: That the City Council receive a report on the findings of the Ambulance Valuation and Feasibility study conducted by AP Triton, LLC; and adopt **Resolution No. 15,399** directing the City Manager to:

1. Assert the City's statutory right to provide emergency ambulance and medical services pursuant to California Health and Safety Code Section 1797.201; and
 2. Provide the City's notice of intention to withdraw from the Joint Powers Agreement regarding countywide ambulance services to all pertinent parties.
- (Public Safety Committee approved 3-0)

The Interim Fire Chief gave a report. Public comments were received from Ray Blattel, Tony Norton, Pat Brown, Daniel Shepherd, Nancy Lindholm, Jeremy Shumaker, Steve Carroll, and Trevor Zierhut. Written comments were received from Tom Holstein, Pamela Johnston, Steve Carroll, and Daniel Shepherd. Discussion ensued among the Council and staff.

It was moved by Mayor Flynn, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented, with direction to the City Manager to meet with the County to discuss the city's the current ambulance service. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

M. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None received.)

N. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION (Government Code Section 54956.9(d)(1))
Name of case: Ray v. Heritage Square Property Owners Association; et al.
Ventura County Superior Court Case No. 56-2019-00535251-CU-PO-VTA
Legislative Body: City Council

Mayor Flynn read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title of the litigation being discussed is Ray v. Heritage Square Property Owners Association; et al.”

At 10:14 p.m., the City Council recessed to a closed session. At 10:33 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney announced that there were no reportable actions out of closed session.

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:33 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.2**

DATE: December 15, 2020

TO: City Council, Financing Authority, Housing Authority Board, Successor Agency

FROM: Alexander Nguyen, City Manager, (805) 385-7430, alexander.nguyen@oxnard.org

SUBJECT: 2021 Meeting Schedule for Legislative Bodies.

RECOMMENDATION

That City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority approve the proposed meeting dates for the calendar year 2021.

BACKGROUND

On November 13, 2018, the City Council adopted Ordinance No. 2949 amending Chapter 2, Article 1, Section 2-1 and adding Section 2-1.1 to the City Code regarding the regular City Council meeting schedule and establishing City Council committees, to take effect January 1, 2019.

Per Oxnard City Code section 2-1.1, the City Council will meet the first and third Tuesdays of the month. City Committees will meet the second and fourth Tuesdays of the month. The Council has the ability to schedule additional meetings as necessary or to cancel meetings due to lack of business.

Staff proposes the following meeting dates for City Council, Community Development Commission Successor Agency, Financing Authority, and Housing Authority as following for the calendar year 2021.

City Council meetings (First and Third Tuesdays) are as follows:

January 5 and 19
February 2, 16 and 25
March 2, 16 and 30
April 6, 20 and 29
May 4 and 18
June 1, 15 and 29
July 6, 20 and 29
September 7 and 21
October 5 and 19
November 2 and 16
December 7 and 21

City Council Committees (Second and Fourth Tuesdays) are as follows:

January 12 and 26
February 9 and 23

March 9 and 23
 April 13 and 27
 May 11 and 25
 June 8 and 22
 July 13 and 27
 September 14 and 28
 October 12 and 26
 November 9 and 23
 December 14 and 28

*Staff is recommending meeting on this date.

The Tuesdays on which the Council would not meet, along with the reasons are listed below:

August 3, 10, 17, 24 and 31 Council recess the month of August

This schedule results in a total of 49 meetings for the 2021 calendar year. The Council has the ability to schedule additional special meetings as needed. It is further recommended that Council continue the practice previously authorized by Council on June 4, 2013, of commencing the public portion of meetings at 6:00 p.m. Closed sessions would continue to start as early as 4:30 p.m., as needed. The City Council meetings are televised on Spectrum, Channel 10 and Frontier Communications, Channel 35. Residents also have access to Council meetings via the Internet or YouTube, both in real time and archived following the meetings at www.oxnard.org/city-meetings.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Luly Lopez, Executive Assistant I

ATTACHMENTS

1. 2021 City Calendar with holidays

2021 OXNARD CITY COUNCIL MEETINGS

 City Council (1st & 3rd Tues)
 Committee (2nd & 4th Tues)
 Holiday/Closed Fridays
 Half-Day Holiday

JANUARY						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
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24	25	26	27	28	29	30
31						

FEBRUARY						
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28						

MARCH						
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28	29	30	31			

APRIL						
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MAY						
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NOVEMBER						
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28	29	30				

DECEMBER						
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**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.3**

DATE: December 15, 2020

TO: City Council

FROM: Stephen Fischer, City Attorney, (805) 385-7483, stephen.fischer@oxnard.org

SUBJECT: Measure E Transactions and Use Tax Implementation.

RECOMMENDATION

That the City Council:

1. Adopt a resolution approving and authorizing the Mayor to execute the Agreement for Preparation to Administer and Operate City's Transactions and Use Tax Ordinance (A-8277) and the Agreement for State Administration of City Transactions and Use Taxes (A-8278) with the California Department of Tax and Fee Administration (CDTFA); and
2. Adopt a Resolution Authorizing the Examination of Transactions (Sales) and Use Tax Records.

BACKGROUND

On November 3, 2020, Oxnard voters approved Measure E, which authorizes a 1.5% transactions and use tax. In order to begin receiving the tax, it is necessary for the City to complete several administrative steps, including entering into agreements with the CDTFA for the collection and administration of the Measure E tax.

The CDTFA is the state agency responsible for overseeing the collection and reporting of all sales taxes throughout the state. In its role as administrator, CDTFA collects sales taxes from retailers throughout the state and remits these revenues to cities, counties, and special districts, as applicable. To that end, in order for the City to begin receiving Measure E revenues in July of 2021, which retailers begin collecting in April of 2021, it is necessary to take the following actions required by the CDTFA:

-- Adopt a resolution approving and authorizing the execution of two agreements with CDTFA for CDTFA's preparation to administer and for its administration of the Measure E tax.

-- Adopt a resolution authorizing the examination of CDTFA transactions and use tax records.

The Agreement for Preparation to Administer and Operate the City's Transactions and Use Tax authorizes the CDTFA to do the necessary preparatory work to administer the Measure E tax. This includes work related to developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the CDTFA's staff and for taxpayers, and any other necessary functions. As part of this agreement, the CDTFA will notify retailers of the new tax rate that becomes effective April 1, 2021. Pursuant to California law, the maximum amount of all costs to be paid by the City to the CDTFA for these services shall not exceed \$175,000. However, it is expected that the actual cost will likely be less, because this one-time cost will be allocated among all agencies implementing a new tax rate at the same time as the City.

The Agreement for State Administration of City Transactions and Use Taxes authorizes the CDTFA to administer and implement the Measure E transactions and use tax on an ongoing basis each year. This includes administrative and

operational functions, such as ensuring compliance with the guidelines established in the City's Transactions and Use Tax Ordinance, collecting funds from retailers, reviewing payment submissions for appropriateness, and remitting funds to the City. The annual fee for the CDTFA's cost to administer the Measure E tax will be deducted from the taxes collected for the City.

The Resolution Authorizing the Examination of Transactions (Sales) and Use Tax Records replaces Resolution No. 15,208 adopted by the City Council in March of 2019 and authorizes certain City officials and the City's sales tax consultant, Hinderliter, de Llamas & Associates, to access confidential sales tax data for specified purposes.

By approving the proposed resolutions noted above, the City can proceed with the next steps necessary to implement and collect revenue for the Measure E 1.5% transactions and use tax.

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

The voter-approved Measure E transactions and use tax will start being collected April 1, 2021. It is estimated that approximately \$10 million in revenues will be collected in the remainder of Fiscal Year 2021-22, for the months of April through June 2021. Once fully implemented, it is estimated that the tax will generate approximately \$40 million annually, increasing in future years as consumer and business spending subject to the tax recovers from the recession.

The agreement with CDTFA to perform the necessary preparatory work to implement the tax should cost no more than \$175,000. The actual cost will likely be less, as it will be split amongst the number of agencies that are implementing a tax at the same time. The cost of the CDTFA's preparatory services will be paid from Measure E revenues received during this fiscal year.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Donna Ventura, Assistant Chief Financial Officer, Kevin Riper, Chief Financial Officer, Stephen Fischer, City Attorney

ATTACHMENTS

1. City Resolution to Execute Agreements
2. City Preparatory Agreement
3. City Administration Agreement
4. Resolution For Examination of Confidential Records
5. Resolution No. 15,208

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE
CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION FOR
IMPLEMENTATION OF A LOCAL TRANSACTIONS AND USE TAX.**

WHEREAS, on November 3, 2020, the voters of the City of Oxnard approved Ordinance No. 2990 amending the Oxnard City Code and providing for a local transactions and use tax; and

WHEREAS, the California Department of Tax and Fee Administration (Department) administers and collects the transactions and use taxes for all applicable jurisdictions within the state; and

WHEREAS, the Department will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Department requires that the City enter into a “Preparatory Agreement” and an “Administration Agreement” prior to implementation of said taxes, and

WHEREAS, the Department requires that the City Council authorize the agreements;

NOW, THEREFORE, the City Council of the City of Oxnard resolves that the “Preparatory Agreement” attached as Exhibit A and the “Administrative Agreement” attached as Exhibit B are hereby approved and the Mayor is hereby authorized to execute each agreement.

PASSED AND ADOPTED THIS 15th day of December, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSENT:

ATTEST:

Mayor

City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Oxnard, hereinafter called *City*, and the CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION, hereinafter called *Department*, do agree as follows:

1. The Department agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.

2. City agrees to pay to the Department at the times and in the amounts hereinafter specified all of the Department's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Department's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Department's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.

3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Department. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.

4. Any dispute as to the amount of preparatory costs incurred by the Department shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.

5. Preparatory costs incurred by the Department shall be billed by the Department periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Department the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.

6. The amount to be paid by City for the Department's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Department shall be addressed to:

California Department of Tax and Fee Administration
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to City shall be addressed to:

City of Oxnard, Attention: Chief Financial Officer
300 West Third Street, Third Floor
Oxnard, CA 93030

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Department has received all payments due from City under the terms of this agreement.

CITY OF OXNARD

By _____

Mayor

CALIFORNIA DEPARTMENT OF TAX
AND FEE ADMINISTRATION

By _____
Administrator
Local Revenue Branch

(Rev. 11/17)

AGREEMENT FOR STATE ADMINISTRATION OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Oxnard has adopted, and the voters of the City of Oxnard (hereafter called “City” or “District”) have approved by the required majority vote, the City of Oxnard Transactions and Use Tax Ordinance (hereafter called “Ordinance”), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the California State Department of Tax and Fee Administration, (hereinafter called the “Department”) and the City do agree as follows:

ARTICLE I DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 2990, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II ADMINISTRATION AND COLLECTION OF CITY TAXES

A. Administration. The Department and City agree that the Department shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the Department Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Department pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Department shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Department shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Department agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Department shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Department.

G. Records of the Department.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Department agrees to permit authorized personnel of the City to examine the records of the Department, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Department's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Department pursuant to this Agreement.

H. Annexation. City agrees that the Department shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Department. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III

ALLOCATION OF TAX

A. Allocation. In the administration of the Department's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Department, to all districts with which the Department has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Department, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Department in determining the place of use.

ARTICLE IV

COMPENSATION

The City agrees to pay to the Department as the State's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Department for the City.

ARTICLE V

MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Department shall be addressed to:

California State Department of Tax and Fee Administration
P.O. Box 942879
Sacramento, California 94279-0027

Attention: Administrator
Local Revenue Branch

Communications and notices to be sent to the City shall be addressed to:

City of Oxnard, Attention: Chief Financial Officer
300 West Third Street, Third Floor
Oxnard, CA 93030

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on April 1, 2020. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Department completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Department written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Department the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Department may retain all payments made by City to Department to prepare to administer the City Ordinance.

2. City will pay to Department and allow Department to retain Department's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Department or to the State of California the amount of any taxes plus interest and penalties, if any, that Department or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Department its costs for rebating or refunding such taxes, interest, or penalties. Department's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Department's staff for use in making these rebates or refunds and any other costs incurred by Department which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Department's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Department. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Department in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Department in connection with such refunds shall be billed by Department on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Department shall bill City on or before the 25th of each month for all costs incurred by Department for the preceding calendar month. City shall pay to Department the amount of such costs on or before the last day of the succeeding month and shall pay to Department the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Department costs incurred in making those refunds.

CITY OF OXNARD

By _____

 Mayor

CALIFORNIA STATE DEPARTMENT OF
 TAX AND FEE ADMINISTRATION

By _____
 Administrator
 Local Revenue Branch

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING THE EXAMINATION OF TRANSACTIONS (SALES) AND USE
TAX RECORDS.**

WHEREAS, pursuant to Ordinance Nos. 2779 and 2990 of the City of Oxnard, hereinafter called City, and Section 7270 of the Revenue and Taxation Code, the City entered into contracts with the California Department of Tax and Fee Administration (CDTFA) to perform all functions incident to the administration and operation of the Transactions and Use Tax Ordinances and taxes collected pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law; and

WHEREAS, the City deems it desirable and necessary for authorized representatives of the City to examine confidential transactions (sales) and use tax records of the CDTFA pertaining to transactions (sales) and use taxes collected by the CDTFA for the City pursuant to that contract; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of CDTFA records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from, the transactions (sales) and use tax records of the CDTFA;

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

Section 1. That the City Manager or other officer or employee of the City designated in writing by the City Manager to the CDTFA is hereby appointed to represent the City with authority to examine transactions (sales) and use tax records of the CDTFA pertaining to transactions (sales) and use taxes collected for the City by the CDTFA pursuant to the contracts between the City and the CDTFA. The information obtained by examination of CDTFA records shall be used only for purposes related to the collection of the City's transactions (sales) and use taxes by the CDTFA pursuant to the contracts.

Section 2. That the City Manager or other officer or employee of the City designated in writing by the City Manager to the CDTFA is hereby appointed to represent the City with authority to examine those transactions (sales) and use tax records of the CDTFA for purposes related to the following governmental functions of the City:

- a) Budgeting and Revenue Projections
- b) Economic Development and Strategic Planning
- c) Land Use Planning
- d) Revenue Productivity Analysis
- e) Fiscal & Economic Impact Analysis
- f) Business Licensing and Tax Collection
- g) Other appropriate governmental uses consistent with state law

The information obtained by examination of CDTFA records shall be used only for those governmental functions of the City listed above.

Section 3. That Hinderliter, de Llamas & Associates is hereby designated to examine the transactions (sales) and use tax records of the CDTFA pertaining to transactions (sales) and use taxes collected for the City by the CDTFA. The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with the City to examine those transactions (sales) and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those transactions (sales) and use tax records only to the officer or employee authorized under Section 1 or Section 2 of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in or derived from those transactions (sales) and use tax records after that contract has expired.

BE IT FURTHER RESOLVED that the information obtained by examination of CDTFA records shall be used only for purposes related to the collection of City's transactions (sales) and use taxes by the CDTFA pursuant to the contracts between the City and CDTFA and for purposes relating to the governmental functions of the City listed in Section 2 of this resolution.

Section 4. That this resolution supersedes all prior transactions (sales) and use tax resolutions of the City of Oxnard adopted pursuant to subdivision (b) of Revenue and Taxation Section 7056.

PASSED AND ADOPTED THIS 15th day of December, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,208A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AUTHORIZING EXAMINATION OF SALES OR TRANSACTIONS AND
USE TAX RECORDS

WHEREAS, the City of Oxnard has entered into contracts with the State Board of Equalization to perform all functions incident to the administration and collection of City sales or transactions and use taxes, which duties have been transferred to the California Department of Tax and Fee Administration (the "Board"); and

WHEREAS, the City Council deems it desirable and necessary for authorized representatives of the City to examine confidential sales or transactions and use tax records of the Board pertaining to sales or transactions and use taxes collected by the Board for the City pursuant to those contracts; and

WHEREAS, Section 7056 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board sales or transactions and use tax records, and makes unauthorized disclosure of information contained in or derived from such records unlawful; and

WHEREAS, Section 7056 of the California Revenue and Taxation Code has been amended to broaden the purposes for use of sales or transactions and use tax data that can be authorized by the City Council to improve government operations and effectiveness.

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

Section 1. The City Manager, or other officer or employee of the City designated in writing by the City Manager to the Board, is hereby appointed to represent the City of Oxnard with authority to examine sales or transactions and use tax records of the Board pertaining to sales or transactions and use taxes collected for the City by the Board pursuant to the contracts between the City and the Board.

Section 2. That Hinderliter, de Llamas and Associates is also hereby designated to examine the sales or transactions and use tax records of the Board pertaining to sales or transactions and use taxes collected for the City by the Board. Hinderliter, de Llamas and Associates meets all of the following conditions:

(a) has an existing agreement with the City to examine those sales or transactions and use tax records;

(b) is required by that agreement to disclose information contained in, or derived from, those sales or transactions and use tax records only to the officer or employee authorized under Section 1 of this resolution to examine the information;

(c) is prohibited by that agreement from performing consulting services for a retailer during the term of that contract; and

(d) is prohibited by that agreement from retaining the information contained in or derived from those sales or transactions and use tax records, after that contract has expired.

Section 3. The information obtained by examination of Board records shall be used for the collection of sales or transactions and use taxes and for the following governmental purposes:

- A. Budgeting and Revenue Projections
- B. Economic Development and Strategic Planning
- C. Land Use Planning
- D. Revenue Productivity Analysis
- E. Fiscal & Economic Impact Analysis
- F. Business licensing and tax collection
- G. Other appropriate governmental uses consistent with state law

Section 4. This resolution shall become effective on March 19th, 2019, on which date Resolution Nos. 11,632 and 13,595 are hereby repealed.

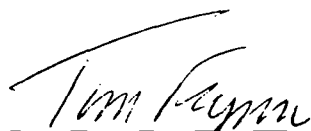
PASSED, APPROVED, and ADOPTED, this 19th day of March, 2019 by the following vote:

AYES: Councilmembers Basua, Flynn, Lopez, MacDonald, Madrigal, Perello and Ramirez.

NOES: None.

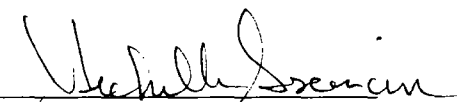
ABSTAIN: None.

ABSENT: None.

 3/19/19

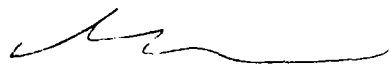
Tim Flynn, Mayor

ATTEST:



Michelle Ascencion, City Clerk

APPROVED AS TO FORM:



Stephen M. Fischer, City Attorney



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.4**

DATE: December 15, 2020

TO: City Council

FROM: Jeff Pengilley, Interim Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Update and Six-Month Extension of Agreement Between the City and Oxnard Downtown Management District (ODMD).

RECOMMENDATION

That the City Council:

1. Receive an update on the efforts to strengthen the Downtown Oxnard Property Based Improvement District; and
2. Approve an extension and amendments to Agreement No. 4192-07-CD (Fifth Amendment) with the Oxnard Downtown Management District, Inc. to extend services to a maximum date of June 30, 2021 and provide for additional ODMD Board appointments.

(Housing and Economic Development Committee approved 3-0)

BACKGROUND

In May 2001, the City Council of the City of Oxnard established the Downtown PBID (the “District”), a property-based business improvement district (“PBID”). The District has been renewed four times since then and is currently authorized until July 2024.

The City of Oxnard entered into an Agreement for Services (“Agreement”) with the Oxnard Downtown Management District, Inc. (“ODMD”), a nonprofit mutual benefit corporation on July 1, 2006. This agreement has been amended four times, with the latest amendment on June 30, 2020, which extended the agreement for just 6 months (to December 31, 2020). The Agreement establishes the contractual relationship between the City and the ODMD and each of the parties’ responsibilities, as outlined in the PBID law of 1994. Most contracts between cities and other management corporations spell out the obligations of adherence to the Brown Act and expectations on the delivery of special benefit services to property owners. The current agreement is silent on many of these issues.

On December 17, 2019, Marco Li Mandri with New City America, Inc. presented to the City Council a vision for downtown Oxnard and a road-map to achieve this vision. Part of that road-map is contracting with a charitable non-profit and results-oriented management corporation overseeing the PBID for this renewed term.

Intent of the Six Month Extension

It has been a long-standing goal of the City Council to revitalize Oxnard’s historic downtown. Despite having created a downtown property-based improvement district in 2001 plus an Agreement with the ODMD since 2006, downtown Oxnard continues to experience a high number of vacancies, undeveloped properties, and a high concentration of homeless persons congregating in and around Plaza Park and vacant properties. Incidents related to vagrancy have impacted many merchants. In addition, the ODMD has not prioritized creating a cohesive mission and strategic plan to reinvigorate the downtown and attract businesses which would help infuse money into the district. Most importantly, best

practices, such as having board members serve on focused committee groups or effective board composition, have yet to be achieved by successive Boards that have managed the Downtown PBID.

Simultaneously, the City has cut back funding citywide on parks and maintenance. Because of the city's reduction in services (citywide) the ODMD has chosen to fill these gaps with increased efforts and funding towards cleaning and maintenance. In addition, after many years of stopping and starting on downtown plans, the City finally adopted a new zone code (2019). However, with the pandemic and economic crisis which ensued, Madison Park, the developer chosen to redevelop the Social Security Building/North Plaza (425 South B Street) and East Plaza (538 South B Street), terminated the agreement to purchase and build two large residential mixed-use developments which would have catapulted investment in our downtown. Fortunately, plans for several other developments with hundreds of units have been submitted which will greatly assist in bringing residents and new commercial development to our downtown.

Consistent with the vision presented by New City America (Marco Li Mandri), we have spent the last year working with the ODMD Board on important changes to assist them in a management structure that is more effective by focusing their time, efforts, and budget on creating a vibrant downtown. There are three fundamental recommended changes:

1. Change the basic structure from a 501(c)(4) to a 501(c)(3)
2. Strengthen the entrepreneurial ecosystem and attract top tier businesses
3. Maximize the efficiency of the district Board of Directors by forming three committees
4. Clean and Safe
5. District Identity
6. Organization/Executive Director

As presented to Council on June 30, 2020, staff committed to work with the ODMD during the 6-month term of the Agreement to produce a revised Board and new district management corporation. In July 2020, the City created a Downtown Oxnard Task Force (DOTF) composed of three current ODMD board members, four downtown stakeholders, Marco Li Mandri, the City Manager, the Assistant City Manager, and the Economic Development Manager. The DOTF has met seven (7) times by the printing of this agenda (7/22, 8/20, 9/17, 9/24, 10/22, 11/3, 11/9) and is scheduled to meet several more times to finalize the recommendations to the current ODMD Board and City Council.

Through these meetings the DOTF recommended the creation of the Downtown Oxnard Improvement Association ("DOIA"), a 501(c)(3), to replace the existing 501(c)(4) (ODMD's structure). A 501(c)(3) is a public benefit nonprofit corporation whereas the ODMD is a 501(c)(4), a private nonprofit organization operating on behalf of the property owners within the District boundaries. This public benefit structure 501(c)(3) will more easily enable the organization to obtain grants and donations.

To implement the creation of a new 501(c)(3) we developed Articles of Incorporation and bylaws, which were approved by the DOTF. The bylaws are rules and principles that define the governing structure and provide a framework for the DOIA. The ODMD accepted these recommendations at their October 28, 2020 meeting. New City America submitted, and received approval of, the Articles of Incorporation by the Secretary of State. Now that the Articles have been stamped and approved, the bylaws will be submitted, along with the appropriate IRS application, to seek charitable status. We anticipate this approval will occur sometime in early 2021.

While working with the DOTF on the bylaws and district management structure, the DOTF also issued Request For Proposal (RFPs) for Executive Management, Maintenance, and Creative Marketing for the new organization. Currently the Executive Management role is filled by Abel Magana; the Maintenance program is staffed in-house with 2 full time and 2 part time employees; and Creative Marketing services consist mostly of social media posts which are handled by an office manager with ODMD. The intent of releasing the RFPs was to ensure that the district is receiving the highest quality services for the budgeted amounts. The DOTF received four responses to the Executive Management RFP, two for the Maintenance RFP, and four for the Creative Marketing RFP.

As of the writing of this staff report, the DOTF interviewed two Maintenance firms, as well as four applicants for the

Executive Management position. The Creative Marketing interviews are not yet scheduled. Upon completion of the interviews, staff will provide a recommendation to the ODMD and City Council.

The DOTF has accomplished a lot over these last six months, but will not be completed with a new management structure, nor have the Secretary of State approvals by the end of the Agreement. Therefore, staff is requesting a maximum of a 6 month extension in order to complete the interview process, make recommendations on which service providers DOIA should hire, and to establish clear, result-oriented goals for the DOIA and the Director which can be incorporated into the agreement between the City and the newly formed DOIA. Therefore, as part of the agreement extension the following changes are recommended:

1. Extend the term to a maximum term ending on June 30, 2021;
2. Strengthen the termination provision to allow for the subject agreement to be terminated upon Council approval of an agreement with DOIA with appropriate appeals in place; and
3. Authorize the City Manager to appoint three members to the ODMD effective January 1, 2021, who will serve until an agreement with DOIA is approved by City Council.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

There is no new financial impact associated with this report. Per the annual levy approved by Council on June 30, 2020, the proposed assessment for the District is \$502,357.00, which reflects no rate increase over the previous fiscal year. Of the total assessments to be levied, \$351,363.39 is to be charged to private owners and \$150,993.61 to public agencies.

COMMITTEE OUTCOME

The Housing and Economic Development Committee recommended 3-0 on November 24, 2020 to approve the staff recommendation and to forward the item for Council approval. The Housing and Economic Development Committee emphasized the importance of defining roles and setting expectations for both the Downtown Oxnard Improvement Association ("DOIA"), a 501(c)(3) and the City in the new Agreement. Committee members indicated that this lack of clarity has contributed to the lack of progress in revitalizing the Downtown. Furthermore, councilmembers suggested that the role of the DOIA Board should also be clearly defined and recommended that the contract indicate what the deliverables are for both the Executive Director and his/her Board of Directors.

Prepared by: Rosie Ornelas, Economic Development Manager

ATTACHMENTS

1. Fifth Amendment to Agreement for Services between City and ODMD INC.rev
2. Agreement No. 4192-07-CD with Amendments

FIFTH AMENDMENT TO AGREEMENT FOR SERVICES

This FIFTH Amendment (“Fifth Amendment”) to the Agreement for Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this ____ day of December, 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation (“ODMD Inc.”). This Fifth Amendment amends the Agreement entered into on July 1, 2006, by City and ODMD Inc. The Agreement previously has been amended on June 28, 2011, by a First Amendment, on December 13, 2011, by a Second Amendment, on April 28, 2015, by a Third Amendment, and on May 5, 2020 by a Fourth Amendment.

City and ODMD Inc. agree as follows:

1. In Section 1.1 of the Agreement the end-of-term date “December 31, 2020” is deleted and replaced with the date “June 30, 2021”.
2. The City Manager is authorized to appoint up to three members to the ODMD Inc. Board of Directors, and the ODMD Inc. Board of Directors shall amend its bylaws to provide for such appointments. These appointments shall be in addition to the appointments currently provided in section 2.(a) of Article VI of the Bylaws of Oxnard Management District, Inc.
3. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

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

CITY OF OXNARD

**OXNARD DOWNTOWN MANAGEMENT
DISTRICT INC.**

Tim Flynn, Mayor¹ Date

Oswaldo Lopez, Board Chair ² Date

ATTEST:

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

Agreement No. 4192-07-CD

**CITY OF OXNARD
AGREEMENT FOR SERVICES**

This Agreement for Management Services ("Agreement") is made and entered into in the County of Ventura, State of California, effective the 1st day of July, 2006, by and between the City of Oxnard, a municipal corporation ("City"), and the Oxnard Downtown Management District Inc., a nonprofit mutual benefit corporation, ("ODMD INC.").

WHEREAS, pursuant to its Resolution No. 11,930 ("Resolution") the City Council of the City has established a property and business improvement district designated as the "Oxnard Downtown Management District" ("District"), under Section 36600, et seq. of the California Streets and Highway Code ("Act"); and

WHEREAS, pursuant to the Resolution and the Act, assessments will be levied annually against the assessable parcels in the District commencing with Fiscal Year 2001/2002 and continuing through Fiscal Year 2010-2011; and

WHEREAS, such assessments may be used only for the purposes set forth in the Resolution; and

WHEREAS, the City desires to contract for the administration of a program of improvements and activities and the use of the assessments in connection with the District for Calendar Year 2002 through June 30, 2011, with an owners association in accordance with the Act; and

WHEREAS, ODMD INC., an owners' association, proposes to administer such program of improvements and activities for the term provided in this Agreement.

NOW, THEREFORE, the City and ODMD INC. mutually agree as follows:

1. Term of Agreement/Default/Termination

- 1.1. The term of this Agreement shall be from July 1, 2006, to June 30, 2011.
- 1.2. In the case of a default by ODMD INC., the City may terminate this Agreement by giving written notice to ODMD INC. in accordance with Paragraph 8 of this Agreement.
- 1.3. Upon termination or expiration of this Agreement, all unexpended monies for the District and all assets purchased with District funds may be distributed to a nonprofit fund foundation, or corporation within the City of Oxnard, which is organized and operated exclusively for nonprofit purposes and which has established its tax exempt status under appropriate sections of the Internal Revenue Code (and which is qualified for exemption from taxation under appropriate sections of the California Revenue and Taxation Code, in accordance with the Act.)

2. Use of Funds

- 2.1. Funds received by ODMD INC. pursuant to this Agreement shall only be expended for the purposes stated in the Resolution and authorized by the Act.

Such funds shall be expended in accordance with the Management District Plan and each annual report prepared by ODMD INC. pursuant to Section 36650 of the Act and approved by the City Council.

3. ODMD INC. Responsibilities

- 3.1. ODMD INC. shall administer the District work program and perform all of the services specified in the Management District Plan and each annual report of ODMD INC. pursuant to Section 36650 of the Act and approved by the City Council, and in this regard shall cooperate with the City Manager of the City or such personnel as the City Manager designates.
- 3.2. Throughout the term of this Agreement, ODMD INC. shall submit to the City's Finance Director the following:
- 3.2.1. Quarterly Expense Reports. By the 30th day of the first month of each quarter, beginning October 31, 2006, ODMD INC. shall submit a quarterly expense report for the previous quarter.
- 3.2.2. Annual Report. By each June 1st, beginning June 1, 2007, ODMD INC. shall submit a report for the current Fiscal Year complying with Section 36650 of the Act
- 3.2.3. Financial Statements. By each September 30th, beginning September 30, 2007, ODMD INC. shall submit a statement of income and expenses of ODMD INC. in relation to the District, reviewed by a certified public accountant covering the previous Fiscal Year. Notwithstanding the termination date of this Agreement, ODMD INC. shall submit a statement of income and expenses of ODMD INC. in relation to the District, covering Fiscal Year 2011 by September 30, 2012.
- 3.2.4. Other Financial Information. Within 10 days of a request of the City's Finance Director, ODMD INC. shall provide such other financial information of ODMD INC. in relation to the District as the City's Finance Director shall reasonably request.
- 3.3. ODMD INC. hereby agrees to comply with all Federal, State, and City laws and regulations as they relate to the administration of the District.

4. City Responsibilities

- 4.1. The City shall submit to the County of Ventura each year an annual assessment roll for the District for Fiscal Years 2006/2007 through 2010/2011 and shall disburse the District assessment revenues received by the City from the County of Ventura to ODMD INC. in accordance with Section 5.1 hereof.

- 4.2. With respect to any public agencies for which the County of Ventura does not bill the annual District assessments, the City shall hand bill such agencies for the District assessments, including enforcement of the collection of such assessments.
- 4.3. The City shall review all reports submitted by ODMD INC.
- 4.4. The City shall make available to ODMD INC. such information in its possession, except for information, which is determined to be confidential information by the City Attorney, which is necessary for implementation of the District work program.
- 4.5. The City shall report to ODMD INC. on an annual basis as to the status of District assessment revenues collected so that ODMD INC. can adjust its budget and work program accordingly.

5. Disbursements

- 5.1. Commencing with Calendar Year 2007 and continuing through December 31, 2011, the City shall remit to ODMD INC. the District assessment revenues collected by the County of Ventura and paid to the City within 30 days of receipt of such revenues by the City from the County of Ventura.

6. Audits, Accounting, and Audit Exceptions

- 6.1. ODMD INC.'s program, as it relates to the District, will be audited in accordance with the City's policy and funding guidelines. The City or its authorized representatives shall, with 10 days' prior notice, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of ODMD INC.
- 6.2. ODMD INC. staff will cooperate fully with authorized auditors when they conduct audits and examinations of ODMD INC.'s program, as it relates to the District. If indications of misappropriation or misapplication of the funds governed by this Agreement cause the City to require a special audit, the cost of the audit shall be paid by ODMD INC. Should it be subsequently determined that the special audit was not reasonably warranted, the amount will be restored to ODMD INC. The right to audit, as provided by this Section, shall be for a period of three (3) years from the date of submission of the financial report in question or any indication or notice to the City of any misappropriation or misapplication of funds by ODMD INC., whichever is later.
- 6.3. ODMD INC. will establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards. The system shall detail all costs chargeable to the District under this Agreement and shall substantiate all such costs, meeting acceptable standards for major public entities in Southern California, and complying with any applicable Federal standards. The system shall meet the minimum fiscal and internal control requirements as reasonably determined by the City.

7. Insurance

- 7.1. ODMD INC. shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-B, attached hereto

and incorporated herein by this reference, issued by a company satisfactory to the City's Risk Manager, unless the Risk Manager waives, in writing, the requirement that ODMD INC. obtain and maintain such insurance coverages.

- 7.2. ODMD INC. shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-B. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-B.
- 7.3. Maintenance of proper insurance coverages by ODMD INC. is a material element of this Agreement. ODMD INC.'s failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

8. Notices

- 8.1. All notices, plans, or reports permitted or required under this Agreement shall be in writing, and shall be deemed made when personally delivered to the following persons as provided in this Agreement. Additionally, such notices shall be deemed made 48 hours after deposited in the U.S. Mail, first class postage prepaid, and addressed to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

CITY OF OXNARD
 305 West Third Street, Third Floor
 Oxnard, CA 93030
 Attention: Director of Community Development

ODMD INC.
 326 South "B" Street
 Oxnard, CA 93030
 Attention: Board of Directors, Chair

9. Conflict of Interest.

- 9.1. For the duration of this Agreement, neither ODMD INC. nor its employees will act as ODMD INC. or perform services of any kind for any other person or entity in regard to the District without the prior written consent of the City. In addition, neither members of the Board of Directors of ODMD INC., nor its Chief Executive Officer, may enter into any additional contracts in regard to the District, nor vote on any District matter when such contract or matter would be of financial benefit to the member or director over and above the general financial benefit to all members in the District.

10. Nondiscrimination

- 10.1. ODMD INC. represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of political affiliation or opinion, age, ancestry, marital status, physical condition, pregnancy, or pregnancy-related condition, race, religion, color, sex, sexual orientation, national origin, or medical condition.

11. General Provisions

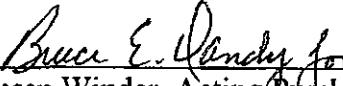
- 11.1. Assignment. ODMD INC. agrees that this Agreement contemplates personal performance by ODMD INC. and is based upon a determination of ODMD INC.'s personnel's unique competence, experience, and specialized personal knowledge. Neither this Agreement, nor any interest herein, shall be assigned by any party without the prior written consent of the other party.
- 11.2. Independent Contractor. It is agreed and understood that ODMD INC. is a wholly independent contractor. This Agreement is not intended and shall not be construed to create the relationship of agent, employee, servant, partnership, joint venture, or association as between the City and the ODMD INC. Neither City nor its agents shall have control over the conduct of ODMD INC. except as set forth herein. The City shall have no liability or responsibility for payment of any wage or benefits to ODMD INC. employees, for whom the ODMD INC. shall bear sole responsibility and liability.
- 11.3. Default of Contractor. In the case of default by ODMD INC. in providing any service, or in performing this Agreement, the City may, in addition to all other remedies it may have, including but not limited to termination of the Agreement and/or filing of a suit at law or equity, obtain such services from other sources and deduct the cost thereof from any costs due or thereafter owing to ODMD INC. relating to such items or to otherwise claim and collect such costs.
- 11.4. Attorney's Fees. If a legal action or proceeding is sought by any party because of default under this Agreement, or to enforce a provision thereof, the prevailing party therein shall be entitled, in addition to any other relief, to recover reasonable attorney's fees and court costs from the losing party as determined by the court in which said action or proceeding is pending.
- 11.5. Indemnity. ODMD INC. agrees to indemnify, hold harmless, and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by ODMD INC. or its agents, employees, subcontractors, and other persons acting on ODMD INC.'s behalf. This agreement to indemnify, hold harmless, and defend shall apply whether such acts or omissions are the product of

active negligence, passive negligence, or acts for which ODMD INC. or its agents, employees, subcontractors, ODMD INC., and other persons acting on ODMD INC.'s behalf would be held strictly liable.

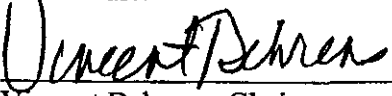
- 11.6. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement may only be modified in writing signed by both parties.
- 11.7. Governing Law. This Agreement shall be governed by the laws of the State of California.
- 11.8. Time of Essence. Time is of the essence of each and every provision of this Agreement.
- 11.9. Permits, Licenses, Certificates. ODMD INC., at ODMD INC.'s sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.
- 11.10. Successors and Assigns. ODMD INC. and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of ODMD INC. and City.
- 11.11. Covenants and Conditions. ODMD INC. and City agree that each term and each provision of this Agreement to be performed by ODMD INC. shall be construed to be both a covenant and a condition.
- 11.12. Governing Law. City and ODMD INC. agree that the construction and interpretation of this Agreement and the rights and duties of City and ODMD INC. hereunder shall be governed by the laws of the State of California.
- 11.13. Compliance with Laws. ODMD INC. agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by ODMD INC. pursuant to this Agreement.
- 11.14. Severability. City and ODMD INC. agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.
- 11.15. Waiver. City and ODMD INC. agree that no waiver of a breach of any provision of this Agreement by either ODMD INC. or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or ODMD INC. to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

- 11.16. Counterparts. City and ODMD INC. agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
- 11.17. Amendment. City and ODMD INC. agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and ODMD INC.

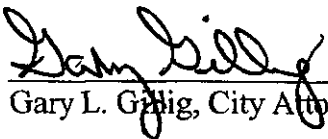
CITY OF OXNARD


Susan Winder, Acting Purchasing Agent

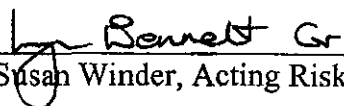
Oxnard Downtown Management
District Inc.


Vincent Behrens, Chairman

APPROVED AS TO FORM:

 07-17-07
Gary L. Gellig, City Attorney

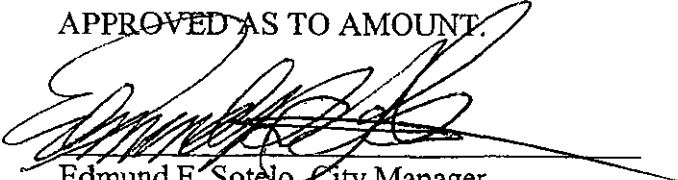
APPROVED AS TO INSURANCE:

 7/17/07
Susan Winder, Acting Risk Manager

APPROVED AS TO CONTENT:


Curtis P. Cannon, Community Development Director

APPROVED AS TO AMOUNT:


Edmund F. Sotelo, City Manager

ACORD 25 (2001/08) CERTIFICATE OF LIABILITY INSURANCE

ITEM #K-4 06/07/2007

PRODUCER (805)483-2477 FAX (805)483-8254 Laubacher Insurance Agency Calif. Lic. #0593569 P.O. Box 31 Oxnard, CA 93032		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.	
INSURED Oxnard Downtown Management District, Inc. 326 South B Street Oxnard, CA 93030		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Nautilus Insurance Company	
		INSURER B: United Financial Casualty Co.	
		INSURER C:	
		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 TR / INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NC579008	08/08/2006	08/08/2007	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY \$ 1,000,000
B	AUTOMOBILE LIABILITY	03269768-1	10/20/2006	10/20/2007	GENERAL AGGREGATE \$ 1,000,000
	☐ ANY AUTO				PRODUCTS - COMPROP AGG \$ Included
	☐ ALL OWNED AUTOS				
	☒ SCHEDULED AUTOS				
	☒ HIRED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	☒ NON-OWNED AUTOS				BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE \$
	☐ DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
	YES, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Oxnard, its Officers, Agents & Employees are named as additional insureds as required by City Agreement.

10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER City of Oxnard Attn: Risk Manager 300 W. Third Street, #302 Oxnard, CA 93030	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Thomas Laubacher
--	---

POLICYHOLDER COPY

SL

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-11-2007

GROUP:
POLICY NUMBER: 1730151-2007
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 02-28-2008
02-28-2007/02-28-2008CITY OF OXNARD
RISK MANAGEMENT
300 W 3RD ST STE 302
OXNARD CA 93030-5798

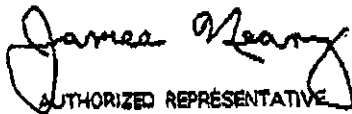
SL

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions of such policy.


AUTHORIZED REPRESENTATIVE
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-11-2007 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

OXNARD DOWNTOWN MANAGEMENT DISTRICT INC. (A
NON-PROFIT MUTUAL BENEFIT CORP)
328 S B ST
OXNARD CA 93030

POLICY NUMBER: NC579008

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT
CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Oxnard
Its Officers, Agents & Employees

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

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 1 85 Copyright, Insurance Services Office, Inc., 1982

CCO/10600-30in:common/forms.addinsurgeneral.doc

(rev 2/05)

Agreement No. 4192-07-CD

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This First Amendment ("First Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 28th day of June, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and the Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation ("ODMD INC."). This First Amendment amends the Agreement which was effective July 1, 2006, between City and ODMD INC.

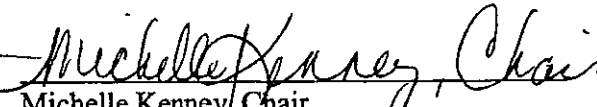
City and ODMD INC. agree as follows:

1. In section 1.1 of the Agreement, the date "June 30, 2011" is deleted and replaced by the date "December 31, 2011."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

OXNARD DOWNTOWN MANAGEMENT
DISTRICT, INC.

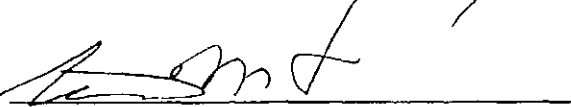
 Dr. Thomas E. Holden, Mayor


 Michelle Kenney, Chair

ATTEST:


 Daniel Martinez, City Clerk

APPROVED AS TO FORM:


 Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:


 James Cameron, Risk Manager

APPROVED AS TO CONTENT:


 Curtis P. Cannon, Project Manager

APPROVED AS TO AMOUNT:


 Edmund F. Sotelo, City Manager

 COUNCIL APPROVAL
 DATE: 6/28/11 AGENDA # I-4

Agreement No. 4192-07-CD

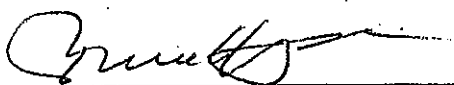
SECOND AMENDMENT TO AGREEMENT FOR SERVICES

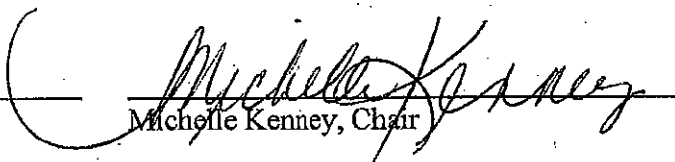
This Second Amendment ("Second Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of December, 2011, by and between the City of Oxnard, a municipal corporation ("City"), and the Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation ("ODMD INC."). The Second Amendment amends the Agreement which was effective June 28, 2011, between City and ODMD INC.

City and ODMD INC. agree as follows:

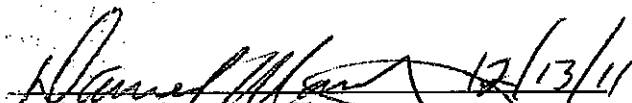
1. In section 1.1 of the Agreement, the date "December 31, 2011" is deleted and replaced by the date "December 31, 2014."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

OXNARD DOWNTOWN MANAGEMENT
DISTRICT, INC.

 Dr. Thomas E. Holden, Mayor


 Michelle Kenney, Chair

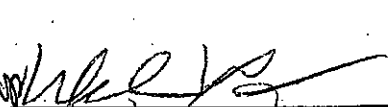
ATTEST:


 Daniel Martinez, City Clerk

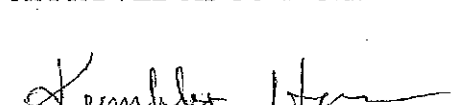
APPROVED AS TO FORM:


 Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:


 James Cameron, Risk Manager

APPROVED AS TO CONTENT:


 Kimberly Horner, Project Manager

APPROVED AS TO AMOUNT:


 Edmund E. Sotelo, City Manager

 COUNCIL APPROVAL
 DATE: 12-13-11 AGENDA # 7-7

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 notes 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-B.doc

POLICYHOLDER COPY

SL



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 02-01-2011

GROUP:

POLICY NUMBER: 1374527-2011

CERTIFICATE ID: 3

CERTIFICATE EXPIRES: 02-01-2012
02-01-2011/02-01-2012

CITY OF OXNARD
RISK MANAGER
300 WEST THIRD STREET, STE 302
OXNARD CA
93030

SL

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Thomas Elone

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

GREATER OXNARD ECONOMIC DEVELOPMENT CORPORATION (A NON-PROFIT CORP) DBA: GREATER OXNARD ECONOMIC DEVELOPMENT CORPORATION
400 E ESPLANADE DR STE 301
OXNARD CA 93038

SL

Agreement No. 4192-07-CD

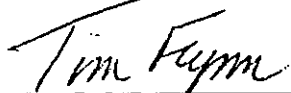
THIRD AMENDMENT TO AGREEMENT FOR SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 28th day of April, 2015, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation ("ODMD INC."). This Third Amendment amends the Agreement entered into on July 1, 2006, by City and ODMD INC. The Agreement previously has been amended on June 28, 2011, by a First Amendment, on December 13, 2011, by a Second Amendment.

City and ODMD INC. agree as follows:

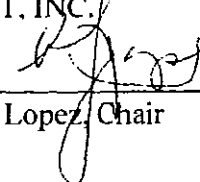
1. In section 1.1 of the Agreement, the date "December 31, 2014" is deleted and replaced by the date "December 31, 2019."
2. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD



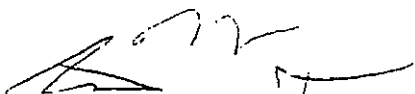
Tim Flynn, Mayor

OXNARD DOWNTOWN MANAGEMENT
DISTRICT, INC.



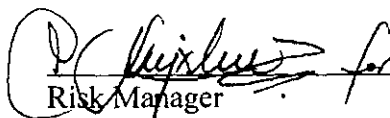
Armando Lopez, Chair

APPROVED AS TO FORM:



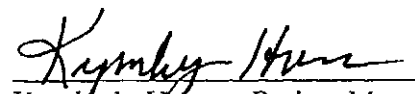
Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

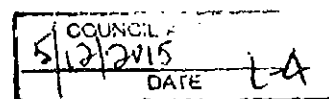


Risk Manager

APPROVED AS TO CONTENT:



Kimberly Horner, Project 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 notes 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-B.doc

**ENDORSEMENT AGREEMENT
WAIVER OF SUBROGATION**



1971112-14
RENEWAL
SP
7-05-01-89
PAGE 1

HOME OFFICE
SAN FRANCISCO

EFFECTIVE APRIL 20, 2015 AT 12.01 A.M.
AND EXPIRING JULY 23, 2015 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

OXNARD DOWNTOWN MANAGEMENT DISTRICT

PO BOX 1701
OXNARD, CA 93032

ANYTHING IN THIS POLICY TO THE CONTRARY NOTWITHSTANDING,
IT IS AGREED THAT THE STATE COMPENSATION INSURANCE FUND
WAIVES ANY RIGHT OF SUBROGATION AGAINST,

THE CITY OF OXNARD

WHICH MIGHT ARISE BY REASON OF ANY PAYMENT UNDER THIS
POLICY IN CONNECTION WITH WORK PERFORMED BY,

OXNARD DOWNTOWN MANAGEMENT DISTRICT

IT IS FURTHER AGREED THAT THE INSURED SHALL MAINTAIN
PAYROLL RECORDS ACCURATELY SEGREGATING THE REMUNERATION
OF EMPLOYEES WHILE ENGAGED IN WORK FOR THE ABOVE
EMPLOYER.

IT IS FURTHER AGREED THAT PREMIUM ON THE EARNINGS OF SUCH
EMPLOYEES SHALL BE INCREASED BY 03%.

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

APRIL 22, 2015

2570

Kent R. Laury

AUTHORIZED REPRESENTATIVE

Vernon Steiner

PRESIDENT AND CEO

Agreement No. 4192-07-CD

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES

This FOURTH Amendment ("Fourth Amendment") to the Agreement for Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 5th day of May, 2020, by and between the City of Oxnard, a municipal corporation ("City"), and Oxnard Downtown Management District, Inc., a nonprofit mutual benefit corporation ("ODMD INC."). This Fourth Amendment amends the Agreement entered into on July 1, 2006, by City and ODMD INC. The Agreement previously has been amended on June 28, 2011, by a First Amendment, on December 13, 2011, by a Second Amendment, and on April 28, 2015, by a Third Amendment.

City and ODMD INC. agree as follows:

1. The date in Section 1.1 of the Agreement is hereby amended to "December 31, 2020."

2. Section 1.4 is added to read as follows:

"1.4 Notwithstanding any language in this Agreement to the contrary, the City may terminate this Agreement by giving a minimum of 30 days of written notice to ODMD, INC. in accordance with Paragraph 8 of this Agreement."

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

[Signatures on next page]

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

CITY OF OXNARD

OXNARD DOWNTOWN MANAGEMENT
DISTRICT INC.

☐ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Daniel Willhite, Purchasing Manager
☐ _____, Buyer

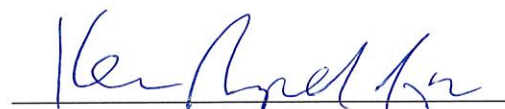
 6/11/20
 Vince Behrens, Board Chair² _____ Date _____

ATTEST:

 Michelle Ascencion, City Clerk

 Date

APPROVED AS TO FORM:


 Stephen M. Fischer, City Attorney

6/11/20

 Date

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

² The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.5**

DATE: December 15, 2020

TO: City Council

FROM: Jeff Pengilley, Interim Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Planning and Zoning Permit No. 18-300-09 (Final Map for 18-300-09) for the 700 Block of Doris Avenue Subdivision. Filed by James Rasmussen for Rasmussen Living Trust, LLC, 26500 West Agoura Rd. #652, CA 91392.

RECOMMENDATION

That the City Council:

1. Accept Final Map 18-300-09 for the 700 Block of Doris Avenue Subdivision;
2. Receive and file a "Notice of Pending Approval" for Tract Map 18-300-09 by the Interim Community Development Director including signature of "City Council's Certificate" on the title sheet.

BACKGROUND

On May 7, 2019, the City Council approved Tentative Tract Map 18-300-09 and upheld the Planning Commission approval of a Special Use Permit for a Planned Development Permit 18-500-10 for the 700 Block of Doris Avenue Subdivision. Tentative Tract Map 18-300-09 included the subdivision of a vacant undeveloped parcel into seven lots and associated infrastructure improvements. Special Use Permit 18-500-10 allowed for the construction of a single family dwelling on each lot with an optional accessory dwelling unit for six of the lots.

DISCUSSION

The Final Map (Attachment A) involves subdividing an 1.09 acre undeveloped, residentially zoned property into seven lots ranging in size from 6,200 to 6,841 square feet and construction related public improvements. Required infrastructure associated with the development of the single family dwellings, such as sidewalk, street curb, and improvements for compliance with storm water quality requirements, will be completed. On May 7, 2020, the City entered into a Subdivision Improvement Agreement for the construction of these improvements.

In accordance with Chapter 15, Division 3, Section 15-55 of the "Subdivision Ordinance" of the OCC, the Interim Director intends to approve the map within ten business days following this City Council hearing. Within the ten business days following the City Council's receipt of "Notice of Pending Approval" the City Clerk will attest in signature to the Interim Director's approval at that time (see Attachment B).

The City Engineer/Surveyor has reviewed the Final Map and issued their approval by providing the Verification of Status form indicating that the Final Map, as currently prepared, will be in compliance with the State Subdivision Map Act and Oxnard City Code requirements, and will conform to the previously approved Tentative Tract Map (PZ 18-300-09) (Attachment C).

ENVIRONMENTAL IMPACT

The City Council previously found the Tentative Tract Map Categorically Exempt from the State of California Environmental Quality Act (CEQA) Guidelines in accordance with Section 15332 (Class 32, Infill Exemption). The acceptance of a Final Map consistent with a Tentative Map, and accepting public access and utility easements and implementing conditions of approval is Statutorily Exempt from the CEQA Guidelines in accordance with Section 15268 (Ministerial Projects).

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The map provides the opportunity for future development that will result in increased property tax revenue to the City.

COMMITTEE OUTCOME

This Map originated from a City Council public hearing approving Tentative Tract Map No. 6010 (PZ 18-300-09) and the recommended actions are consistent with that action; therefore, this item did not originate in Committee.

Prepared by: Joe Pearson II, Senior Planner, Scott Kolwitz, Planning Manager

ATTACHMENTS

1. Attachment A - Tract Map 6010 (2020-10-27)
2. Attachment B - Notice of Pending Approval - Final Map No. 6010
3. Attachment C - Verification of Status

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE OWNERS OF, OR ARE INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION ENTITLED TRACT NO. 6010, SHOWN ON THIS MAP, THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION AS SHOWN WITHIN THE EXTERIOR BOUNDARY LINE. THE OWNERS ALSO HEREBY DEDICATE TO THE CITY OF OXNARD ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAID LAND WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY, AND HEREBY DEDICATE TO THE CITY OF OXNARD ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR PUBLIC SAFETY, HEALTH, AND WELFARE A 20' WIDE ACCESS EASEMENT **AS SHOWN HEREON.**

JAMES STEPHEN RASMUSSEN AND JEANNE TERESE RASMUSSEN, AS CO-TRUSTEES OF THE RASMUSSEN LIVING TRUST TRUST DATED APRIL 29, 2015 (OWNER)


JAMES STEPHEN RASMUSSEN

DATE: 8/31/2020


JEANNE TERESE RASMUSSEN

DATE: 8/31/2020

NOTARY CERTIFICATE:

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 LOS ANGELES

ON AUG 31ST 2020 BEFORE ME DAVID EDWARD McMANUS

A NOTARY PUBLIC, PERSONALLY APPEARED JAMES STEPHEN RASMUSSEN AND JEANNE TERESE RASMUSSEN, 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 ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE David Edward McManus
NAME OF NOTARY DAVID EDWARD McMANUS
PRINCIPLE OFFICE IN THE COUNTY OF LOS ANGELES
DATE COMMISSION EXPIRES 12/22/23
COMMISSION NUMBER 2313653



SIGNATURE OMISSIONS:

THE SIGNATURES OF THE FOLLOWING PARTY NAMES HEREINAFTER AS OWNERS OF THE INTEREST SET FORTH HAS BEEN OMITTED IN UNDER THE PROVISIONS OF SECTION 66436, (a)(3)(A)(C) OF THE SUBDIVISION MAP ACT, AS THEIR INTERESTS ARE SUCH THAT THEY CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

ARTHUR H. STRASSER AND GEORGIA P. STRASSER, OWNERS OF AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS ON, IN AND UNDER THE REAL PROPERTY HEREINABOVE DESCRIBED, WITHOUT, HOWEVER THE RIGHT TO ENTER UPON THE SURFACE OVER SAID LAND OR WITHIN 550 FEET OF THE SURFACE OVER SAID LAND FOR THE PURPOSES OF PROSPECTING FOR AND DEVELOPING SAID OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AND MINERALS AS RESERVED IN DEED RECORDED FEBRUARY 24, 1956 IN BOOK 1380, PAGE 227 OF OFFICIAL RECORDS.

CITY COUNCIL'S CERTIFICATE:

THIS MAP, ENTITLED TRACT NO. 6010, CONSISTING OF 2 SHEETS, HAS BEEN PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA FOR APPROVAL, PURSUANT TO THE CITY COUNCIL'S DELEGATION AUTHORITY ADOPTED NOVEMBER 15, 2016 PURSUANT TO ORDINANCE NO. 2910, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY APPROVED THIS MAP ON THE _____ DAY OF _____, 20____ AND HEREBY ACCEPTS FOR PUBLIC USE THE FOLLOWING SHOWN ON THIS MAP:

ALL WATER RIGHTS AS OFFERED HEREON

20' WIDE ACCESS EASEMENT ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR PUBLIC SAFETY, HEALTH AND WELFARE **AS SHOWN HEREON.**

IN WITNESS WHEREOF AND PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY DESCRIBED ABOVE, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY SIGNS THIS CERTIFICATE, WHICH IS ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD IS AFFIXED HERETO THIS _____ DAY OF _____, 20____.

ATTEST:

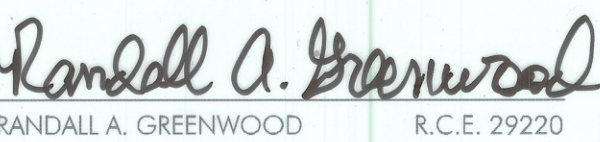
MICHELLE ASCENCION
CITY CLERK OF THE CITY OF OXNARD

JEFF R. PENGILLEY
INTERIM COMMUNITY DEVELOPMENT DIRECTOR
CITY OF OXNARD

ENGINEER'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JAMES RASMUSSEN ON MARCH 26, 2019. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, (OR THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDATION OF THIS TRACT MAP) AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS TRACT MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP. CORNER RECORDS FOR ALL CENTERLINE MONUMENTS SHOWN HEREON AS SET BY ME WILL BE ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR PRIOR TO THE ACCEPTANCE OF THE IMPROVEMENTS ONTO THE CITY ROAD SYSTEM.

DATE: 8/26/20


RANDALL A. GREENWOOD R.C.E. 29220



CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE MAP ENTITLED TRACT MAP NO. 6010 AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATE: _____

JAMES P. FALLON P.L.S. 7807
CITY SURVEYOR
CITY OF OXNARD

TAX COLLECTOR'S CERTIFICATE:

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

DATE: _____

BY: _____
DEPUTY COUNTY TAX COLLECTOR

CITY TREASURER CERTIFICATE:

I, _____, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST _____ OR ANY PART THEREOF, FOR UNPAID MUNICIPAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE. WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 2020.

CITY TREASURER OF THE CITY OF OXNARD

SOILS REPORTS:

THE FOLLOWING SOILS REPORTS RELATING TO TRACT NO. 6010 HAVE BEEN PREPARED:

DATE OF REPORT: DECEMBER 13, 2018

TITLE OF REPORT: GEOTECHNICAL ENGINEERING INVESTIGATION REPORT

FIRM NAME: WORKMAN GEOTECHNICAL ENGINEERING & CONSULTING

ENGINEER: MARK WORKMAN, JR.

REGISTRATION NO.: 68557

LOCATION WHERE ON FILE FOR PUBLIC INSPECTION: OFFICE OF COMMUNITY DEVELOPMENT, CITY OF OXNARD

COUNTY RECORDER'S CERTIFICATE:

DOCUMENT NO. _____ FILED _____ THIS DAY OF _____ 2020, AT _____ M., IN BOOK _____, OF MISCELLANEOUS RECORDS (MAPS), AT PAGES _____, AT THE REQUEST OF JAMES RASMUSSEN.

MARK A. LUNN
COUNTY RECORDER
COUNTY OF VENTURA

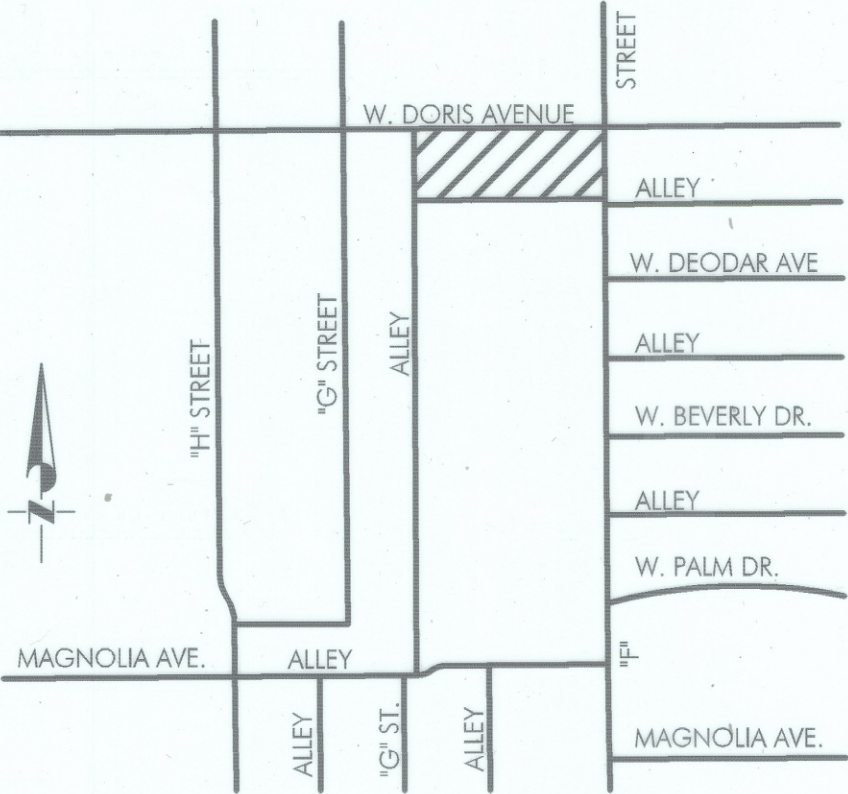
BY: _____
DEPUTY COUNTY RECORDER

CITY ENGINEER'S STATEMENT:

I HEREBY CERTIFY THAT I HAVE EXAMINED THE MAP ENTITLED TRACT MAP NO. 6010, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVE ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____

JEFF R. PENGILLEY
CITY ENGINEER
CITY OF OXNARD R.C.E. NO. 59872



VICINITY MAP
NOT TO SCALE

GROSS AREA: 1.02 ACRES
TRACT NO. 6010
IN THE CITY OF OXNARD
COUNTY OF VENTURA, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO 01-5-66 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 63, PAGES 94 TO 96 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

AUGUST, 2020

PREPARED BY:



PACIFIC COAST CIVIL, INC.
30141 AGOURA ROAD, SUITE 200
AGOURA HILLS, CA 91301
PH: (818) 865-4168
FAX: (818) 865-4198

MONUMENT NOTES & LEGEND

- SET 2" I.P. WITH TAG R.C.E. 29220
- FOUND MONUMENT AS DESCRIBED
- FOUND STANDARD WELL MONUMENT AS DESCRIBED
- SET VENTURA COUNTY STANDARD MONUMENT WELL WITH TAG R.C.E. 29220 PER COUNTY OF VENTURA STANDARD DRAWINGS PLATE E4

1. SET 3/4" I.P. WITH TAG R.C.E. 29220 AT ALL LOT CORNERS.

- R1 = PARCEL MAP NO. 01-5-66, 63 P.M. 94-96
R2 = CERTIFICATE OF CORRECTION DOC NO. 20051205-0298180, O.R.
R3 = CERTIFICATE OF CORRECTION DOC NO. 20070212-00029740, O.R.
S.N.F. = SEARCHED, NOTHING FOUND
I.P. = IRON PIPE
DN = DOWN
FD = FOUND
MON = MONUMENT
M = MEASURED
C/L = CENTERLINE
O.R. = OFFICIAL RECORDS
P.M. = PARCEL MAPS
M.R. = MISCELLANEOUS RECORDS (MAPS)
R.C.E. = REGISTERED CIVIL ENGINEER
P.L.S. = PROFESSIONAL LAND SURVEYOR

BASIS OF BEARINGS

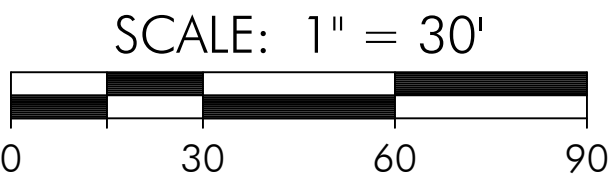
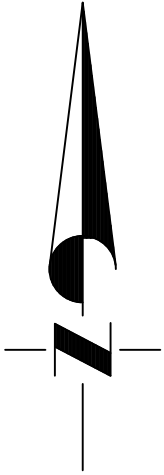
THE BEARING OF N00°00'40"W ALONG THE CENTERLINE OF "F" STREET PER PARCEL MAP NO. 01-5-66, FILED IN BOOK 63 PAGES 94 THROUGH 96, OF MISCELLANEOUS RECORDS (MAPS) IN THE OFFICE OF THE COUNTY RECORDER OF VENTURA COUNTY WAS USED AS THE BASIS OF BEARINGS FOR THIS MAP.

PROPOSED EASEMENTS

- ① 20' WIDE ACCESS EASEMENT TO THE CITY OF OXNARD ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR PUBLIC SAFETY, HEALTH AND WELFARE DEDICATED BY THIS MAP.
- ② 20' WIDE COMMON ACCESS EASEMENT BY SEPARATE DOCUMENT

CURVE TABLE			
NO.	DELTA	RADIUS	LENGTH
C1	36°41'06"	65.00'	41.62' R1
C2	36°41'06"	38.50'	24.65' R1

LINE TABLE		
NO.	BEARING	DISTANCE
L1	N89°59'49"E	79.40' R1
L2	N89°59'49"E	20.01' R1
L3	N00°03'32"E	25.00' R1
L4	S00°03'37"W	11.00'
L5	S00°03'37"W	11.00'
L6	S00°03'37"W	11.00'
L7	S00°03'37"W	11.00'
L8	S00°03'37"W	11.00'
L9	S00°03'37"W	11.00'
L10	S00°03'37"W	11.00'
L11	S00°00'40"E	11.00'

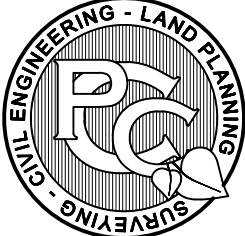


TRACT NO. 6010
IN THE CITY OF OXNARD
COUNTY OF VENTURA, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 2 OF PARCEL MAP NO 01-5-66 IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 63, PAGES 94 TO 96 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

AUGUST 2020

PREPARED BY:



PACIFIC COAST CIVIL, INC.
30141 AGOURA ROAD, SUITE 200
AGOURA HILLS, CA 91301
PH: (818) 865-4168
FAX: (818) 865-4198

MEMORANDUM



December 15, 2020

TO: City Council

FROM: Jeff Pengilley, Acting Community Development Director

SUBJECT: Notice of Pending Approval - Final Map No. 6010 for the 700 Block of Doris Avenue subdivision. Filed by James Rasmussen for Rasmussen Living Trust, LLC, 26500 West Agoura Rd. #652, CA 91392

In accordance with Ordinance 2910, the City Council will receive notification at its regular scheduled meeting of December 15, 2020 that the Community Development Director intends to approve PZ 18-300-09, Final Map No. 6010 for the 700 Block of Doris Avenue subdivision, a 1.09 acre undeveloped, residentially zoned property that will be divided into seven lots ranging in size from 6,200 to 6,841 square feet and construction related public improvements within ten business days following the December 15, 2020 City Council meeting.

On May 7, 2019, the City Council approved Tentative Tract Map No. 6010 and a Special Use Permit for a Planned Development Permit 18-500-10 for the 700 Block of Doris Avenue Subdivision. Tentative Tract Map No. 6010 included the subdivision of a vacant undeveloped parcel into seven lots and associated infrastructure improvements. Special Use Permit 18-500-10 allowed for the construction of a single family dwelling on each lot with an optional accessory dwelling unit for six of the lots.

The subject final map was reviewed for conformance with the City's conditions of approval and the state Subdivision Map Act (SMA). The City's engineer has certified that the subject map complies with the Planning Commission and City Council Resolutions which approved the Tentative Tract Map for this subdivision and complies with the provisions of the SMA.

The Community Development Director's action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard City Code. Questions concerning this pending action can be directed to Joe Pearson II, Senior Planner, by calling 805-385-8272 or via email at Joe.Pearson@oxnard.org.



**VERIFICATION OF STATUS:
FINAL MAPS AND IMPROVEMENT PLANS**

Tract/Parcel Map

Project Location:

Tract Map 6010

- ☒ Map requires subdivision improvement agreement.
- ☐ The Development Services Program does not require improvement plans for this development.
- ☒ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Final Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Final Map has been signed.

DATE: 11/18/20



Jeff Pengilley
Community Development



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.6**

DATE: December 15, 2020

TO: City Council

FROM: Jeff Pengilley, Interim Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Second Reading and Adoption of Ordinance No. 2994 - Amendment to Chapter 11, Article XVII of the Oxnard City Code (OCC) Pertaining to Commercial Cannabis Regulations, Repeal of Chapter 11, Article XV of the OCC Pertaining to Medical Cannabis Delivery, and Repeal of Chapter 7, Article XVI of the OCC Pertaining to Cannabis and Medical Cannabis Activities.

RECOMMENDATION

That the City Council:

1. Adopt Ordinance No. 2994 (by title only, waiving further reading) that:
 - A. Repeals and readopts Chapter 11, Article XVII of the Oxnard City Code (Oxnard City Code Sections 11-450 to 11-496) regarding Commercial Cannabis Regulations;
 - B. Repeals Chapter 11, Article XV of the Oxnard City Code (Oxnard City Code Section 11-390 to 11-403) regarding medical cannabis delivery; and
 - C. Repeals Chapter 7, Article XVI of the Oxnard City Code (Oxnard City Code Sections 7-280 to 7-285) regarding cannabis and medical cannabis activities.

BACKGROUND

Ordinance No. 2994 was introduced to the City Council at its December 1, 2020 meeting. Following a public hearing and the addition of an amendment to Section 11-457(D) regarding the Community Development Director formally issuing the Commercial Cannabis Business Permits, the Council approved the first reading of the ordinance for future adoption. If adopted by Council on December 15, 2020 the ordinance will take effect in thirty days, on Thursday, January 14, 2021.

STRATEGIC PRIORITIES

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

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

Goal 2. Enhance business development throughout the City.

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

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

FINANCIAL IMPACT

The City will utilize the services of HdL to assist in the evaluation of the cannabis applications. There is currently \$27,000 remaining in the HdL contract for cannabis related services. A contract amendment and budget appropriation to add additional funds is being presented to City Council as a separate item on this agenda.

COMMITTEE OUTCOME

This amendment is not a land use decision so it did not require consideration by the Planning Commission.

The City Council set clear policy direction over the last two years at various City Council meetings regarding the subject ordinance. There are no substance changes to the ordinance therefore this ordinance did not go back to the Housing and Economic Development Committee (HEDC).

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Ordinance Amending Commercial Cannabis Regulations

ORDINANCE NO. 2994

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD, CALIFORNIA REPEALING AND READOPTING ARTICLE XVII OF CHAPTER 11 OF THE OXNARD CITY CODE (OXNARD CITY CODE SECTIONS 11-450 TO 11-496) REGARDING COMMERCIAL CANNABIS ACTIVITY, REPEALING CHAPTER 7, ARTICLE XVI OF THE OXNARD CITY CODE (OXNARD CITY CODE SECTION 7-280 TO 7-285) REGARDING CANNABIS AND MEDICAL CANNABIS MEDICAL ACTIVITIES, AND REPEALING ARTICLE XV OF CHAPTER 11 OF THE OXNARD CITY CODE (OXNARD CITY CODE SECTIONS 11-390 TO 11-403) REGARDING MEDICAL CANNABIS DELIVERY

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

Section 1. Article XVII of Chapter 11 of the Oxnard City Code regarding Commercial Cannabis Activity is hereby repealed and readopted to read as follows:

“ARTICLE XVII. COMMERCIAL CANNABIS ACTIVITY

SEC. 11-450. PURPOSE AND INTENT.

It is the purpose and intent of this article to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act (“MAUCRSA”) to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), and to provide access to adult-use for persons over the age of 21 as authorized by the Control, Regulate and Tax Adult Use of Cannabis Act (“AUMA” or “Proposition 64” enacted by California voters in 2016), while imposing sensible regulations on the use of land to protect the city’s residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this article to regulate the Cultivation, Processing, manufacturing, testing, Sale, Delivery, Distribution, and transportation of Cannabis and Cannabis Products in a responsible manner to protect the health, safety, and welfare of the residents of the city and to enforce rules and regulations consistent with state law. It is the further purpose and intent of this article to require all commercial cannabis operators to obtain and renew annually a permit to operate within the city. Nothing in this article is intended to authorize the possession, use, or provision of Cannabis for purposes that violate state or federal law. The provisions of this article are in addition to any other permits, licenses and approvals which may be required to conduct business in the city, and are in addition to any permits, licenses and approval required under state, city, or other law.

SEC. 11-451. LEGAL AUTHORITY.

Pursuant to Sections 5 and 7 of Article XI of the California Constitution, the provisions of the MAUCRSA, any subsequent state legislation and/or regulations regarding same, the city is authorized to adopt ordinances that establish standards, requirements and regulations for the

licensing and permitting of Commercial Cannabis Activity. Any standards, requirements, and regulations regarding health and safety, security, and worker protections established by the state, or any of its departments or divisions, shall be the minimum standards applicable in the city to all Commercial Cannabis Activity.

SEC. 11-452. CANNABIS CULTIVATION AND COMMERCIAL CANNABIS ACTIVITIES PROHIBITED UNLESS SPECIFICALLY AUTHORIZED BY THIS ARTICLE.

Except as specifically authorized in this article, the commercial Cultivation, Manufacture, Processing, storing, laboratory testing, Labeling, Sale, Delivery, Distribution or transportation (other than as provided under Cal. Bus. and Prof. Code Section 26090(e)), of Cannabis or Cannabis Product is expressly prohibited in the city.

SEC. 11-453. COMPLIANCE WITH STATE AND LOCAL LAWS.

It is the responsibility of the Owners and operators of a Commercial Cannabis Business to ensure that it is always operating in a manner compliant with all applicable state and local laws, and any regulations promulgated thereunder. Nothing in this article shall be construed as authorizing any actions that violate federal, state or local law with respect to the operation of a Commercial Cannabis Business. It shall be the responsibility of the owners and the operators of a Commercial Cannabis Business to ensure that the Commercial Cannabis Business is, at all times, operating in a manner compliant with all applicable federal, state and local laws, including the MAUCRSA, and any subsequently enacted state law or regulatory, licensing, or certification requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of the local Commercial Cannabis Business Permit. Nothing in this article shall be construed as authorizing any actions that violate federal or state law regarding the operation of a Commercial Cannabis Business.

SEC. 11-454. DEFINITIONS.

When used in this article, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

(A) A-LICENSE - A state license issued by the Bureau of Cannabis Control for Cannabis or Cannabis Products that are intended for adults 21 years of age and over and who do not possess physician's recommendations.

(B) A-LICENSEE - Any person holding a license for Cannabis or Cannabis Products that are intended for adults 21 years of age and over and who do not possess physician's recommendations.

(C) APPLICANT - An Owner applying for a Commercial Cannabis Business Permit pursuant to this article.

(D) BATCH - A specific quantity of homogeneous Cannabis or Cannabis Product that is one of the following types:

(1) HARVEST BATCH - A specifically identified quantity of dried flower or trim, leaves,

and other Cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.

(2) MANUFACTURED CANNABIS BATCH - Either of the following:

(a) An amount of Cannabis concentrates or extract that is produced in one production cycle using the same extraction methods and standard operating procedures.

(b) An amount of a type of manufactured Cannabis produced in one production cycle using the same formulation and standard operating procedures.

(E) BUREAU - The Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation, or its successor.

(F) CANNABIS - All parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. Cannabis also means the separated resin, whether crude or purified, obtained from cannabis. Cannabis does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this article, Cannabis does not mean “industrial hemp” as defined by Cal. Health and Safety Code Section 11018.5 or Cal. Food and Agricultural Code Section 81000.

(G) CANNABIS ACCESSORIES - The same meaning as in Cal. Health and Safety Code Section 11018.2.

(H) CANNABIS INNOVATION ZONE - A park or campus which is one contiguous commercial area of land which has many Cannabis related businesses grouped together. Each individual business would be clearly defined, which has a unique entrance and immovable physical barriers between uniquely licensed premises.

(I) CANNABIS CONCENTRATE - Cannabis that has undergone a process to concentrate one or more active cannabinoids, thereby increasing the product’s potency. Resin from granular trichomes from a Cannabis plant is a concentrate for purposes of this article. A Cannabis concentrate is not considered food, as defined by Cal. Health and Safety Code Section 109935, or drug, as defined by Cal. Health and Safety Code Section 109925.

(J) CANNABIS PRODUCT - A product containing Cannabis, including, but not limited to, manufactured Cannabis, - intended to be sold for use by Cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code Section 11362.5 (as the same may be amended from time-to-time) or pursuant to the Adult Use of Cannabis Act. For purposes of this article, Cannabis does not include industrial hemp as defined by Cal. Food and Agricultural Code Section 81000, or Cal. Health and Safety Code Section 11018.5.

(K) CANNABIS PRODUCTS - The same meaning as in Cal. Health and Safety Code Section 11018.1.

(L) CANOPY - The designated area(s) at a licensed premise, except nurseries that will contain mature plants at any point in time.

(1) Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the

space(s) within the boundaries; and

(2) Canopy may be non contiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds or garden plots; and

(3) If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total Canopy calculation.

(M) CAREGIVER or PRIMARY CAREGIVER - The same meaning as that term is defined in Cal. Health and Safety Code Section 11362.7.

(N) CHILD RESISTANT - Designed or constructed to be significantly difficult for children under five years of age to open, and not difficult for normal adults to use properly.

(O) CITY - The City of Oxnard including the area within the territorial city limits of the city and such territory outside of the city over which the city council has jurisdiction or control by virtue of any provision of law.

(P) COMMERCIAL CANNABIS ACTIVITY - Includes the possession, Manufacture, Distribution, Processing, storing, Sale, laboratory testing, packaging, Labeling or transportation of Cannabis and Cannabis Products as provided for in this division.

(Q) COMMERCIAL CANNABIS BUSINESS - Any business or operation which engages in medicinal or adult-use Commercial Cannabis Activity.

(R) COMMERCIAL CANNABIS BUSINESS PERMIT - A regulatory permit issued by the city pursuant to this article to a Commercial Cannabis Business and is required before any Commercial Cannabis Activity may be conducted in the city. The initial permit and annual renewal of a Commercial Cannabis Business Permit is made expressly contingent upon the business's ongoing compliance with all of the requirements of this article and any regulations adopted by the city governing the Commercial Cannabis Activity at issue.

(S) CULTIVATION - Any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of Cannabis.

(T) CULTIVATION SITE - A location where Cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

(U) CUSTOMER - A natural person 21 years of age or over, or a natural person 18 years of age or older who possesses a physician's recommendation or a medical marijuana identification card.

(V) DAY CARE CENTER - The same meaning as in Cal. Health and Safety Code Section 1596.76.

(W) DELIVERY - The commercial transfer of Cannabis or Cannabis Products to a Customer. Delivery also includes the use by a retailer of any technology platform owned and controlled by the Retailer.

(X) DIRECTOR - The director of the California Department of Consumer Affairs. .

(Y) DISTRIBUTION - The procurement, sale, and transport of Cannabis and Cannabis Products between licensees.

(Z) DISTRIBUTOR - A person holding a valid Commercial Cannabis Business Permit for Distribution issued by the city, and, a valid state license for Distribution, required by state law to engage in the business of purchasing Cannabis from a licensed cultivator, or Cannabis Products from a licensed Manufacturer, for sale to a licensed Retailer.

(AA) DRIED FLOWER - All dead Cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

(BB) **EDIBLE CANNABIS PRODUCT** - Cannabis Product that is intended to be used, in whole or in part, for human consumption, including, but not limited to, chewing gum, but excluding products set forth in Cal. Food and Agricultural Code Division 15 (commencing with Section 32501). An Edible Cannabis Product is not considered food, as defined by Cal. Health and Safety Code Section 109935, or a drug, as defined by Cal Health and Safety Code Section 109925.

(CC) **FUND** - The Cannabis Control Fund established pursuant to Cal. Bus. and Prof. Code Section 26210.

(DD) **GREENHOUSE** - A fully enclosed permanent structure that is clad in transparent material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental lighting for Cultivation.

(EE) **KIND** - Applicable type or designation regarding a particular Cannabis variant or Cannabis Product type, including, but not limited to, strain name or other grower trademark, or growing area designation.

(FF) **LABELING** - Any label or other written, printed, or graphic matter upon a Cannabis Product, upon its container.

(GG) **LICENSE** - A state license issued by the state and includes both an A-license and an M-license, as well as a Testing Laboratory license.

(HH) **LICENSEE** - Any person holding a license under this article, regardless of whether the license held is an A-license or an M-license, and includes the holder of a Testing Laboratory license.

(II) **LICENSING AUTHORITY** - The city and/or state agency responsible for the issuance, renewal, or reinstatement of the license, or the city and/or state agency authorized to take disciplinary action against the licensee.

(JJ) **LIMITED-ACCESS AREA** - An area in which cannabis is stored or held and is only accessible to a licensee or permittee and authorized personnel.

(KK) **LIVE PLANTS** - Living Cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.

(LL) **LOCAL JURISDICTION** - A city, county or city and county.

(MM) **LOCAL EQUITY APPLICANT** – Applicant with at least forty percent (40%) Local Ownership. To remain a Local Equity Applicant, a minimum of 40% Local Ownership must be maintained for the entire period of time in which a Local Equity Applicant has a Commercial Cannabis Business Permit. If an applicant does not obtain a Commercial Cannabis Business Permit based upon the local equity status, then that applicant shall not be deemed a Local Equity Applicant.

(NN) **LOCAL OWNERSHIP** -- Ownership interest(s) held by one or more natural persons who are a resident within the city's corporate boundaries as of the date the application is submitted and who maintain local residency at all times while their ownership interest(s) are used for qualifying as a Local Equity Applicant for one or more Commercial Cannabis Business Permits. Factors used to determine local residency shall include (as applicable) but are not limited to the following: ownership or rental of dwelling unit within the city's corporate boundaries that is the primary residence; California driver's license with a residential address within the city's corporate boundaries that is the primary residence; voter registration at a residential address within the city's corporate boundaries that is the primary residence; residential address within the city's corporate boundaries used for filing state and federal income

tax returns that is the primary residence; and the natural person does not have a homestead exemption in any jurisdiction other than within the city's corporate boundaries. Local Ownership" is subject to ongoing verification under penalty of perjury.

(OO) LOT - A Batch or a specifically identified portion of a Batch.

(PP) M-LICENSE - A state license issued by the state for Commercial Cannabis Activity involving medicinal Cannabis.

(QQ) M-LICENSEE - Any person holding a license by the state for Commercial Cannabis Activity involving medicinal cannabis.

(RR) MANUFACTURE - To compound, blend, extract, infuse, or otherwise make or prepare a Cannabis Product.

(SS) MANUFACTURED CANNABIS - Raw Cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, extraction or other manufactured product intended for internal consumption through inhalation or oral ingestion or for topical application.

(TT) MANUFACTURER - A licensee that conducts the production, preparation, propagation, or compounding of Cannabis or Cannabis Products either directly or indirectly by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages Cannabis or Cannabis Products or labels or container.

(UU) MANUFACTURING SITE - A location that produces, prepares, propagates, or compounds Cannabis or Cannabis Products, directly or indirectly, by extraction methods, independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis, and is owned and operated by a person issued a valid Commercial Cannabis Business Permit for Manufacturing from the city and, a valid state license as required for Manufacturing of Cannabis Products.

(VV) MEDICINAL CANNABIS or MEDICINAL CANNABIS PRODUCT - Cannabis or a Cannabis Product, respectively, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code Section 11362.5, by a medicinal Cannabis patient in California who possesses a physician's recommendation.

(WW) NONVOLATILE SOLVENT - Any solvent used in the extraction process that is not a volatile solvent. For purposes of this article, a nonvolatile solvent includes carbon dioxide (CO₂) used for extraction and ethanol used for extraction or post-extraction processing.

(XX) NURSERY - A Licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically, for the propagation and Cultivation of Cannabis.

(YY) OPERATION - Any act for which a license is required under the provisions of this article, or any commercial transfer of Cannabis or Cannabis Products.

(ZZ) OWNER - Any of the following:

(1) A Person with an aggregate ownership interest of 20% or more in the Person applying for a license, Commercial Cannabis Business Permit or a Licensee, unless the interest is solely a security, lien, or encumbrance.

(2) The manager of a nonprofit or other entity.

(3) A member of the board of directors of a nonprofit.

(4) An individual who will be participating in the direction, control, or management of the business applying for a license, or who has a financial interest in the business other than a fixed lease of real property.

(AAA) PACKAGE - Any container or receptacle used for holding Cannabis or Cannabis

Products.

(BBB) PATIENT or QUALIFIED PATIENT - The same definition as Cal. Health and Safety Code Sections 11362.7 *et seq.*, as it may be amended, and which means a person who is entitled to the protections of Cal. Health and Safety Code Section 11362.5.10.

(CCC) PERSON - Includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

(DDD) PERSON WITH AN IDENTIFICATION CARD - The meaning given that term by Cal. Health and Safety Code Section 11362.7.

(EEE) PHYSICIAN'S RECOMMENDATION - A recommendation by a physician that a patient use Cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Cal. Health and Safety Code Section 11362.5.

(FFF) PREMISES - The designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or Licensee where the Commercial Cannabis Activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted a M-license and an A-license for the same type of activity and such operation is lawful under state and local laws, rules and regulations.

(GGG) PROCESSING - A Cultivation Site that conducts only trimming, drying, curing, grading, packaging, or labeling of Cannabis and nonmanufactured Cannabis Products.

(HHH) PURCHASER - The customer who is engaged in a transaction with a Licensee for purposes of obtaining cannabis or cannabis products.

(III) RETAILER - A Commercial Cannabis Business facility where Cannabis, Cannabis Products, or devices for the use of Cannabis or Cannabis Products are offered, either individually or in any combination, for retail Sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, Cannabis and Cannabis Products as part of a retail sale, and where the operator holds a valid Commercial Cannabis Business Permit from the city authorizing the operation of a retailer, and a valid state license as required by state law to operate a retailer.

(JJJ) SELL, SALE, and TO SELL - Include any transaction whereby, for any consideration, title to Cannabis or Cannabis Products are transferred from one person to another, and includes the Delivery of Cannabis or Cannabis Products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of Cannabis or Cannabis Products by a Licensee to the licensee from whom the Cannabis or Cannabis Product was purchased.

(KKK) STATE LICENSE - A permit or license issued by the State of California, or one of its departments or divisions, under MAUCRSA and any subsequent State of California legislation regarding the same to engage in Commercial Cannabis Activity.

(LLL) TESTING LABORATORY - A laboratory, facility, or entity in the state that offers or performs tests of Cannabis or Cannabis Products and that is both of the following:

(1) Accredited by an accrediting body that is independent from all other persons involved in Commercial Cannabis Activity in the state.

(2) Licensed by the State of California.

(MMM) TOPICAL CANNABIS - A product intended for external application and/or absorption through the skin. A topical Cannabis Product is not considered a drug as defined by Cal. Health and Safety Code Section 109925.

(NNN) **TRANSPORT** - The transfer of Cannabis Products from the permitted business location of one Licensee to the permitted business location of another Licensee, for the purposes of conducting Commercial Cannabis Activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same.

(OOO) **UNIQUE IDENTIFIER** - An alphanumeric code or designation used for reference to a specific plant on a licensed premises and any Cannabis or Cannabis Product derived or manufactured from that plant.

(PPP) **VOLATILE SOLVENT** - Any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

(QQQ) **YOUTH CENTER** - Any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where ten or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which has play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks. This definition shall not include any private martial arts, yoga, ballet, music, art studio or similar studio of this nature nor shall it include any private gym, athletic training facility, pizza parlor, dentist office, doctor's office primarily serving children or a location which is primarily utilized as an administrative office or facility for youth programs or organizations.

SEC. 11-455. CANNABIS EMPLOYEE PERMIT REQUIRED.

A request for a cannabis employee permit will only be initiated after securing a favorable recommendation for a Commercial Cannabis Business Permit. If an Owner has employees at the time of submittal of the Commercial Cannabis Business Permit application, a request for a cannabis employee permit can be initiated in advance of issuance of a discretionary land use permit.

(A) Any person who is an employee or who otherwise works within a Commercial Cannabis Business must be legally authorized to do so under applicable state law.

(B) Any person who is an employee or who otherwise works within a Commercial Cannabis Business must obtain a commercial cannabis employee work permit from the city prior to performing any work at any Commercial Cannabis Business.

(C) Applications for a commercial cannabis employee work permit shall be developed, made available, and processed by the city manager or his or her designee(s), and shall include, but not be limited to, the following information:

- (1) Name, address, and phone number of the applicant;
- (2) Age and verification of applicant. A copy of a birth certificate, driver's license, government issued identification card, passport or other proof that the applicant is at least 21 years of age must be submitted with the application;
- (3) Name, address of the Commercial Cannabis Business where the person will be employed, and the name of the primary manager of that business;
- (4) A list of any crimes enumerated in Cal. Bus. and Prof. Code Section 26057(b)(4) for

which the applicant or employee has been convicted;

(5) Name, address, and contact person for any previous employers from which the applicant was fired, resigned, or asked to leave and the reasons for such dismissal or firing;

(6) The application shall be accompanied by fingerprints and a recent photograph of the applicant in a form and manner as required by the city manager or his or her designee(s);

(7) A statement signed under penalty of perjury that the information provided is true and correct;

(8) If applicable, verification that the applicant is a qualified patient or primary caregiver;

(9) A fee paid in an amount set by resolution of the city council in an amount necessary to cover the costs of administering the employee work permit programs. The fee is non-refundable and shall not be returned in the event the work permit is denied or revoked.

(D) (1) The applicable city department head or his or her designee(s) shall review the application for completeness, shall conduct a background check to determine whether the applicant was convicted of a crime or left a previous employer for reasons that show the applicant:

(a) Has been convicted of a crime involving dishonesty, fraud or deceit, including but not limited to fraud, forgery, theft, or embezzlement as those offenses are defined in Cal. Penal Code Sections 186.11, 470, 484, and 504a; or

(b) Has committed a felony or misdemeanor involving fraud, deceit, or embezzlement; or

(c) Was convicted of a violent felony, a crime of moral turpitude; or

(d) The illegal use, possession, transportation, distribution or similar activities related to controlled substances, as defined in the Federal Controlled Substances Act, except for cannabis related offenses for which the conviction occurred after the passage of the Compassionate Use Act of 1996.

(2) Discovery of these facts showing that the applicant is dishonest or has been convicted of the requisite crimes are grounds for denial of the permit. Where the applicant's sentence (including any term of probation, incarceration, or supervised release) for possession of, possession for sale, sale, manufacture, transportation, or cultivation of a controlled substance is completed, such underlying conviction shall not be the sole ground for denial of a commercial cannabis employee work permit. Furthermore, an applicant shall not be denied a permit if the denial is based solely on any of the following: (i) a conviction for any crime listed in subsection (D)(1)(d) above for which the applicant has obtained a certificate of rehabilitation pursuant to Cal. Penal Code, Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3, or (ii) a conviction that was subsequently dismissed pursuant to Cal. Penal Code Sections 1203.4, 1203.4a, or 1203.41 or any other provision of state law allowing for dismissal of a conviction.

(E) The applicable department head or his or her designee(s) shall issue the commercial cannabis employee permit or a written denial to the applicant within 30 days of the date the application was deemed complete. In the event the cannabis employee work permit cannot be issued within this time period, then the city manager or his or her designee(s) may issue a temporary work permit for an employee upon completing a preliminary background check and if the business can demonstrate to the city manager or his or her designee(s) that the employee is necessary for the operation of the business. The temporary permit may be immediately revoked by the city manager or his or her designee(s) upon determination that the applicant has failed the background check or upon the issuance of the permanent work permit.

(F) An employee work permit shall be valid for a 12-month period and must be renewed on an annual basis. Renewal applications shall contain all the information required in subsection (C)

above including the payment of a renewal application fee in an amount to be set by resolution of the city council.

(G) In the event a person changes employment from one Commercial Cannabis Business in the city to another, the work permit holder shall notify the applicable department head or his or her designee(s) in writing of the change within ten days, or the work permit shall be suspended or revoked, and such person shall not be permitted to work at any Commercial Cannabis Business in the city.

(H) The city may immediately revoke the commercial cannabis employee permit should the permit holder be convicted of a crime listed in subsection (D) above or if facts become known to the city that the permit holder has engaged in activities showing that he or she has been convicted of a crime involving dishonesty.

(I) The city manager or his or her designee(s) is hereby authorized to promulgate all regulations necessary to implement the work permit process and requirements.

(J) The applicant may appeal the denial or revocation of a commercial cannabis employee permit by filing a notice of appeal with the city clerk within ten days of the date the applicant received the notice of denial. The city manager or his/her designee shall hear such appeal and his/her decision shall be final and not subject to further appeals.

(K) The applicable city department head or his or her designee(s) shall issue a permit in the form of a personal identification card that can be worn in a prominent and visible location. The identification card shall be maintained in good and readable condition at all times.

SEC. 11-456. MAXIMUM NUMBER AND TYPE OF AUTHORIZED COMMERCIAL CANNABIS BUSINESSES PERMITTED.

(A) The number of each type of Commercial Cannabis Business that shall be permitted to operate in the city at any one time shall be as follows:

(1) Cannabis manufacturing - Maximum of eight at any one time, with up to three permits issued to Local Equity Applicants.

(2) Cannabis testing lab - Maximum of one at any one time.

(3) Cannabis distributor - Maximum of three at any one time, with up to one permit issued to a Local Equity Applicant.

(4) Cannabis retail - Maximum of 16 at any one time, with up to three permits issued to Local Equity Applicants.

(B) This section is only intended to create a maximum number of Commercial Cannabis Businesses that may be issued permits to operate in the city under each category. Nothing in this article creates a mandate that the city council must issue any or all of the Commercial Cannabis Business Permits.

(C) Each year following the city manager's initial award of Commercial Cannabis Business Permits, if any, or at any time at the city council's discretion, the city council may reassess the number of Commercial Cannabis Business Permits which are authorized for issuance. The city council, at its discretion, may determine that the number of Commercial Cannabis Business Permits should remain the same or be expanded.

SEC. 11-457. COMMERCIAL CANNABIS BUSINESS PERMIT; APPLICATION PROCEDURE.

(A) The city manager or his or her designee shall adopt procedures to govern the application process, and the manner in which the decision will ultimately be made regarding the issuance of any Commercial Cannabis Business Permit(s), which shall include or require the city manager to provide detailed objective review criteria to be evaluated on a point system or equivalent quantitative evaluation scale tied to each set of review criteria (“review criteria”). The city manager or his or her designee(s) shall be authorized to prepare the necessary forms, adopt any necessary rules to the application, regulations and processes, solicit applications, and conduct initial evaluations of the applicants.

(B) At the time of filing, each applicant shall pay an application fee established by resolution of the city council, to cover all costs incurred by the city in the application process.

(C) After the initial review, ranking, and scoring under the review criteria, the city manager or his or her designee(s) will make a final determination in accordance with this section and shall either deny or approve the final candidates and shall select the top candidates in each category of the Commercial Cannabis Businesses. Notwithstanding anything in this article to the contrary, the city manager’s decision as to the selection of the prevailing candidates shall be final and shall not be subject to appeal.

(D) Official issuance of the Commercial Cannabis Business Permit(s) is conditioned upon the prevailing candidate(s) obtaining all required land use approvals. Following the city manager’s selection of the Person who shall be issued a Commercial Cannabis Business Permit, the prevailing candidate(s) shall apply to the city’s Community Development Department to obtain required land use approvals or entitlements for the permittee’s location and use approvals shall include compliance with all applicable provisions of the California Environmental Quality Act. The community development director shall formally issue the Commercial Cannabis Business Permit(s) once the community development director or his or her designee(s) affirms that all of the required land use approvals have been obtained and all required conditions of approval have been complied with.

(E) Issuance of a Commercial Cannabis Business Permit does not create a land use entitlement. The Commercial Cannabis Business Permit shall only be for a term of 12 months and shall expire at the end of the 12-month period unless it is renewed as provided herein. Furthermore, no permittee may begin operations, notwithstanding the issuance of a Commercial Cannabis Business Permit, unless all of the state and local laws and regulations, including but not limited to the requirements of this article and of the permit, have been complied with.

(F) Notwithstanding anything in this article to the contrary, the city manager reserves the right to reject any or all applications if the city manager determines it would be in the best interest of the city, taking into account any health, safety and welfare impacts on the community. Applicants shall have no right to a Commercial Cannabis Business Permit until a permit is actually issued, and then only for the duration of the permit’s term. Each applicant assumes the risk that, at any time prior to the issuance of a permit, the city council may terminate or delay the program created under this article.

(G) If an application is denied, a new application may not be filed for one year from the date of the denial.

(H) Each person granted a Commercial Cannabis Business Permit shall be required to pay the permit fee established by resolution of the city council, to cover the costs of administering the Commercial Cannabis Business Permit program created in this article.

(I) *Preservation of rights.* The city reserves the right to reject any or all applications. Prior to permit issuance by the City Council, the city may also modify, postpone, or cancel any request

for applications, or the entire program under this article, at any time without liability, obligation, or commitment to any party, firm, or organization, to the extent permitted under state law. Persons submitting applications assume the risk that all or any part of the program, or any particular category of permit potentially authorized under this article, may be cancelled at any time prior to permit issuance. The city further reserves the right to request and obtain additional information from any candidate submitting an application. In addition to possible reject for failure to comply with other requirements in this article, an applicant also risks being rejected for any of the following reasons:

- (1) Proposal received after designated time and date.
- (2) Proposal not containing the required elements, exhibits, nor organized in the required format.
- (3) Proposal considered not fully responsive to the request for permit application.

SEC. 11-458. PERSONS PROHIBITED FROM HOLDING A LICENSE OR EMPLOYEE WORK PERMIT.

Any Person who has been issued any of the following actions or notices for non-compliance, shall be prohibited from holding a Commercial Cannabis Business Permit in the city, with such actions or notices also grounds for denial of a Commercial Cannabis Business Permit:

- (A) The applicant has been denied a license or has had a license suspended or revoked by any city, county, city and county or any other state cannabis licensing authority;
- (B) The applicant was notified that they were conducting Commercial Cannabis Activity in non-compliance with this chapter 11 or other city ordinances, codes or requirements in which they failed to discontinued operating in a timely manner;
- (C) Evidence that the applicant was in non-compliance of properly paying federal, state or local taxes and/or fees when notified by the appropriate agencies;
- (D) The applicant was conducting Commercial Cannabis Activity in the city in violation of local and state law;

SEC. 11-459. EXPIRATION OF COMMERCIAL CANNABIS BUSINESS PERMITS.

Each Commercial Cannabis Business Permit issued pursuant to this article shall expire 12 months after the date of its issuance. Commercial Cannabis Business Permits may be renewed as provided in section 11-461.

SEC. 11-460. REVOCATION OF PERMITS.

Commercial Cannabis Business Permits may be revoked for any violation of any law and/or any rule, regulation and/or standard adopted pursuant to any policy, procedure or regulation in this article.

SEC. 11-461. RENEWAL APPLICATIONS.

- (A) An application for renewal of a Commercial Cannabis Business Permit shall be filed at least 60 calendar days prior to the expiration date of the current permit.
- (B) The renewal application shall contain all the information required for new applications.

(C) The applicant shall pay a fee in an amount to be set by the city council to cover the costs of processing the renewal permit application, together with any costs incurred by the city to administer the program created under this article.

(D) An application for renewal of a Commercial Cannabis Business Permit may be rejected if any of the following exists:

- (1) The application is filed less than 60 days before its expiration.
- (2) The Commercial Cannabis Business permit is suspended or revoked at the time of the application.
- (3) The Commercial Cannabis Business has not been in regular and continuous operation in the four months prior to the renewal application.
- (4) The Commercial Cannabis Business has failed to conform to the requirements of this article, or of any regulations adopted pursuant to this article.
- (5) The permittee fails or is unable to renew its State of California license.
- (6) If the city or state has determined, based on substantial evidence, that the permittee or applicant is in violation of the requirements of this article, of the city ordinance, or of the state rules and regulations, and the city or state has determined that the violation is grounds for termination or revocation of the Commercial Cannabis Business Permit.

(E) The city manager or his/her designee(s) is authorized to make all decisions concerning the issuance of a renewal permit. In making the decision, the city manager or his or her designee(s) is authorized to impose additional conditions to a renewal permit if it is determined to be necessary to ensure compliance with state or local laws and regulations or to preserve the public health, safety or welfare. Appeals from the decision of the city manager or his or her designee(s) shall be handled pursuant to Sections 11-464 to 11-465.

(F) If a renewal application is rejected, a person may file a new application pursuant to this article no sooner than one year from the date of the rejection.

SEC. 11-462. EFFECT OF STATE LICENSE SUSPENSION, REVOCATION, OR TERMINATION.

Suspension of a license issued by the state, or by any of its departments or divisions, shall immediately suspend the ability of a Commercial Cannabis Business to operate within the city, until the state, or its respective department or division, reinstates or reissues the state license. Should the state, or any of its departments or divisions, revoke or terminate the license of a Commercial Cannabis Business, such revocation or termination shall also revoke or terminate the ability of a Commercial Cannabis Business to operate within the city.

SEC. 11-463. APPEALS.

Unless specifically provided elsewhere to the contrary, whenever an appeal is specifically provided for in this article, the appeal shall be conducted as prescribed in this article.

SEC. 11-464. WRITTEN REQUEST FOR APPEAL.

(A) Within ten calendar days after the date of a decision of the city manager or his or her designee(s) to revoke, or suspend, or to add conditions to a permit, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the

decision was not proper.

(B) Within ten calendar days after the date of a decision of the Planning Commission pursuant to this article, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper.

(C) At the time of filing, the appellant shall pay the designated appeal fee in an amount, established by resolution of the city council.

SEC. 11-465. APPEAL HEARING.

(A) Upon receipt of the written appeal pursuant to Section 11-464, the city clerk shall set the matter for a hearing before the city council. The city council shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city.

(B) The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than 90 days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.

(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The decision of the city council shall be final.

SEC. 11-466. APPEAL FROM DECISION OF COMMUNITY DEVELOPMENT DIRECTOR

(A) Within ten calendar days after the date of a decision of the community developer director pursuant to this article, an aggrieved party may appeal such action by filing a written appeal with the city clerk setting forth the reasons why the decision was not proper. At the time of filing, the appellant shall pay the designated appeal fee, established by resolution of the city council.

(B) Upon receipt of the written appeal pursuant to subsection (A), the city clerk shall set the matter for a hearing before the Planning Commission. The Planning Commission shall hear the matter de novo and shall conduct the hearing pursuant to the procedures set forth by the city. The appeal shall be held within a reasonable time after the filing the appeal, but in no event later than 90 days from the date of such filing. The city shall notify the appellant of the time and location at least ten days prior to the date of the hearing.

(C) At the hearing, the appellant may present any information they deem relevant to the decision appealed. The formal rules of evidence and procedure applicable in a court of law shall not apply to the hearing. The decision of the Planning Commission shall be final.

SEC. 11-467. CHANGE IN LOCATION; UPDATED REGISTRATION FORM.

Any time the location of the Commercial Cannabis Business or retailer specified in the regulatory permit is proposed to be changed, the applicant shall be required to first secure a new Commercial Cannabis Business Permit, and discretionary land use permit for the new location before moving to that location, with such approvals subject to terminating the Commercial Cannabis Business Permit at the existing location so there is no net increase in the number of Cannabis Business Permits issued within the City. The process and the fees shall be the same as for a new facility and in accordance with the regulations specified in this article. No proposed change in location shall be considered until such time as the original location has first been

opened for business for a minimum of one (1) year consistent with the requirement of the city's regulations.

SEC. 11-468. TRANSFER OF CANNABIS BUSINESS PERMIT.

(A) The holder of a Cannabis Business Permit shall not transfer ownership or control of the permit to another Person unless and until the transferee obtains an amendment to the permit from the city manager or his or her designee stating that the transferee is now the permittee. Such an amendment may be obtained only if the transferee files an application with the city manager or his or her designee in accordance with all provisions of this article (as though the transferee were applying for an original Cannabis Business Permit) accompanied by a transfer fee in an amount set by resolution of the city council (or if not set, shall be the same amount as the application fee), and the city manager or his or her designee determines, after hearing, in accordance with this section that the transferee passed the background check required for permittees and meets all other requirements of this article. The decision of the city manager is final.

(B) Commercial Cannabis Business Permits issued through the grant of a transfer by the city manager or his or her designee shall be valid for a period of one year beginning on the day the city manager or his or her designee approves the transfer of the permit. Before the transferee's permit expires, the transferee shall apply for a renewal permit in the manner required by this article.

(C) Changes in ownership of a permittee business structure or a substantial change in the ownership of a permittee business entity (i.e., changes that result in a cumulative change of more than 51% of the original ownership) must be approved by the city manager or his or her designee through the transfer process contained in subsection (A). Failure to comply with this provision is grounds for permit revocation.

(D) (1) A permittee may change the form of business entity without applying to the city manager or his or her designee for a transfer of permit, provided that either:

(a) The membership of the new business entity is substantially similar to original permit holder business entity (at least 51% of the membership is identical), or

(b) If the original permittee is an unincorporated association, mutual or public benefit corporation, agricultural or consumer cooperative corporation and subsequently transitions to or forms a new business entity as allowed under the MAUCRSA provided that the Board of Directors (or in the case of an unincorporated association, the individual(s) listed on the City permit application) of the original permittee entity are the same as the new business entity.

(2) Although a transfer is not required in these two circumstances, the permit holder is required to notify the city manager in writing of the change within ten days of the change. Failure to comply with this provision is grounds for permit revocation.

(E) No Commercial Cannabis Business Permit may be transferred when the city manager or his or her designee has notified the permittee that the permit has been or may be suspended or revoked.

(F) Any attempt to transfer a Commercial Cannabis Business Permit either directly or indirectly in violation of this section is hereby declared void, and such a purported transfer shall be deemed a ground for revocation of the permit.

(G) Notwithstanding any language in this section to the contrary, no transfer of a local equity ownership interest in a business that obtained its Commercial Cannabis Business Permit as a Local Equity Applicant shall be allowed if such proposed transfer would reduce the local equity

interest in the Commercial Cannabis Business to a level below that required for a Local Equity Applicant.

SEC. 11-469. CITY BUSINESS TAX CERTIFICATE.

Prior to commencing operations, a Commercial Cannabis Business shall obtain a City of Oxnard business tax certificate, pursuant to Article I.

SEC. 11-470. BUILDING PERMITS AND INSPECTION.

Prior to commencing operations, a Commercial Cannabis Business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone. This includes but is not limited to obtaining any required building permit(s), the fire department approvals, health department approvals and other zoning and discretionary land use permit(s) and approvals.

SEC. 11-471. CERTIFICATION FROM THE COMMUNITY DEVELOPMENT DIRECTOR.

Prior to submittal of a Commercial Cannabis Business Permit application, a certification from the community development director or his or her designee(s) certifying that the business is located on a site that meets all of the requirements of chapter 16 and this article shall be obtained. A fee shall be established by city council resolution for submittal and processing of this certification.

SEC. 11-472. RIGHT TO OCCUPY AND TO USE PROPERTY.

(A) As a condition precedent to the city's issuance of a Commercial Cannabis Business Permit pursuant to this article, any person intending to open and to operate a Commercial Cannabis Business shall provide sufficient evidence of the legal right to occupy and to use the proposed location. In the event the proposed location will be leased from the property owner, the applicant shall be required to provide a signed and notarized statement from the owner of the property acknowledging that the property owner has read this article and consents to the operation of the Commercial Cannabis Business on the owner's property.

(B) The lease, sublease or other agreement to occupy the property must be at fair market value and not have any terms or conditions for the permittee to pay the property owner, commercial broker, or any third party a percentage of gross receipts, royalties, equity, or other unreasonable compensation as determined by the city. In addition, all leases, subleases, or other agreements must be based on a monthly rate.

SEC. 11-473. LOCATION AND DESIGN OF CANNABIS BUSINESSES.

Specific types of Commercial Cannabis Businesses are subject to the following zoning and locational requirements:

(A) All Cannabis manufacturing, testing, and distribution businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements stipulated in this article. Manufacturing, testing, and distribution facilities are conceptually permitted on property zoned limited manufacturing (ML), light manufacturing (M1), heavy industrial (M2), and business and research park (BRP), as well as auto sales and service, business park, and commercial manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Manufacturing, testing, and/or distribution facilities may also be located in the following specific plan areas subject to relevant specific plan requirements: Northeast Community Specific Plan, Sakioka Farms, Camino Real Business Park, McInnes Ranch Business Park Specific Plan, and Northfield Seagate Business Park Specific Plan.

(B) All Cannabis retail dispensary businesses have been conceptually identified on land use maps, with actual siting subject to land use siting criteria and buffer requirements as stipulated in this subsection (B). Retailers are conceptually permitted in property zoned neighborhood shopping center (C-1), neighborhood shopping center planned development (C-1-PD), general commercial (C-2), general commercial planned development (C-2-PD), Coastal Neighborhood Commercial (CNC), and commercial planned development (CPD), business park, retail commercial, and commercial manufacturing zones within the Rose Santa Clara Corridor Specific Plan. Retail dispensaries may also be located in the following specific plan areas subject to relevant specific plan requirements: RiverPark - commercial office, commercial convention, and commercial regional; Sakioka Farms; and Camino Real Business Park.

(C) Compliance with any specific plan requirements.

(D) The property on which any Commercial Cannabis Business is located must also meet all of the following distance requirements:

(1) It shall be no closer than 600 feet of any of the following:

(a) Any school providing instruction in kindergarten or any grades 1 through 12, whether public, private, or charter, including pre-school, transitional kindergarten, and K-12.

(b) A commercial daycare center licensed by the city or county that is in existence at the time the license is issued, unless the State licensing authority or the city specifies a different radius.

(c) A youth center that is in existence at the time the license is issued, unless the State licensing authority or the city specifies a different radius.

(2) The distance specified in this subsection shall be the horizontal distance measured in a straight line from the property line of the identified use to the closest property line of the lot on which the cannabis use is located without regard to intervening structures.

(E) Each proposed Commercial Cannabis Business use shall:

(1) Conform with the city's general plan, any applicable specific plans, master plans, and design requirements.

(2) Comply with all applicable zoning, and specific plan requirements, and related development standards.

(3) Be constructed in a manner that minimizes odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties.

(4) Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.

(5) Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.

(6) Be provided with adequate electricity, sewerage, disposal, water, fire protection

(sprinkler and alarm; retrofit when determined necessary by the fire marshal) and storm drainage facilities for the intended purpose.

SEC. 11-474. LIMITATIONS ON CITY'S LIABILITY.

To the fullest extent permitted by law, the city shall not assume any liability whatsoever with respect to having issued a Commercial Cannabis Business Permit pursuant to this article or otherwise approving the operation of any Commercial Cannabis Business. As a condition to the approval of any Commercial Cannabis Business Permit, the applicant shall be required to meet all of the following conditions before they can receive the Commercial Cannabis Business Permit:

(A) They must execute an agreement, in a form approved by the city attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the city and its officers, officials, employees, representatives, and agents harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to the city's issuance of the Commercial Cannabis Business Permit, the city's decision to approve the operation of the Commercial Cannabis Business or activity, the process used by the city in making its decision, or the alleged violation of any federal, state or local laws by the Commercial Cannabis Business or any of its officers, employees or agents.

(B) Maintain insurance at coverage limits, and with conditions thereon determined necessary and appropriate from time to time by the city manager.

(C) Reimburse the city for all costs and expenses, including but not limited to legal fees and costs and court costs, which the city may be required to pay as a result of any legal challenge related to the city's approval of the applicant's Commercial Cannabis Business Permit, or related to the city's approval of a Commercial Cannabis Activity. The city may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

SEC. 11-475. [RESERVED]

SEC. 11-476. RECORDS AND RECORDKEEPING.

(A) Each owner and operator of a Commercial Cannabis Business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a Commercial Cannabis Business Permit issued pursuant to this article), or at any time upon reasonable request of the city, each Commercial Cannabis Business shall file a sworn statement detailing the number of sales by the Commercial Cannabis Business during the previous 12-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid. On an annual basis, each owner and operator shall submit to the city a financial audit of the business's operations conducted by an independent certified public accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the city manager or his or her designee(s).

(B) Each owner and operator of a Commercial Cannabis Business shall maintain a current register of the names and the contact information (including the name, address, and telephone

number) of anyone owning or holding an interest in the Commercial Cannabis Business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the Commercial Cannabis Business. The register required by this paragraph shall be provided to the city manager or his or her designee(s) upon a reasonable request.

(C) All Commercial Cannabis Businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing and distribution processes until purchase as set forth MAUCRSA.

(D) Each Commercial Cannabis Business shall allow the city to have access to the businesses books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than 24 hours after receipt of the city's request, unless otherwise stipulated by the city. The city may require the materials to be submitted in an electronic format that is compatible with the city's software and hardware.

SEC. 11-477. OPERATIONAL STANDARDS.

(A) A permitted Commercial Cannabis Business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the Commercial Cannabis Business Except as may otherwise be determined by the city manager or his or her designee(s), these security measures shall include, but shall not be limited to, all of the following and are considered in addition to the best practices identified in the guidelines for issuance of a Cannabis Business Permit and/or conditions imposed as part of the discretionary land use permit approval:

- (1) Alarm system (perimeter, fire, and panic buttons).
- (2) Remote monitoring of alarm systems by licensed security professionals and first responders (Knox box, etc.).
- (3) Perimeter lighting systems (including motion sensors) for after-hours security.
- (4) Perimeter security and lighting as approved by the police chief, community development department or his or her designee.
- (5) Preventing individuals from remaining on the premises of the Commercial Cannabis Business if they are not engaging in an activity directly related to the permitted operations of the Commercial Cannabis Business.
- (6) Establishing limited access areas accessible only to authorized Commercial Cannabis Business personnel.
- (7) Plan for cash handling as relevant to manufacturing, testing, and distribution operations.
- (8) Except for live growing plants which are being cultivated at a cultivation facility, all Cannabis and Cannabis Products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.
- (9) Installing 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the Commercial Cannabis

Business which are open and accessible to the public, all interior spaces where cannabis, cash or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weatherproof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The Commercial Cannabis Business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the city manager or his or her designee(s), and that it is compatible with the city's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the city manager or his or her designee(s). Video recordings shall be maintained for a minimum of 90 days and shall be made available to the city manager or his or her designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the Commercial Cannabis Business, and shall be capable of enlargement via projection or other means. Internet protocol address information shall be provided to the Oxnard police department by the Commercial Cannabis Business, to facilitate remote monitoring of security cameras by the department or its designee.

(10) Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.

(11) Panic buttons shall be installed in all Commercial Cannabis Businesses with direct notification to Oxnard police department dispatch, and shall be configured to immediately alert dispatch for the Oxnard police department.

(12) Having a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.

(13) Any bars installed on the windows or the doors of the Commercial Cannabis Business shall be installed only on the interior of the building.

(14) Security personnel shall monitor premises in accordance with a security plan as authorized by the city manager or his or her designee(s), and must have a verified response security patrol when closed. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the city manager or his or her designee(s), with such approval not to be unreasonably withheld. Firearms may be carried by security personnel while they are on duty if authorized by the police chief.

(15) Each Commercial Cannabis Business shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.

(16) Entrance areas are to be locked at all times and under the control of a designated responsible party that is either: (a) an employee of the Commercial Cannabis Business; or (b) a licensed security professional.

(17) Each Commercial Cannabis Business shall have an accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.

(18) Each Commercial Cannabis Business shall demonstrate to the police chief, city manager or their designees compliance with the state's track and trace system for Cannabis and Cannabis Products, as soon as it is operational.

(19) Each Commercial Cannabis Business shall have state of the art network security protocols in place to protect computer information and all digital data.

(20) Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.

(B) Each Commercial Cannabis Business shall identify a designated security representative/liaison to the city, who shall be reasonably available to meet with the city manager or his or her designee(s) regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the Commercial Cannabis Business, annually maintain a copy of the current security plan on the premises of the business, to present to the city manager or his or her designee upon request that meets the following requirements:

(1) Confirms that a designated manager will be on duty during business hours and will be responsible for monitoring the behavior of employees.

(2) Identifies all managers of the Commercial Cannabis Business and their contact phone numbers.

(3) Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the manager's office.

(4) Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.

(5) Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the Commercial Cannabis Business, the parking lot, and any adjacent property under the business's control.

(6) Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these area are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of employees and their vehicles one-half hour after closing.

(C) As part of the application and permitting process, each Commercial Cannabis Business shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.

(D) The Commercial Cannabis Business shall cooperate with the city whenever the city manager or his or her designee(s) makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this article. Prevention fire inspectors shall be allowed access to audit buildings for fire life safety concerns on a yearly basis or as determined necessary per the fire marshal.

(E) A Commercial Cannabis Business shall notify the city manager or his or her designee(s) within 24 hours after discovering any of the following:

(1) Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the city manager or his or her designee(s).

(2) Diversion, theft, loss, or any criminal activity involving the Commercial Cannabis Business or any agent or employee of the Commercial Cannabis Business.

(3) The loss or unauthorized alteration of records related to Cannabis, customers or employees or agents of the Commercial Cannabis Business.

(4) Any other breach of security.

(F) Compliance with the foregoing requirements shall be verified by the city manager or his or her designee prior to commencing business operations. The city manager or his or her designee may supplement these security requirements once operations begin, subject to review by the city manager if requested by the business owner.

SEC. 11-478. RESTRICTION ON ALCOHOL AND TOBACCO SALES.

(A) No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the Commercial Cannabis Business.

(B) No person shall cause or permit the sale of tobacco products on or about the premises of the Commercial Cannabis Business.

SEC. 11-479. FEES AND CHARGES.

(A) No person may commence or continue any Commercial Cannabis Activity in the city without timely paying in full all fees and charges required for the operation of a Commercial Cannabis Activity. Fees and charges associated with the operation of a Commercial Cannabis Activity shall be established by resolution of the city council which may be amended from time to time.

(B) All Commercial Cannabis Businesses authorized to operate under this article shall pay all sales, use, business and other applicable taxes, and all license, registration, and other fees required under federal, state and local law. Each Commercial Cannabis Business shall cooperate with the city with respect to any reasonable request to audit the Commercial Cannabis Business's books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

(C) Prior to operating in the city and as a condition of issuance of a regulatory permit, the operator of each cannabis facility shall enter into an operational agreement with the city setting forth the terms and conditions under which the cannabis facility will operate that are in addition to the requirements of this article, including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety and welfare.

SEC. 11-480. MISCELLANEOUS OPERATING REQUIREMENTS.

(A) Commercial Cannabis Businesses may operate only during the hours specified in the Commercial Cannabis Business Permit issued by the city and/or as determined within the discretionary land use permit.

(B) Restriction on consumption - Cannabis shall not be consumed by any employee on the premises of any Commercial Cannabis Business.

(C) No Cannabis or Cannabis Products or graphics depicting Cannabis or Cannabis Products shall be visible from the exterior of any property issued a Commercial Cannabis Business Permit, or on any of the vehicles owned or used as part of the Commercial Cannabis Business. No outdoor storage of Cannabis or Cannabis Products is permitted at any time.

(D) Reporting and tracking of product and of gross sales - Each Commercial Cannabis Business shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the Commercial Cannabis Business including, but not limited to, such matters as Cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the city. The Commercial Cannabis Business shall ensure that such information is compatible with the city's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review.

Furthermore, any system selected must be approved and authorized by the city manager or his or her designee(s) prior to being used by the permittee.

(E) All Cannabis and Cannabis Products sold, distributed or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with the state and local regulations.

(F) Emergency contact and emergency response plan - Each Commercial Cannabis Business shall provide the city manager or his or her designee(s) with the name, telephone number (both landline and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day. Each Commercial Cannabis Business must have a fire evacuation plans, and plan to address robberies and other emergencies. Said plan shall be reviewed and approved by the fire and police chiefs or designee.

(G) Signage and notices -

(1) In addition to the requirements otherwise set forth in this section, business identification signage for a Commercial Cannabis Business shall conform to the requirements of the city regulations, including, but not limited to, seeking the issuance of a city sign permit.

(2) No signs placed on the premises of a Commercial Cannabis Business shall obstruct any entrance or exit to the building or any window.

(3) Each entrance to a Commercial Cannabis Business shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis on the premises or in the areas adjacent to the Commercial Cannabis Business is prohibited.

(4) Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No Commercial Cannabis Business shall advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises of the Commercial Cannabis Business or elsewhere including, but not limited to, the public right-of-way.

(5) Signage shall not be directly illuminated, internally or externally. No banners, flags, billboards or other prohibited signs may be used at any time.

(H) Minors -

(1) Persons under the age of 21 years shall not be allowed on the premises of a Commercial Cannabis Business and shall not be allowed to serve as a driver for a mobile delivery service. It shall be unlawful and a violation of this article for any person to employ any person at a Commercial Cannabis Business who is not at least 21 years of age.

(2) The entrance to the Commercial Cannabis Business shall be clearly and legibly posted with a notice that no person under the age of 21 years of age is permitted to enter upon the premises of the Commercial Cannabis Business.

(I) Odor control - Odor control devices and techniques shall be incorporated in all Commercial Cannabis Businesses to ensure that odors from Cannabis are not detectable off-site. Commercial Cannabis Businesses shall provide a sufficient odor absorbing ventilation and exhaust system so that odor generated inside the Commercial Cannabis Business that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the Commercial Cannabis Business. As such, Commercial Cannabis Businesses must install and maintain the following equipment, or any other equipment which the community development director or his

or her designee(s) determine is a more effective method or technology:

(1) An exhaust air filtration system with odor control that prevents internal odors from being emitted externally;

(2) An air system that creates negative air pressure between the Commercial Cannabis Businesses interior and exterior, so that the odors generated inside the Commercial Cannabis Business are not detectable on the outside of the Commercial Cannabis Business.

(J) Display of permit and city business tax certificate - The original copy of the Commercial Cannabis Business Permit issued by the city pursuant to this article and the city issued business license shall be posted inside the Commercial Cannabis Business in a location readily-visible to the public.

(K) Background check - Pursuant to Cal. Penal Code Sections 11105(b)(11) and 13300(b)(11), which authorizes city authorities to access state and local summary criminal history information for employment, licensing, or certification purposes; and authorizes access to federal level criminal history information by transmitting fingerprint images and related information to the Department of Justice to be transmitted to the Federal Bureau of Investigation, every person listed as an owner, manager, supervisor, employee, contract employee or who otherwise works in a Commercial Cannabis Business must submit fingerprints and other information deemed necessary by the police chief or his or her designee(s) for a background check by the City of Oxnard police department. Pursuant to Cal. Penal Code Sections 11105(b)(11) and 13300(b)(11), which requires that there be a requirement or exclusion from employment, licensing or certification based on specific criminal conduct on the part of the subject of the record, no person shall be issued a permit to operate a Commercial Cannabis Business or a related work permit unless they have first cleared the background check, as determined by the police chief or his or her designee(s), as required by this section. A fee for the cost of the background investigation, which shall be the actual cost to the city to conduct the background investigation as it deems necessary and appropriate, shall be paid at the time the application for a Commercial Cannabis Business Permit is submitted.

(L) Loitering - The Owner and/or operator of a Commercial Cannabis Business shall prohibit loitering by persons outside the facility both on the premises and within 50 feet of the premises.

SEC. 11-481. OTHER OPERATIONAL REQUIREMENTS.

The city manager or his or her designee may develop other Commercial Cannabis Business operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare.

SEC. 11-482. OPERATING REQUIREMENTS FOR TESTING LABS.

(A) Testing Laboratories shall be required to conduct all testing in a manner pursuant to Cal. Bus. and Prof. Code Section 26100 and shall be subject to state and local law. Each Testing Laboratory shall be subject to additional regulations as determined from time to time as more regulations are developed under this article and any subsequent state legislation regarding the same.

(B) Testing Laboratories shall conduct all testing in a manner consistent with general requirements for the competence of testing and calibrations activities, including sampling using

verified methods.

(C) All Cannabis Testing Laboratories performing testing shall obtain and maintain ISO/IEC 17025 accreditation as required by the Bureau of Cannabis Control.

(D) Testing Laboratories shall destroy any harvest batch whose testing sample indicates noncompliance with health and safety standards required by the Bureau of Cannabis Control unless remedial measures can bring the cannabis or cannabis products into compliance with quality standards as specified by law and implemented by the Bureau of Cannabis Control.

(E) Each operator shall ensure that a Testing Laboratory employee takes the sample of Cannabis or Cannabis Products from the distributor's premises for testing required by state law and that the Testing Laboratory employee transports the sample to the Testing Laboratory.

(F) Except as provided by state law, a Testing Laboratory shall not acquire or receive Cannabis or Cannabis Products except from a licensee in accordance with state law, and shall not distribute, sell, or dispense Cannabis, or Cannabis Products, from the licensed premises from which the Cannabis or Cannabis Products were acquired or received. All transfer or transportation shall be performed pursuant to a specified chain of custody protocol.

(G) A Testing Laboratory may receive and test samples of Cannabis or Cannabis Products from a qualified patient or primary caregiver only if the qualified patient or primary caregiver presents the qualified patient's valid physician's recommendation for Cannabis for medicinal purpose. A Testing Laboratory shall not certify samples from a qualified patient or primary caregiver for resale or transfer to another party or licensee. All tests performed by a testing laboratory for a qualified patient or primary caregiver shall be recorded with the name of the qualified patient or primary caregiver and the amount of the Cannabis or Cannabis Products received.

(H) Approval of Testing Laboratories shall be through approval of a development design review (DDR) permit to be issued by the community development director of the city. The appeal of the approval or denial of such permit shall be to the Planning Commission pursuant to Section 11-466.

SEC. 11-483. OPERATING REQUIREMENTS FOR DISTRIBUTORS.

(A) A Distributor shall not store non-cannabis goods or non-cannabis accessories that are to be sold to another party on any licensed premises. Additionally, a Distributor shall not distribute non-cannabis goods or non-cannabis accessories at a licensed premises. For the purposes of this section, non-cannabis goods are any goods that do not meet the definition of cannabis goods as defined in Title 16, Cal. Code of Regulations, Section 5000.

(B) After taking physical possession of a Cannabis goods batch, the Distributor shall contact a Testing Laboratory and arrange for a laboratory employee to come to the Distributor's licensed premises to select a representative sample for laboratory testing.

(C) A Distributor shall ensure that all Cannabis goods batches are stored separately and distinctly from other Cannabis goods batches on the Distributor's premises.

(D) The Distributor shall ensure that the batch size from which the sample is taken meets the requirements of state law, specifically the testing provisions within the California Code of Regulations.

(E) A Distributor or an employee of the Distributor shall be physically present to observe the laboratory employee obtain the sample of Cannabis goods for testing and shall ensure that the increments are taken from throughout the batch. The sampling shall be video-recorded and the

recording kept available to state and local authorities for a minimum of 180 days, pursuant to Title 16, Cal. Code of Regulations, Section 5305.

(F) A Distributor shall not transport Cannabis or Cannabis Products to a licensed retail facility until and unless it has verified that the Cannabis or Cannabis Products have been tested and certified by a Testing Laboratory as being in compliance with state health and safety requirements pursuant to Title 16, Cal. Code of Regulations, Sections 5705, 5710 and 5714.

(G) Approving of Distributor shall be through the approval of a development design review (DDR) permit to be issued by the community development director of the City of Oxnard. The appeal of the approval or denial of such permit shall be to the Planning Commission pursuant to Section 11-466.

SEC. 11-484. OPERATING REQUIREMENTS FOR CANNABIS MANUFACTURING: EDIBLES AND OTHER CANNABIS PRODUCTS; SALE OR DISTRIBUTION OF EDIBLE AND OTHER CANNABIS PRODUCTS.

(A) Cannabis manufacturing facilities requiring a type-6, type-7, type S, or any subsequent created Manufacturing state license (using non-volatile and volatile solvents) as defined in MAUCRSA, may be permitted to operate within those zone districts as defined in the city code.

(B) Any compressed gases used in the manufacturing process shall not be stored on any property within the city in containers that exceeds the amount which is approved by the Oxnard fire department and authorized by the regulatory permit. Each site or parcel subject to a Commercial Cannabis Business Permit shall be limited to a total number of compressed gas tanks allowed on the property at any one time, as determined by the Oxnard fire department.

(C) Cannabis Manufacturing facilities may use the hydrocarbons N-butane, isobutane, ethanol, propane, or heptane or other solvents or gases exhibiting low to minimal potential human-related toxicity approved by the community development department. These solvents must be of at least 99% purity and any extraction process must use them in a professional grade closed loop extraction system designed to recover the solvents and work in an environment with proper ventilation, controlling all sources of ignition where a flammable atmosphere is or may be present.

(D) If an extraction process uses a professional grade closed loop CO₂ gas extraction system every vessel must be certified by the manufacturer for its safe use. The CO₂ must be of at least 99% purity.

(E) Closed loop systems for compressed gas extraction systems must be used and must be commercially manufactured and bear a permanently affixed and visible serial number.

(F) Certification from an engineer licensed by the state, or from a state certified professional engineer or state certified industrial hygienist from another state, must be provided to the community development department for a professional grade closed loop system used by any commercial cannabis manufacturing manufacturer to certify that the system was commercially manufactured, is safe for its intended use, and was built to codes of recognized and generally accepted good engineering practices, including but not limited to:

- (1) The American Society of Mechanical Engineers (ASME);
- (2) American National Standards Institute (ANSI);
- (3) Underwriters Laboratories (UL); or
- (4) The American Society for Testing and Materials (ASTM).

(G) The certification document must contain the signature and stamp of the professional

engineer and serial number of the extraction unit being certified.

(H) Professional closed loop systems, other equipment used, the extraction operation, and facilities must be approved for their use by the Oxnard fire department and meet any required fire, safety, and building code requirements specified in the California Building Reference Codes.

(I) Cannabis Manufacturing facilities may use heat, screens, presses, steam distillation, ice water, and other methods without employing solvents or gases to create keef, hashish, bubble hash, or infused dairy butter, or oils or fats derived from natural sources, and other extracts.

(J) Cannabis Manufacturing facilities may use food grade glycerin, ethanol, and propylene glycol solvents to create or refine extracts. Ethanol should be removed from the extract in a manner to recapture the solvent and ensure that it is not vented into the atmosphere.

(K) Cannabis Manufacturing facilities creating Cannabis extracts must develop standard operating procedures, good manufacturing practices, and a training plan prior to producing extracts for the marketplace.

(L) Any person using solvents or gases in a closed looped system to create cannabis extracts must be fully trained on how to use the system, have direct access to applicable material safety data sheets and handle and store the solvents and gases safely.

(M) Parts per million for one gram of finished extract cannot exceed state standards for any residual solvent or gas when quality assurance tested.

(N) Approval of manufacturing facilities shall be through approval of a development design review (DDR) permit to be issued by the community development director of the city. The appeal of the approval or denial of such permit shall be to the Planning Commission pursuant to Section 11-466.

SEC. 11-485. OPERATING REQUIREMENTS FOR STORE FRONT/RETAIL FACILITIES.

(A) No more than the number of cannabis retailers authorized by section 11-456 shall operate within the city at any one time.

(B) Approval of retail dispensaries shall be through approval of a special use permit to be issued by the Planning Commission. The appeal of the approval or denial of such special use permit shall be to the City Council pursuant to Sections 14-464 and 11-465.

(C) Retailers shall verify the age and all necessary documentation of each individual to ensure the customer is not under the age of 18 years. If the potential customer is 18 to 20 years old, retailer shall confirm the customer's possession of a valid doctor's recommendation and state-issued medical marijuana card. Persons 18 to 20 years old who are unable to produce either form of medical documentation cannot purchase cannabis legally and are to be denied admittance to the retail facility. For adult-use purchases, retailers shall verify that all customers are 21 years of age or older for the purchase of Cannabis or Cannabis Products.

(D) Entrances into the retailer shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retail area to separate it from the reception/lobby area. Individuals must show their government-issued identification, and, in the case of medical cannabis facilities, their physician's recommendation, or a cannabis card issued pursuant to Cal. Health and Safety Code Section 11362.71 in order to gain access into the retailer. The government-issued identification and, if applicable, doctor's recommendation or cannabis card must also be shown at the point of sale

station at the time of purchase. Doctor recommendations are not to be obtained or provided at the retail location.

(E) Uniformed licensed security personnel shall be employed to monitor site activity, control loitering and site access, and to serve as a visual deterrent to unlawful activities. Security personnel may be allowed to carry firearms if authorized by the police chief.

(F) Retailers may have only that quantity of Cannabis and Cannabis Products to meet the daily demand readily available for sale on-site in the retail sales area of the retailer. Additional product may be stored in a secured, locked area to which customers, vendors, and visitors shall not have access.

(G) All restroom facilities shall remain locked and under the control of management.

(H) Retailers authorized to conduct retail activities shall only serve customers who are within the licensed premises, or at a delivery address that meets the requirements of this subsection.

(1) The sale and delivery of Cannabis goods shall not occur through a pass-through window or a slide-out tray to the exterior of the premises.

(2) Retailers shall not operate as or with a drive-in or drive-through at which Cannabis goods are sold to persons within or about a motor vehicle.

(3) No Cannabis shall be sold and/or delivered by any means or method to any person within a motor vehicle.

(4) All Cannabis goods sold by a Retailer shall be contained in child-resistant packaging.

(5) Retailers shall record point-of-sale areas and areas where Cannabis goods are displayed for sale on the video surveillance system. At each point-of-sale location, camera placement must allow for the recording of the facial features of any person purchasing or selling Cannabis goods, or any person in the retail area, with sufficient clarity to determine identity.

(6) A retail licensee who is engaged in retail sale shall hire or contract for security personnel who are at least 21 years of age to provide security services for the licensed retail premises. All security personnel hired or contracted for by the licensee shall be licensed by the Bureau of Security and Investigative Services and shall comply with Cal. Bus. and Prof. Code Chapters 11.4 and 11.5 of Division 3.

(I) Access to retailer premises -

(1) Access to the premises of a retail licensee/permittee shall be limited to individuals who are at least 21 years of age.

(2) Notwithstanding subsection (I)(1) above, individuals who are at least 18 years of age and in possession of a valid physician's recommendation or state-issued medical marijuana card shall be granted access to the premises of a retail licensee/permittee for the sole purpose of purchasing medicinal cannabis consistent with the physician's recommendation.

(J) Authorized sales - A retailer shall only sell adult-use Cannabis and adult-use Cannabis Products to individuals who are at least 21 years of age. A retailer shall only sell medicinal Cannabis or medicinal Cannabis Products to individuals who are at least 18 years of age, but not yet 21, if those individuals are in possession of a valid physician's recommendation. Medicinal cannabis sales to individuals 21 years of age and older are unrestricted.

(K) Limited access areas - A retailer shall establish limited-access areas and permit only authorized individuals to enter the limited-access areas. Authorized individuals include individuals employed by the retailer as well as any outside vendors, contractors, or other individuals conducting business that requires access to the limited access area. All individuals granted access to the limited access area shall be at least 21 years of age, and if not employed by the retailer, shall be escorted at all times by an employee of the licensee/permittee. A retailer

shall maintain a log of all individuals who are not employees who are granted access to the limited access area. These logs shall be made available to the police chief or the development services director upon request.

(L) Operating hours of the store front retailer license shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week or a reduced duration as stipulated through the discretionary land use permit.

(M) Parking requirements shall be in accordance with the Oxnard City Code - 1 parking space per 250 square feet or as stipulated in a city traffic engineer approved parking study.

(N) *Store front/retail security requirements.* All security measures required by section 11-477 (operational standards) are directly applicable to and binding on all Commercial Cannabis Businesses, including all Retailers.

SEC. 11-486. OPERATING REQUIREMENTS FOR RETAILERS (A) Retailers that provide delivery are required to verify the age and the necessary documentation of each medical customer to ensure the customer is not under the age of 18 years, and to verify that the potential customer has a valid doctor's recommendation. Doctor recommendations are not to be obtained or provided at the retail location. The age verification requirement applies to both the customer and any person accepting delivery on behalf of the customer. If the latter, the individual must be at least 21 years of age.

(B) Operating hours of the non-store front Retailer shall be limited to the hours of 9:00 a.m. through 9:00 p.m., seven days a week or a reduced duration as stipulated through the discretionary land use permit.

(C) The non-store front Retailer shall only sell cannabis or cannabis products to a natural person 21 years of age or older, or a natural person 18 years of age or older who possesses a physician's recommendation for cannabis medical use only, or a cannabis card issued pursuant to Cal. Health and Safety Code Section 11362.71.

(D) The non-store front Retailer may only have on-site that quantity of Cannabis and Cannabis Products reasonably anticipated to meet the weekly demand for which they may need to be readily available for sale.

SEC. 11-487. NON-STORE FRONT RETAILER VEHICLE REQUIREMENTS.

Prior to commencing operations, a non-store front Retailer shall provide the following information to the city.

(A) Proof of ownership of the vehicle or a valid lease for any and all vehicles that will be used to deliver Cannabis or Cannabis Products.

(B) The year, make, model, color, license plate number, and vehicle identification number (VIN) for any and all vehicles that will be used to deliver Cannabis or Cannabis Products.

(C) Proof of insurance as required in section 11-474(B) for any and all vehicles being used to deliver Cannabis or Cannabis Products.

(D) The licensee shall provide the city with the information required by this section in writing for any new vehicle that will be used to deliver Cannabis and/or Cannabis Products prior to using the vehicle to deliver Cannabis and/or Cannabis Products.

(E) The Commercial Cannabis Business shall provide the city with any changes to the information required by this section in writing within 30 calendar days.

SEC. 11-488. PROMULGATION OF REGULATIONS, STANDARDS AND OTHER LEGAL DUTIES.

(A) In addition to any regulations adopted by the city council, the city manager or his or her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of Commercial Cannabis Business Permits, the ongoing operation of Commercial Cannabis Businesses and the city's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this article.

(B) Regulations shall be published on the city's website.

(C) Regulations promulgated by the city manager shall become effective upon date of publication. Commercial Cannabis Businesses shall be required to comply with all state and local laws and regulations, including but not limited to any rules, regulations or standards adopted by the city manager or his or her designee.

(D) Testing Laboratories, distribution facilities and special events shall be subject to state law and shall be subject to additional regulations as determined from time to time as more regulations are developed pursuant to this section and any subsequent state legislation regarding the same.

SEC. 11-489. COMMUNITY RELATIONS.

(A) Each Commercial Cannabis Business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the Commercial Cannabis Business can be provided. Each Commercial Cannabis Business shall also provide the above information to all businesses and residences located within 600 feet of the Commercial Cannabis Business.

(B) During the first year of operation pursuant to this article, the Owner, manager, and community relations representative from each Commercial Cannabis Business holding a permit issued pursuant to this article shall attend quarterly meetings with the city manager or his or her designee(s), and other interested parties as deemed appropriate by the city manager or his or her designee(s), to discuss costs, benefits, and other community issues arising as a result of implementation of this article. After the first year of operation, the Owner, manager, and community relations representative from each such Commercial Cannabis Business shall meet with the city manager or his or her designee(s) when and as requested by the city manager or his or her designee(s).

(C) Commercial Cannabis Businesses to which a permit is issued pursuant to this article shall describe benefits that the cannabis business would provide to the local community, such as community contributions, volunteer services and/or economic incentives.

SEC. 11-490. PERMIT HOLDER RESPONSIBLE FOR VIOLATIONS.

The person to whom a Commercial Cannabis Business Permit is issued pursuant to this article shall be responsible for all violations of the laws of the state or of the regulations and/or the ordinances of the city whether committed by the permittee or any employee or agent of the permittee, which violations occur in or about the premises of the Commercial Cannabis Business whether or not said violations occur within the permit holder's presence.

SEC. 11-491. INSPECTION AND ENFORCEMENT.

(A) The city manager, or his or her designee(s) charged with enforcing the provisions of the city code, or any provision thereof, may enter the location of a Commercial Cannabis Business at any time, without notice, and inspect the location of any Commercial Cannabis Business as well as any recordings and records required to be maintained pursuant to this article or under applicable provisions of state law.

(B) It is unlawful for any person having responsibility over the operation of a Commercial Cannabis Business, to impede, obstruct, interfere with, or otherwise not to allow, the city to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a Commercial Cannabis Business under this article or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a Commercial Cannabis Business under this article or under state or local law.

(C) The city manager, or his or her designee(s) charged with enforcing the provisions of this article may enter the location of a Commercial Cannabis Business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City of Oxnard shall be logged, recorded, and maintained in accordance with established procedures by the City of Oxnard city manager or these regulations.

SEC. 11-492. COMPLIANCE WITH STATE REGULATIONS.

It is the stated intent of this article to regulate commercial cannabis activity in the city in compliance with all provisions MAUCRSA and any subsequent state legislation.

SEC. 11-493. VIOLATIONS DECLARED A PUBLIC NUISANCE.

Each and every violation of the provisions of this article is hereby deemed unlawful and a public nuisance.

SEC. 11-494. EACH VIOLATION A SEPARATE OFFENSE.

Each and every violation of this article shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the city. Additionally, as a nuisance per se, any violation of this article shall be subject to injunctive relief, any permit issued pursuant to this article being deemed null and void, disgorgement and payment to the city for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The city may also pursue any and all remedies and actions available and applicable under State and local laws for any violations committed by the Commercial Cannabis Business or persons related to, or associated with, the Commercial Cannabis Activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the city manager, or his or her designee(s), may take immediate action to temporarily suspend a Commercial Cannabis Business Permit issued by the city, pending a hearing before the city manager, or his or her designee(s).

SEC. 11-495. CRIMINAL PENALTIES.

Each and every violation of the provisions of this article may at the discretion of the district attorney or city attorney be prosecuted as an infraction or misdemeanor and upon conviction be subject to imprisonment in the county jail for a period of not more than six months, or both such fine and imprisonment. Each Commercial Cannabis Business may be cited for any violation of any law and/or any rule, regulation and/or standard adoption pursuant to this article. A fine not to exceed \$10,000 for the first violation, \$15,000 for the second violation and revocation of the permit for a period of two years after which time the business operator would have to reapply. The fine for operating an unlicensed and/or unpermitted Commercial Cannabis Business shall be \$30,000 per day and the issuance of a notice to appear in court. Each day a violation is committed or permitted to continue shall constitute a separate offense. At the discretion of the city manager or his or her designee, higher or lower fines or penalties may be recommended based on the facts of individual cases where generally supported by aggravating or mitigating circumstances. Aggravating factors may include, but are not limited to: prior disciplinary history, nature and severity of the act(s), violations, offenses, or crime(s) under consideration, actual or potential harm to the public, actual or potential harm to any consumer, prior warning letters, licensee involvement, premises in high crime area, lack of cooperation by licensee in investigation, appearance and actual age of minor, continuing course or pattern of conduct. Mitigating factors may include, but are not limited to: length of licensure at subject location without prior discipline problems, positive action by licensee to correct problem, documented training of licensee and employees and cooperation by licensee in investigation.

SEC. 11-496. REMEDIES CUMULATIVE AND NOT EXCLUSIVE.

The remedies provided herein are not to be construed as exclusive remedies. The city is authorized to pursue any proceedings or remedies provided by law.”

Section 2. Article XVI of Chapter 7 of the Oxnard City Code (Oxnard City Code Section 7-280 to 7-284) is hereby repealed.

Section 3. Article XV of Chapter 11 of the Oxnard City Code regarding Medical Cannabis Delivery (Oxnard City Code Section 11-390 to 11-403) is hereby repealed.

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

Section 5. Within 15 days after passage, the City Clerk shall cause a summary of 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 1, 2020, and was adopted on _____, 2020, to become effective thirty (30) days thereafter.

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:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.7

DATE: December 15, 2020

TO: City Council

FROM: Jeff Pengilley, Interim Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Seventh Amendment to Agreement No. 7748-17-FN with HdL Companies for Cannabis Management Services.

RECOMMENDATION

1. Approve and authorize the Mayor to execute the Seventh Amendment to Agreement No. 7748-17-FN with Hinderliter, de Llamas and Associates (“HdL”) to extend the term and increase the amount of the Agreement, which provides for Sales Tax and Economic Analysis, Allocation Audit and Recovery, and Cannabis Fiscal Analysis and Taxation Strategies consulting services, from \$791,593 to \$988,893; and
2. Approve the budget appropriation of \$197,300 for the Seventh Amendment to Agreement No. 7748-17-FN with Hinderliter, de Llamas and Associates, which is recoverable through the Cannabis Business Permit Fee and does not impact fund balance.

BACKGROUND

EXECUTIVE SUMMARY

The agreement provides provides for Sales Tax and Economic Analysis, Allocation Audit and Recovery, and Cannabis Fiscal Analysis and Taxation Strategies consulting services. A contract amendment is needed with HdL to increase the value of their existing contract and extend the contract term, specifically related to the Cannabis Management Program portion of the agreement (7th Amendment to Agreement). This amendment also adds additional tasks for training of police, code, and licensing staff for inspections of all cannabis operators. The additional training task results in the need to extend the contract term.

BACKGROUND

HdL was created in 1983 by a former finance director, to help cities get the details of their tax revenue, including assisting with the analysis of the tax reports. Currently HdL provides property tax, sales tax, Transient Occupancy Tax (TOT) audits, Business License audits and software systems, and Cannabis Management Programs. HdL's Cannabis Management Program includes former professional government cannabis policy experts with extensive knowledge related to cannabis. These experts assist local government agencies to implement and manage effective cannabis regulation and taxation options. HdL has been retained by over 400 cities, counties, and special agencies in the State to assist in the development of cannabis related approaches unique to the specific jurisdiction. For cannabis related work, HdL experts work closely with law enforcement, the California Department of Consumer Affairs, the state legislature and other state agencies along with the League of California Cities to resolve local government issues related to the Cannabis Industry. HdL knows the best practices and lessons learned from Colorado and various jurisdictions in California because their experts have helped develop these policies and continue to play a leadership role in the implementation of

these programs. The Sales Tax and Economic Analysis, Allocation Audit and Recovery, and Cannabis Fiscal Analysis and Taxation Strategies consulting services of HdL were procured in January 2017.

On April 26, 2018 the City Council approved a Second Amendment to retain HdL to conduct cannabis fiscal analysis and taxation strategies. On January 4, 2019, the contract with HdL was amended by a Third Amendment to authorize the firm to view sales tax information from the State on behalf of the Finance Department (not related to cannabis). On July 2, 2019, City Council approved the Fourth Amendment to Agreement No. 7748-17-FN for Cannabis Management Services and the appropriation of \$115,100 to cover the cost of the amendment. On July 29, 2020, the City Council approved a Fifth Amendment to Agreement No. 7748-17-FN for a review of 50 retail cannabis applications/applicants. On August 12, 2020, the Sixth Amendment was approved to have HdL do an analysis of sales tax revenue ((not related to cannabis).

DISCUSSION

Beginning in mid 2018, the City secured the services of HdL to initiate the City's cannabis solicitation process for all five cannabis uses - manufacturing, distribution, testing, retail, and cultivation. Cultivation regulations and permitting is anticipated in mid 2021.

On November 18, 2020, the City notified retail cannabis applicants that the retail solicitation process was being terminated due to inconsistencies discovered in Chapter 11, Article XVII of the Oxnard City Code. On Dec. 1, 2020 City Council considered an ordinance to repeal and readopt Chapter 11, Article XVII, repeal other non-necessary Oxnard City Code cannabis provisions, and authorize the waiver of permit fees (phases 1 - 3) for those applicants that had participated in the City's prior retail cannabis and local equity retail cannabis program. The City launched a retail cannabis solicitation process on December 4, 2020; this solicitation will close at 6:00 p.m. on January 7, 2021. Through this solicitation up to 16 retail cannabis applicants (including three local equity retail cannabis applicants) may be selected pending securing all land use approvals. HdL's assistance in evaluating all of the applicants in accordance with the cannabis application procedures guideline will be needed.

The contract amendment with HdL is being secured to for the retail cannabis solicitation, evaluation, and ranking process, in alignment with the HdL scope which Council granted approval via the 5th contract amendment. The subject amendment adds contract value (\$197,300) for the following services:

- Application review and screening (up to \$177,500)
- Preparation of competitive evaluations and ranking reports (\$2,000)
- Staff assistance and subject matter expertise (SME) (\$10,000, as needed)
- Train staff for inspections and yearly renewal process (\$4,800)
- Travel (\$3000, as needed)

The additional task of staff training necessitates the extension of the contract term until December 2022. The City is currently processing four of the five manufacturing cannabis applicants, and all three of the distribution operators have applied for the authorized Development Design Review (DDR) permit. Through the processing of these cannabis uses, training of staff has been determined necessary due to the complexity of the regulations and the newness of the code provisions. HdL is able to provide staff training workshops for police, code enforcement, and licensing staff. This contract amendment includes a staff training workshop. Securing staff training will enable the City to transition to using appropriate in house staff to conduct required inspections. The cost of this training will be absorbed by cannabis operators; a compliance fee and associated fee justification study will be presented to the City Council in the near future.

STRATEGIC PRIORITIES

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

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

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

Goal 2. Enhance business development throughout the City.

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

Objective 3a. Maximize funding sources.

Objective 3b. Set rates and fees to fully recover cost.

FINANCIAL IMPACT

The cost of the Seventh Amendment with HdL is \$197,300. A budget appropriation is being requested to recognize and appropriate Cannabis permit revenue and appropriate funds to Project #20IN01, Account no. 101-4101-804-8209, to cover the cost of the amendment. In lieu of requesting a general fund balance transfer, staff is proposing to utilize Cannabis revenue that has already been collected for manufacturing and distribution to cover the cost of the Seventh Amendment. Appropriation of these funds will not impact fund balance.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Sabrina Rodriguez, Management Analyst III

ATTACHMENTS

1. Seventh Amendment to Agreement No. 7748-17-FN
2. Budget Appropriation - Seventh Amendment to Agreement No. 7748-17-FN

Agreement No. 7748-17-FN**SEVENTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES**

This Seventh Amendment (“Seventh Amendment”) to the Agreement for Consulting Services (“Agreement”) is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2020, by and between the City of Oxnard, a municipal corporation (“City”), and Hinderliter, de Llamas and Associates (“Consultant”). This Seventh Amendment amends the Agreement entered into on January 30, 2017, by City and Consultant. The Agreement previously has been amended on April 27, 2017, by a First Amendment, on April 26, 2018, by a Second Amendment, on January 4, 2019, by a Third Amendment, on July 2, 2019, by a Fourth Amendment, on July 29, 2020, by a Fifth Amendment, and on August 12, 2020, by a Sixth Amendment.

City and Consultant agree as follows:

1. Section 1 of the Agreement, Scope of Services, is amended to include the services set forth in Exhibit A-5, attached hereto and incorporated in full herein by this reference.
2. In Section 12 of the agreement the date of “December 31, 2021” is deleted and replaced with “December 31, 2022”.
3. Subsection a of section 14 of the Agreement is amended as follows:
 - a. The figure “\$791,593” is replaced by the figure “\$988,893”.
 - b. Exhibit B-4 is attached hereto and incorporated herein by this reference into the Agreement.
4. As so amended, the Agreement remains in full force and effect.

[Signatures on next page]

Agreement No. 7748-17-FN

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

CITY OF OXNARD

CONSULTANT

Tim Flynn, Mayor

Date

Andrew Nickerson, President

Date

ATTEST:

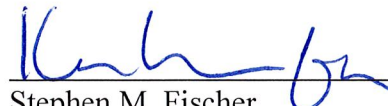
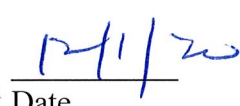
Gary Lott, Chief Operations
Officer

Date

Michelle Ascencion
City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fischer
City Attorney

¹ The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over \$200,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to \$100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to \$25,000 annually.

¹ The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC (company directors, not lower-level managers); or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SEVENTH AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

EXHIBIT A-5 SCOPE OF SERVICES

As assigned by City Staff, Consultant may perform Objectives 2 thru 6 as described in the Fifth Amendment Scope of Services, along with the following additional task:

Staff Training Workshop

Consultant will work with the City to develop and provide a full-day (8 hour) training for those City staff who will be involved in conducting on-site regulatory compliance inspections of licensed cannabis businesses. Consultant will work with the City to assess the specific training needs for staff to carry out the City's permitting, regulatory and enforcement program, and will design a training curriculum that is specifically targeted to address those needs. Subjects may include any or all of the following, as well as other topics to be determined in consultation with the City:

- Overview of State and local cannabis laws and regulations
- License types and administrative privileges
- Developing enforcement priorities
- Best practices for regulatory enforcement and inspections
- Conducting regulatory inspections
- Inspection hazards
- Regulatory code compliance
- Track and trace programs
- Report writing
- Options for administrative remedies
- On-site simulated inspection

The training will include an on-site simulated inspection of a licensed cannabis business to demonstrate all of the procedures and protocols discussed in the morning session. Trainings may include separate topics or sessions for different departments or divisions, as needed. The details of the training program will be determined in consultation with the City. The cost for this service includes all planning, preparation and any follow up.

**EXHIBIT B-4
COMPENSATION**

Scope of Service Objectives	Estimated Cost
Objective 2: Application reviews, scoring, merit-based ranking, interviews and selection process.	\$2,500 per application/\$500 per interview
Objective 3: Compile all scores and prepare final report to the City.	\$2,000
Objective 4: Conduct background checks as a part of the application review process. Cost paid directly by applicants.	No cost to City
Objective 6: 40 hours of subject matter expertise and technical assistance to be used by the City on an as-needed basis.	\$10,000
Travel (if and as needed for interviews)	\$600 per day
Training workshop for City Staff & Travel Full day (8 hours) with on-site simulated inspection	\$4,800
Estimate of total costs	
Application Review & Interviews (not to exceed 66 applications at \$2,500 each/\$500 per interview)	\$177,500
Prepare final report (flat rate)	\$2,000
Background checks (cost paid directly by applicants)	No cost to City
Technical assistance (assumes 40 hours)	\$10,000
Travel (assumes 5 days on site)	\$3,000
Staff Training Workshop	\$4,800
SEVENTH AMENDMENT TOTAL NOT TO EXCEED	\$197,300

REQUEST FOR BUDGET APPROPRIATION - FY20-21

Department: Community Development
Project/Program
Manager: Kathleen Mallory

Date: December 15, 2020
Phone: 385-8370

Reason for Appropriation:

To appropriate funds for cannabis management services per the Seventh Amendment to Agreement #7748-17-FN with Hinderliter, de Llamas & Associates (HdL).

Accounts and Descriptions**AMOUNT****Fund: GENERAL FUND (101)****Revenues/Transfers In****HDL 7th Amendment-Cannabis (Project #20IN01)**

101-4101-555.73-49 CANNABIS PERMIT FEES 197,300

Sub-total Revenues 197,300

Expenditures/Transfers Out**HDL 7th Amendment-Cannabis (Project #20IN01)**

101-4101-804.82-09 SVCS-OTHER/PROF CONTRACT 197,300

Sub-total Expenditures 197,300

Net Change to Fund Balance 0

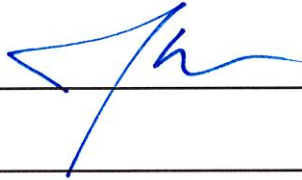
Net Appropriation Change 197,300

Approvals

Department Director

Chief Financial Officer

City Manager

 12/1/20



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.8**

DATE: December 15, 2020

TO: City Council

FROM: Jeff Pengilley, Interim Community Development Director, (805) 385-8208, jeff.pengilley@oxnard.org

SUBJECT: Planning and Zoning Permit No. 20-300-05 (Final Tract Map for Tract No. 5968-2 for Condominium Purposes) Associated with Planning and Zoning Permit No. 15-300-06 for Wagon Wheel “The Village” Specific Plan. Filed by Corey Harpole, Oxnard CRFL Partners, LLC, 64 Maxwell, Irvine, California 92618.

RECOMMENDATION

That the City Council:

1. Accept Final Map 5968-2 for condominium purposes associated with PZ 15-300-06 Tentative Tract Map No. 5968 of The Village Specific Plan.
2. Receive and file a “Notice of Pending Approval” for Final Map for Tract 5968-2 by the Interim Community Development Director including signature of “City Council’s Certificate” on the title sheet.

BACKGROUND

On July 28, 2015, the City Council approved a Tentative Subdivision Map for Tract 5745 for The Village Specific Plan, also known as Wagon Wheel. Tract 5745 subdivided the 62-acre site into 17 numbered lots and 19 lettered lots for the development of The Village Specific Plan. The Final Map for the first phase, Tract 5745-1, was accepted by the City Council on July 19, 2016, and the Final Map was subsequently recorded on October 20, 2016. Tract 5745-1 established numbered lots 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and lettered lots B, C, D, J, K, L, M, N, O, P, Q, and R.

On May 3, 2016, the City Council approved PZ 15-300-06 for Tentative Tract Map No. 5968 to create a six lot condominium subdivision within 14.9 acres located in Planning Areas 4, 5, 9, 10, 11 and portions of Planning Areas 7 and 8 of The Village Specific Plan. The Tentative Map created a six lot condominium subdivision establishing Lots 4, 5, 7, 8, 9 and 10 for condominium purposes to facilitate the future construction of 310 attached condominium residences in three neighborhoods within seven Planning Areas in the Specific Plan. Tentative Tract Map No. 5968 was determined to be consistent with The Village Specific Plan, and Tentative Tract Map 5745 approved by the City Council in July 2015, and relevant conditions of approval from Tentative Tract Map 5745 were made conditions of approval for Tentative Map 5968.

On September 12, 2017, the City Council accepted Final Map 5968-1 (PZ 17-300-05), which created Lots 8, 9 and 10 for construction of 197 attached condominium residences. Final Map 5968-1 was recorded on October 17, 2017.

On November 17, 2020, the City Council revised Tentative Tract Map 5745 (PZ 19-300-01) to change the location of the park and residential land uses on specific lots; create new lot numbers to accommodate flood protection; delineate flood protection improvements on Lot A and Wagon Wheel Road; realign the multi-use trail; revise the Ventura Road frontage south of Wagon Wheel Road to replace the MUP with a sidewalk and on-street bike lane; realign the Highway 101

offramp; and revise lot lines to be consistent with a proposed Specific Plan Amendment.

DISCUSSION

The Final Map for the second phase of Tract No. 5968 establishes Lots 4, 5 and 7 for condominium purposes and allows for the construction of the remaining 113 attached condominium residences (Attachment A). The proposed Final Map No. 5968-2 is consistent with the Specific Plan, Tentative Tract Map 5968 approved by the City Council on May 3, 2016, and Tentative Tract Map 5745 approved by the City Council in July 2015 and revised on November 17, 2020.

In accordance with Chapter 15, Division 3, Section 15-55 of the “Subdivision Ordinance” of the Oxnard City Code, the Interim Director intends to approve the map within 10 days following the December 15, 2020 City Council meeting. Ten days after the City Council receipt of “Notice of Pending Approval” the City Clerk will attest in signature to the Interim Director’s approval at that time (see Attachment B).

The City Engineer has reviewed Final Map 5968-2 and on November 20, 2020 issued their approval by providing the Verification of Status form indicating that the Phase 2 Final Map No. 5968, as currently prepared, will be in compliance with the State Subdivision Map Act and Oxnard City Code requirements, and will conform to the previously approved tentative subdivision map (PZ 15-300-06) (see Attachment C). Final Map 5968-2 is also consistent with mitigation measures of the EIR and SEIR as well as the 2030 General Plan.

ENVIRONMENTAL IMPACT

In accordance with the State of California Environmental Quality Act (CEQA) Guidelines, the recommended actions are consistent with the Village Specific Plan, EIR No. 2006-03 certified in 2008 and Supplemental Environmental Impact Report No. 2014-01 that was certified in 2015 in association with Tentative Subdivision Map 5745, and is therefore exempt from further CEQA review in accordance with CEQA Guidelines Section 15162.

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

The map provides the opportunity for future condominium development that will result in increased property tax revenue to the City.

COMMITTEE OUTCOME

This map originated from a City Council public hearing approving Tract 5968 and the recommended actions are consistent with that action; therefore, this item did not originate in Committee.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager, Heather Davis, Contract Planner

ATTACHMENTS

1. A. Final Map No 5968-2
2. B. Notice Memo 5968-2
3. C. Engineer Verification DOC112020

TRACT NO. 5968-2

AREA: 5.641 ACRES

NUMBERED LOTS: 3
(PORTION OF TENTATIVE TRACT NO. 5968)

DATE OF SURVEY: AUGUST, 2014

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 5 AND 7, OF TRACT MAP NO. 5745-1, AS FILED IN BOOK 164,
PAGES 36 THROUGH 52, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY, TOGETHER WITH LOT 4 OF TRACT MAP NO. 5745-2, AS FILED IN
BOOK 169, PAGES 1 THROUGH 6, INCLUSIVE, OF SAID MISCELLANEOUS RECORDS. (MAPS).

HUITT-ZOLLARS

DAVID W. MACKEY, P.L.S. 8912

FOR CONDOMINIUM PURPOSES

OWNERSHIP CERTIFICATE:

THE UNDERSIGNED HEREBY STATES THAT THEY ARE THE OWNERS OF, RECORD HOLDER(S) OF SECURITY INTERESTS THEREIN, OR INTERESTED IN, THE REAL PROPERTY INCLUDED WITHIN THIS SUBDIVISION AND CONDOMINIUM PROJECT ENTITLED TRACT NO. 5968-2, SHOWN ON THIS MAP WITHIN THE EXTERIOR BOUNDARY LINE AND THAT THEY ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS TITLE TO SAID REAL PROPERTY, THAT THEY CONSENT TO THE MAKING AND RECORDATION OF SAID MAP AND SUBDIVISION FOR CONDOMINIUM PURPOSES. THE OWNER HEREBY DEDICATES TO THE CITY OF OXNARD, ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE AN ACCESS EASEMENT AS SHOWN HEREON, ALSO DEDICATES AN EASEMENT FOR DOMESTIC WATERLINE PURPOSES AS SHOWN ON THIS MAP, AND DEDICATES ~~THE~~ ALL WATER RIGHTS AND THE RIGHT TO DEVELOP ALL WATER FOUND UNDER SAID LAND WITHOUT, HOWEVER THE RIGHT OF SURFACE ENTRY.

OXNARD CRFL PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

David W. Mackey 9-22-20 Lisa Jack 9-22-20
NAME: DATE NAME: DATE
TITLE: Managing Member TITLE: CEO

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION, BENEFICIARY
UNDER CONSTRUCTION DEEDS OF TRUST RECORDED MARCH 29, 2017, AS
INSTRUMENT NO. 20170329-00042225-0, AND MARCH 29, 2018, AS INSTRUMENT
NO. 20180329-00035962-0, BOTH OF OFFICIAL RECORDS.

Steven Strachlow 9/25/20 Steven Strachlow
NAME: DATE NAME: DATE
TITLE: STEVEN STRACHLOW TITLE:

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF OXNARD CRFL PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN NOVEMBER OF 2019. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED (OR THAT THEY WILL BE SET IN THOSE POSITIONS WITHIN ONE YEAR AFTER RECORDATION OF THIS TRACT MAP), AND THAT THE MONUMENTS ARE (OR WILL BE) SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. CORNER RECORDS FOR ALL CENTERLINE MONUMENTS SHOWN HEREON AS SET BY ME WILL BE ON FILE IN THE OFFICE OF THE COUNTY SURVEYOR PRIOR TO ACCEPTANCE OF THE IMPROVEMENTS INTO THE CITY STREET SYSTEM.

DATED: September 16, 2020

David W. Mackey
DAVID W. MACKEY, P.L.S. 8912



CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP ENTITLED TRACT NO. 5968-2 AND I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

James P. Fallon
JAMES P. FALLON, P.L.S. 7807
CITY SURVEYOR

DATE



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE FINAL MAP ENTITLED TRACT NO. 5968-2, THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA AND OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

Jeff Pengilly
JEFF PENGILLEY
CITY ENGINEER
R.C.E. 59872

DATE

COUNTY TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT HAVE BEEN FILED AND DEPOSITED WITH ME.

DATE: _____, 20__.

Steven Hintz
STEVEN HINTZ
COUNTY TAX COLLECTOR
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY TAX COLLECTOR

CITY COUNCIL'S CERTIFICATE

THIS MAP ENTITLED TRACT NO. 5968-2, CONSISTING OF 4 SHEETS HAS BEEN PRESENTED TO THE CITY COUNCIL OF THE CITY OF OXNARD OF VENTURA COUNTY, CALIFORNIA FOR APPROVAL, PURSUANT TO THE CITY COUNCIL'S DELEGATION OF AUTHORITY ADOPTED ON NOVEMBER 15, 2016 PURSUANT TO ORDINANCE NO. 2910, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY APPROVES THIS MAP ON THE DAY OF _____, 2020 AND HEREBY ACCEPT FOR PUBLIC USE THE FOLLOWING SHOWN ON THIS MAP:

~~ON BEHALF OF ALL GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE AN ACCESS EASEMENT AS SHOWN HEREON;~~

AN EASEMENT FOR DOMESTIC WATERLINE PURPOSES AS SHOWN ON THIS MAP; AND
ALL WATER RIGHTS AS OFFERED HEREON.

IN WITNESS WHEREOF AND PURSUANT TO THE CITY COUNCIL'S DELEGATION AUTHORITY DESCRIBED ABOVE, THE COMMUNITY DEVELOPMENT DIRECTOR HEREBY SIGNS THIS CERTIFICATE, WHICH IS ATTESTED TO BY THE CITY CLERK OF SAID CITY AND THE CORPORATE SEAL OF SAID CITY OF OXNARD IS AFFIXED HERETO THIS DAY OF _____, 2020.

ATTEST:

Michelle Ascencion
MICHELLE ASCENCION
CITY CLERK OF THE CITY OF OXNARD

Jeff Pengilly
JEFF PENGILLEY
INTERIM COMMUNITY
DEVELOPMENT DIRECTOR
CITY OF OXNARD

CITY TREASURER'S CERTIFICATE

I, PHILLIP S. MOLINA, CITY TREASURER OF THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST TRACT NO. 5968-2 OR ANY PART THEREOF FOR UNPAID MUNICIPAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS MUNICIPAL TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS NOT YET PAYABLE. WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF OXNARD THIS _____ DAY OF _____, 20__.

CITY TREASURER OF THE CITY OF OXNARD

COUNTY RECORDER'S CERTIFICATE

FILED THIS _____ DAY OF _____, 20__, AT _____ IN BOOK _____ OF MISCELLANEOUS RECORD (MAPS), AT PAGES _____, AT THE REQUEST OF OXNARD CRFL PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

Mark A. Lunn
MARK A. LUNN
COUNTY RECORDER
COUNTY OF VENTURA

BY: _____
DEPUTY COUNTY RECORDER

NOTE:

SEE SHEET 2 FOR NOTARY ACKNOWLEDGEMENTS AND SIGNATURE OMISSIONS

TRACT NO. 5968-2

AREA: 5.641 ACRES

NUMBERED LOTS: 3
(PORTION OF TENTATIVE TRACT NO. 5968)

DATE OF SURVEY: AUGUST, 2014

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 5 AND 7, OF TRACT MAP NO. 5745-1, AS FILED IN BOOK 164,
PAGES 36 THROUGH 52, INCLUSIVE, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY
RECORDER OF SAID COUNTY, TOGETHER WITH LOT 4 OF TRACT MAP NO. 5745-2, AS FILED IN
BOOK 169, PAGES 1 THROUGH 6, INCLUSIVE, OF SAID MISCELLANEOUS RECORDS (MAPS).

HUITT-ZOLIARS

DAVID W. MACKEY, P.L.S. 8912

FOR CONDOMINIUM PURPOSES

NOTARY ACKNOWLEDGEMENTS

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.

OXNARD CRFL PARTNERS, LLC

STATE OF CALIFORNIACOUNTY OF ORANGEON SEPTEMBER 22, 2020 BEFORE ME, NANCY ROBERTSON,A NOTARY PUBLIC, PERSONALLY APPEARED CARL RENEZEDERAND LISA JACK

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/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Nancy Robertson MY PRINCIPAL PLACE OF BUSINESS IS IN
ORANGE COUNTYPRINT NAME NANCY ROBERTSON MY COMMISSION NO. 2166677
MY COMMISSION EXPIRES OCTOBER 3, 2020

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.

WESTERN ALLIANCE BANK

STATE OF ArizonaCOUNTY OF MaricopaON Sept 25, 2020 BEFORE ME, Stanley H. Sharpe,A NOTARY PUBLIC, PERSONALLY APPEARED Steven Strehlow, Vice President

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/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED
CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED
THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Stanley H. Sharpe MY PRINCIPAL PLACE OF BUSINESS IS IN
Maricopa COUNTYPRINT NAME Stanley H. Sharpe MY COMMISSION NO. 562553
MY COMMISSION EXPIRES Mar 17, 2023

EXISTING EASEMENTS

- 1 AN EASEMENT FOR WATERLINE AND STORM DRAIN PURPOSES DEDICATED TO AND ACCEPTED BY THE CITY OF OXNARD ON TRACT NO. 5745-1, 164 MR 36-52.
- 2 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED DECEMBER 20, 2017, AS INSTRUMENT NO. 20171220-00164668-0, OFFICIAL RECORDS.
- 3 AN EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED JULY 3, 2017, AS INSTRUMENT NO. 20170703-00086282-0, OFFICIAL RECORDS.
- 4 AN EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF THE CITY OF OXNARD RECORDED FEBRUARY 6, 2019, AS INSTRUMENT NO. 20190206-00011531-0, OFFICIAL RECORDS.

PROPOSED EASEMENTS

- A AN EASEMENT FOR DOMESTIC WATERLINE PURPOSES DEDICATED TO THE CITY OF OXNARD
- B AN EASEMENT FOR ACCESS FOR GOVERNMENTAL AGENCIES PROVIDING FOR THE PUBLIC SAFETY, HEALTH AND WELFARE AN ACCESS EASEMENT PURPOSES DEDICATED TO THE CITY OF OXNARD HEREON.

NOTE:

SEE SHEETS 3-4 FOR EASEMENT LOCATIONS.

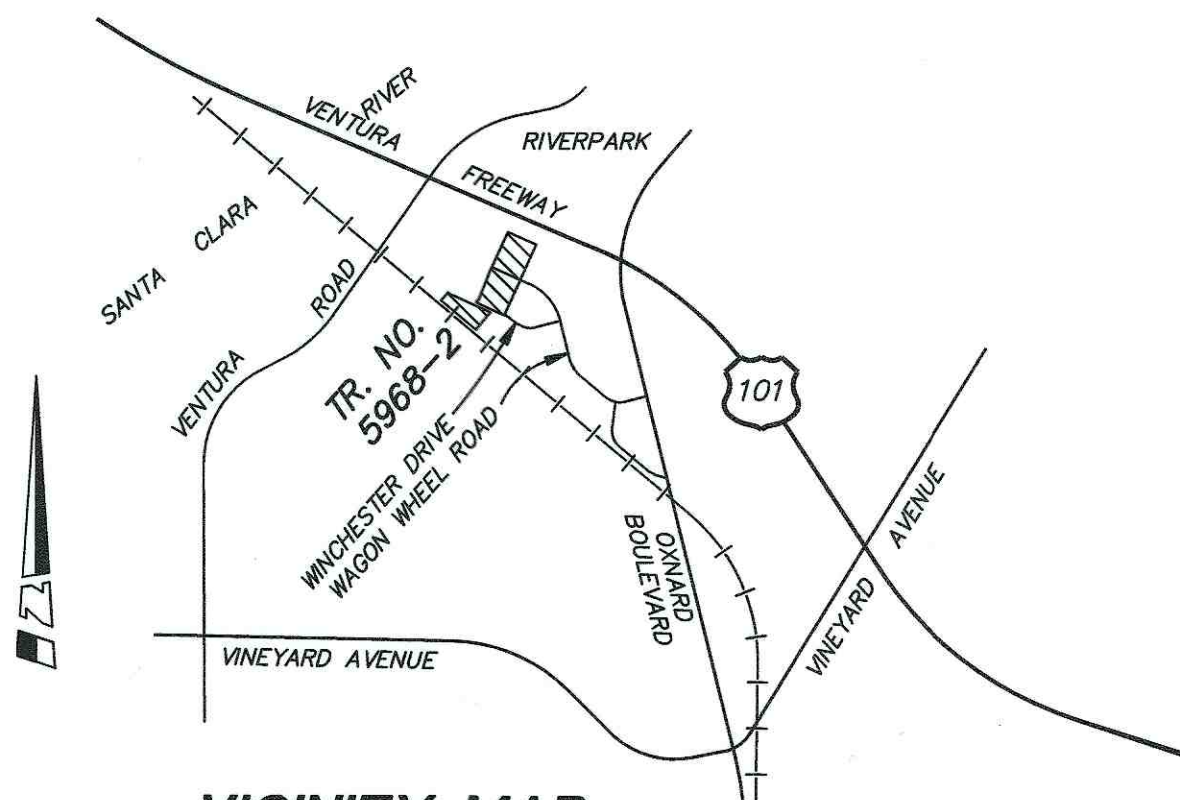
SIGNATURE OMISSIONS

THE SIGNATURE(S) OF THE PARTY(IES) NAMED HEREINAFTER AS OWNER(S) OF THE
INTEREST SET FORTH, HAVE BEEN OMITTED UNDER PROVISIONS OF SECTION 66436(a)
3A (i-viii) OF THE SUBDIVISION MAP ACT, AS THEIR INTEREST IS SUCH THAT IT
CANNOT RIPEN INTO A FEE AND SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE
LOCAL AGENCY.

1. THE STATE OF CALIFORNIA, HOLDER OF EASEMENT FOR DRAINAGE STRUCTURES, EXCAVATION AND EMBANKMENT SLOPES RECORDED MARCH 30, 1934, IN BOOK 393, PAGE 373, OF OFFICIAL RECORDS (EASEMENT IS NOT LOCATABLE FROM RECORD); AND FOR INGRESS AND EGRESS PURPOSES RECORDED MAY 7, 2013 AS INSTRUMENT NO. 20130507-00082567-0 AND OCTOBER 18, 2013 AS INSTRUMENT NO. 20131018-00174323-0, BOTH OF OFFICIAL RECORDS (EASEMENTS NOT LOCATABLE FROM RECORD).
2. SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF EASEMENTS FOR PUBLIC UTILITIES, INGRESS AND EGRESS PURPOSES RECORDED MAY 11, 1949, IN BOOK 871, PAGE 565 (NOT LOCATABLE FROM RECORD); FOR PUBLIC UTILITIES, INGRESS AND EGRESS RECORDED JANUARY 18, 1952, IN BOOK 1044, PAGE 306 (NOT LOCATABLE FROM RECORD); FOR PUBLIC UTILITIES RECORDED JULY 3, 2017, AS INSTRUMENT NO. 20170703-00086282-0, OF OFFICIAL RECORDS; AND FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS RECORDED DECEMBER 20, 2017, AS INSTRUMENT NO. 20171220-00164668-0, OF OFFICIAL RECORDS.
3. SPRINT COMMUNICATIONS COMPANY L.P., QWEST COMMUNICATIONS COMPANY, LLC, LEVEL 3 COMMUNICATIONS, LLC, AND WITEL COMMUNICATIONS, INC., HOLDER OF EASEMENTS FOR TELECOMMUNICATIONS CABLE SYSTEM PURPOSES RECORDED AUGUST 21, 2013 AS INSTRUMENT NO. 20130821-00146419-0, DECEMBER 27, 2013 AS INSTRUMENT NO. 20131227-00205739-0, AND JANUARY 30, 2014 AS INSTRUMENT NO. 20140130-00011258-0, ALL OF OFFICIAL RECORDS (EASEMENTS ARE NOT LOCATABLE FROM RECORD).
4. AT&T CORP., HOLDER OF EASEMENTS FOR TELECOMMUNICATION CABLE SYSTEM PURPOSES RECORDED DECEMBER 10, 2009, AS INSTRUMENT NO. 20091210-00199195-0; AND FOR TELECOMMUNICATION CABLE AND RAILROAD CORRIDOR PURPOSES RECORDED DECEMBER 10, 2009, AS INSTRUMENT NO. 20091210-00199196-0, BOTH OF OFFICIAL RECORDS (EASEMENTS ARE NOT LOCATABLE FROM RECORD).
5. THE CITY OF OXNARD, HOLDER OF EASEMENTS FOR WATERLINE AND STORM DRAIN PURPOSES DEDICATED AND ACCEPTED ON TRACT NO. 5745-1, 164 MR 36-52, AND FOR STORM DRAIN PURPOSES RECORDED FEBRUARY 6, 2019, AS INSTRUMENT NO. 20190206-00011531-0, OFFICIAL RECORDS.

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 (a)(3C) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CAN NOT RIPEN INTO A FEE TITLE

1. DORA SANDERSON, TRUSTEE, HOLDER OF AN INTEREST IN, OR RIGHTS TO, MINERALS PER DOCUMENT RECORDED JULY 27, 1945 AS INSTRUMENT NO. 9151 IN BOOK 726, PAGE 63, OFFICIAL RECORDS.
2. CLARENCE A. MARKEL AND LUCILLE B. MARKEL, HOLDER OF AN INTEREST IN, OR RIGHTS TO, MINERALS PER DOCUMENT RECORDED FEBRUARY 11, 1954 AS INSTRUMENT NO. 4118 IN BOOK 1183, PAGE 46, OFFICIAL RECORDS.
3. LESTER R. HOWARD AND JOANNA HOWARD, HOLDER OF AN INTEREST IN, OR RIGHTS TO, MINERALS PER DOCUMENT RECORDED SEPTEMBER 29, 1961 AS INSTRUMENT NO. 42785 IN BOOK 2053, PAGE 556, OFFICIAL RECORDS.
4. ERWIN P. MARON AND DOROTHY S. MARON, CO-TRUSTEES OF THE ERWIN PAUL MARON AND DOROTHY S. MARON TRUST, HOLDER OF AN INTEREST IN, OR RIGHTS TO, MINERALS PER DOCUMENT RECORDED JULY 31, 1981 AS INSTRUMENT NO. 81-72514, OFFICIAL RECORDS.



VICINITY MAP

NOT TO SCALE

SOILS AND/OR GEOLOGIC REPORT:

THE FOLLOWING SOILS REPORT AND/OR GEOLOGIC REPORT RELATING TO TRACT NO.
5968-2 HAS BEEN PREPARED:

DATE OF REPORT: DECEMBER 12, 2014

TITLE OF REPORT: UPDATED GEOTECHNICAL ENGINEER REPORT FOR OXNARD VILLAGE
PHASE II BACKBONE INFRASTRUCTURE, TRACT 5745, THE
OXNARD VILLAGE, WAGON WHEEL AREA, OXNARD, CALIFORNIA.

FIRM NAME: WORKMAN ENGINEERING CONSULTING

ENGINEER: R. MARK WORKMAN, JR.

REGISTRATION NO.: R.C.E. 68557

LOCATION WHERE ON FILE
FOR PUBLIC INSPECTION: CITY OF OXNARD PUBLIC WORKS DEPARTMENT

TRACT NO. 5968-2

AREA: 5.641 ACRES

NUMBERED LOTS: 3
(PORTION OF TENTATIVE TRACT NO. 5968)

DATE OF SURVEY: AUGUST, 2014

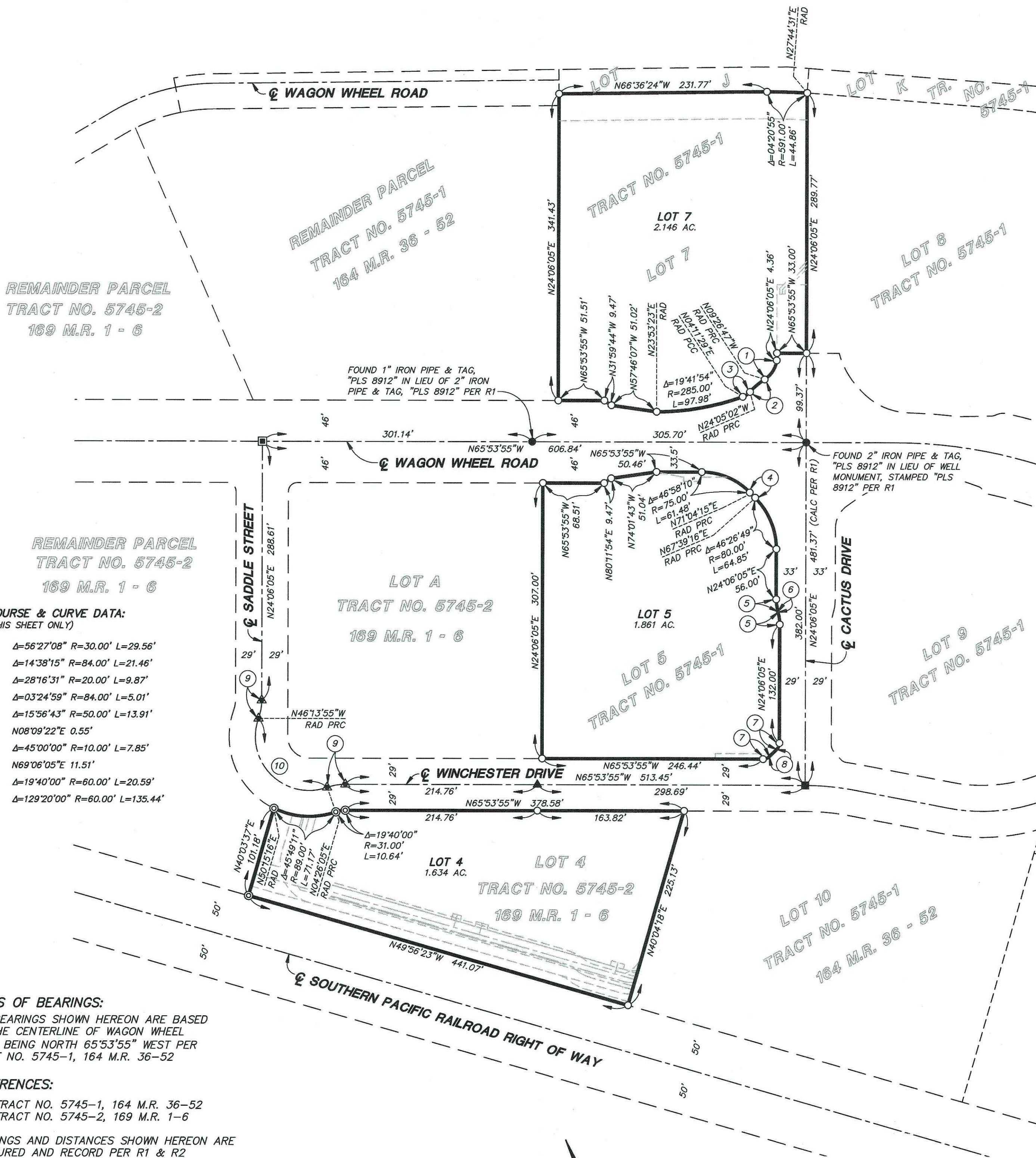
IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 5 AND 7, OF TRACT MAP NO. 5745-1, AS FILED IN BOOK 164,
PAGES 36 THROUGH 52, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH LOT 4 OF TRACT MAP NO. 5745-2, AS
FILED IN BOOK 169, PAGES 1 THROUGH 6, INCLUSIVE, OF SAID MISCELLANEOUS RECORDS (MAPS).

HUITT-ZOLIARS

DAVID W. MACKEY, P.L.S. 8912

FOR CONDOMINIUM PURPOSES

STATE HIGHWAY 101



BASIS OF BEARINGS:
THE BEARINGS SHOWN HEREON ARE BASED
ON THE CENTERLINE OF WAGON WHEEL
ROAD BEING NORTH 65°53'55" WEST PER
TRACT NO. 5745-1, 164 M.R. 36-52

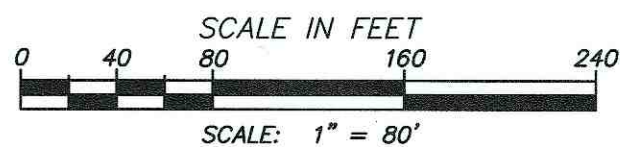
REFERENCES:

R1 TRACT NO. 5745-1, 164 M.R. 36-52
R2 TRACT NO. 5745-2, 169 M.R. 1-6

BEARINGS AND DISTANCES SHOWN HEREON ARE
MEASURED AND RECORD PER R1 & R2

MONUMENT NOTES:

- INDICATES FOUND MONUMENT AS NOTED.
- ▲ INDICATES 2" IRON PIPE AND TAG, "PLS 8912", OR LEAD, TACK AND TAG, "PLS 8912", OR SPIKE & WASHER, STAMPED "PLS 8912" TO BE SET PER R1.
- INDICATES STANDARD SURVEY MONUMENT PER CITY OF OXNARD PLATE 609, STAMPED "PLS 8912", TO BE SET PER R1
- ▲ INDICATES 2" IRON PIPE AND TAG, "PLS 8912", OR LEAD, TACK AND TAG, "PLS 8912", OR SPIKE & WASHER, STAMPED "PLS 8912" TO BE SET PER R2.
- INDICATES STANDARD SURVEY MONUMENT PER CITY OF OXNARD PLATE 609, STAMPED "PLS 8912", TO BE SET PER R2
- INDICATES 1" IRON PIPE & TAG, "PLS 8912", OR SPIKE AND WASHER, STAMPED "PLS 8912", OR LEAD, TACK & TAG, "PLS 8912", TO BE SET PER R1
- ◎ INDICATES 1" IRON PIPE & TAG, "PLS 8912", OR SPIKE AND WASHER, STAMPED "PLS 8912", OR LEAD, TACK & TAG, "PLS 8912", TO BE SET PER R2



NOTE:

SEE SHEET 4 FOR EASEMENT LOCATIONS.

TRACT NO. 5968-2

IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA
BEING A SUBDIVISION OF LOTS 5 AND 7, OF TRACT MAP NO. 5745-1, AS FILED IN BOOK 164,
PAGES 36 THROUGH 52, INCLUSIVE, OF MISCELLANEOUS RECORDS (MAPS), IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY, TOGETHER WITH LOT 4 OF TRACT MAP NO. 5745-2, AS
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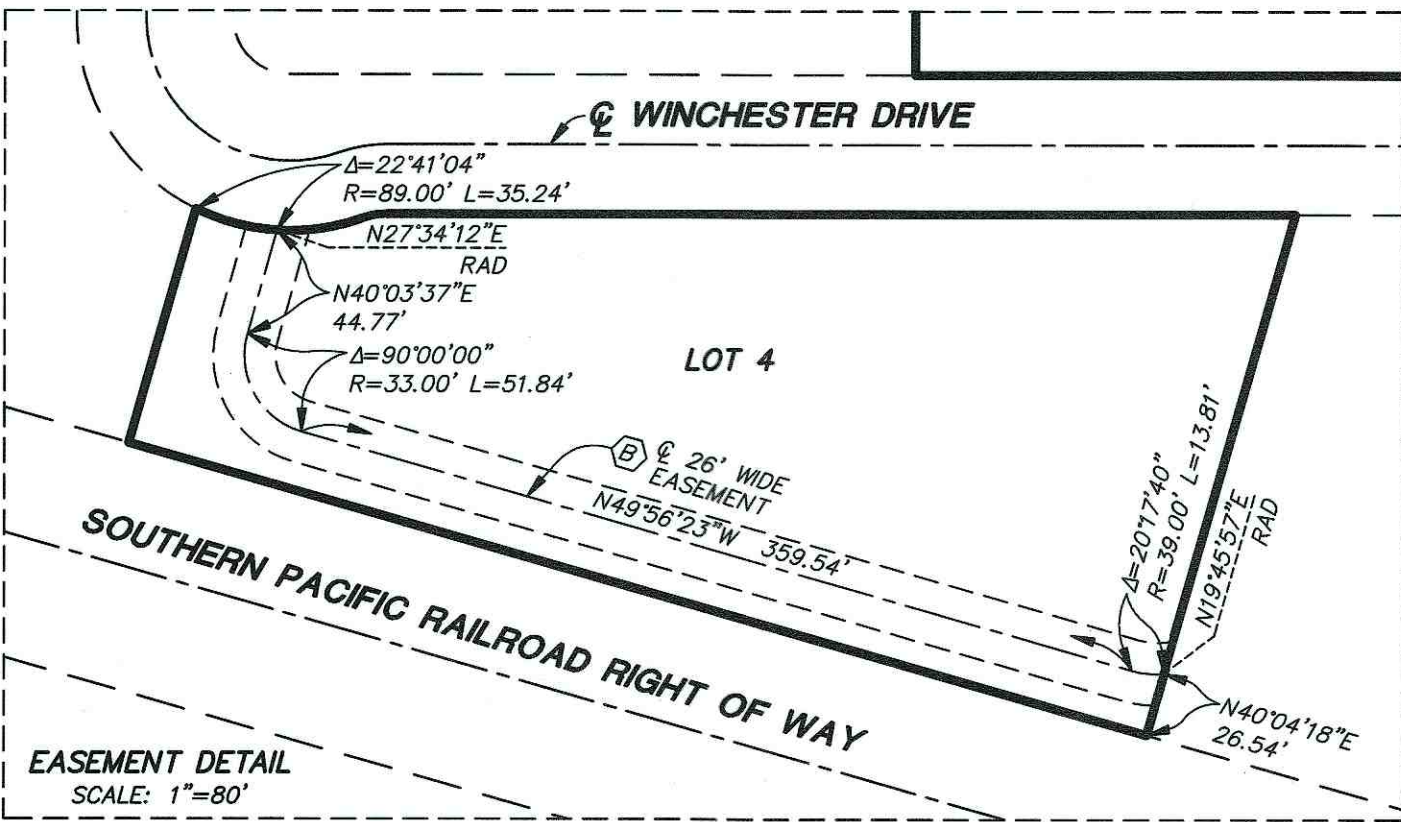
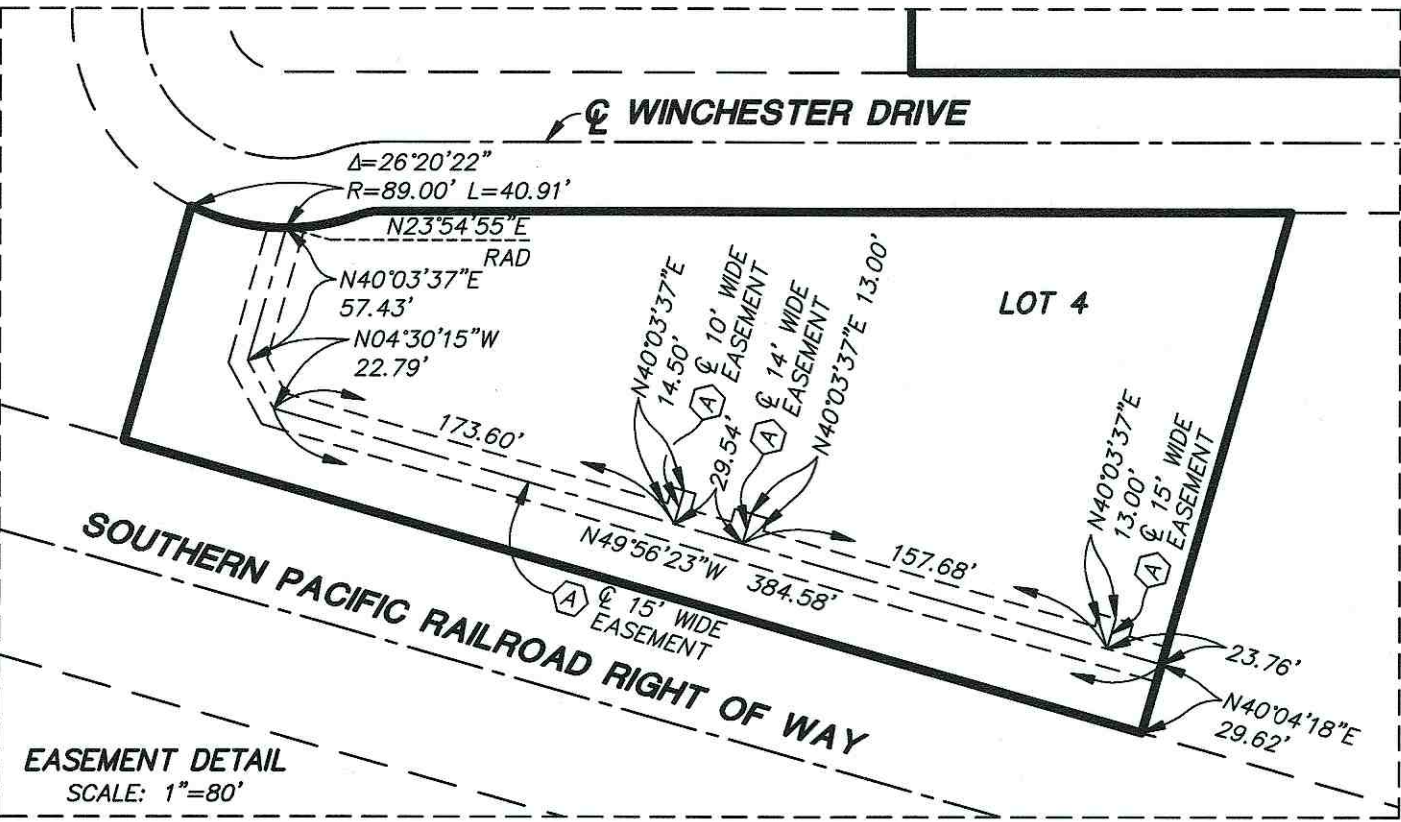
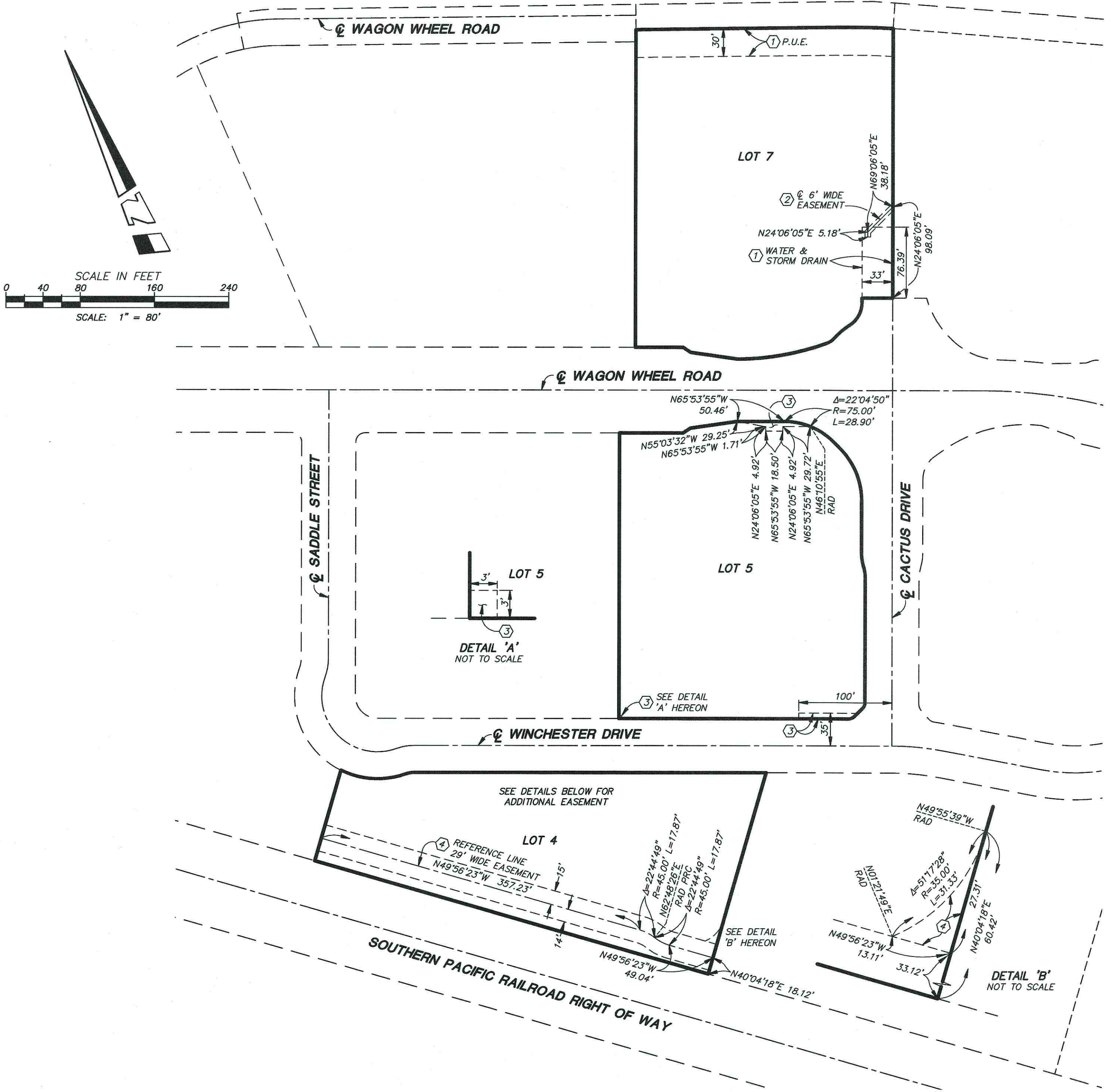
HUITT-ZOLIARS

DAVID W. MACKEY, P.L.S. 8912

FOR CONDOMINIUM PURPOSES

STATE HIGHWAY 101

EASEMENT LOCATIONS
SEE SHEET 2 FOR EASEMENT DESCRIPTIONS



MEMORANDUM



December 15, 2020

To: City Council

From: Jeff Pengilley, Interim Community Development Director

Subject: Notice of Pending Approval – Planning and Zoning Permit No. 20-300-05 (Final Subdivision Map for Tract No. 5968-2 for Condominium Purposes) Associated with Planning and Zoning Permit No. 15-300-06 for Wagon Wheel “Village” Specific Plan. Filed by Corey Harpole, Oxnard CRFL Partners, LLC, 64 Maxwell, Irvine, California 92618.

An application for approval of Final Map 5968-2 for the property located within The Village Specific Plan (South of US 101, North of the Union Pacific Railroad, West of Oxnard Blvd., East of Ventura Rd) was submitted on November 20, 2020. The application has been reviewed for conformance with conditions of approval and the subdivision map act, and on November 20, 2020, the verification of status report was received from the City Engineer.

In accordance with Chapter 15, Division 3, Section 15-55 of the “Subdivision Ordinance” of the Oxnard City Code, the City Council will receive notification at its regularly scheduled meeting on December 15, 2020 that the Interim Community Development Director intends to approve PZ No. 20-300-05, the Final Map for Tract 5968-2 associated with Planning and Zoning Permit 15-300-06 which approved Tentative Subdivision Map 5968 for The Village Specific Plan as described in the subject heading within 10 days following the December 15, 2020 City Council meeting.

On May 3, 2016 the City Council approved PZ 15-300-06 for Tentative Tract Map No. 5968 to create a six lot condominium subdivision for construction of 310 attached condominium residences. The first phase, Final Map Tract 5968-1, was accepted by the City Council on September 12, 2017 and recorded on October 17, 2017. Tract 5968-1 established Lots 8, 9 & 10 for condominium purposes for construction of 197 condominium residences. The Final Map 5968-2 establishes Lots 4, 5 & 7 for condominium purposes for construction of 113 condominium residences.

The Interim Community Development Director’s action may be appealed to the City Council pursuant to the appeal procedures set forth in Section 15-25 of the Oxnard City Code. Questions concerning this pending action may be directed to Heather Davis at (805) 214-8325 or via email at HDavis@rinconconsultants.com.

Verification of Status

For Maps and Improvement Plans

Development Services - Engineering



Final Map for Tract Number 5968-2

Project Location: Condominium Map, Oxnard Village Specific Plan, Lots 4,5, and 7

- ☐ Map requires subdivision improvement agreement.
- ☐ The Development Services Program does not require improvement plans for this development.
- ☐ This Program has reviewed the improvement plans and found them acceptable. Based on our review, we believe these plans comply with the resolution of the Planning Commission and the City Council approving the tentative map for this development.
- ☒ This Program has reviewed the Map and Title Sheet and found them acceptable. Based on our review, we believe the map complies with the resolution of the Planning Commission and the City Council approving the tentative map for this development and also with the Subdivision Map Act of the State of California.
- ☒ The Map has been signed.

DATE: 11/20/20

A blue ink signature of Jeff Pengilley, written in a cursive style.

Jeff Pengilley, Assistant Director/City Engineer
Community Development



CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.9

DATE: December 15, 2020

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Appropriation of \$744,209 of Permanent Local Housing Allocation (PLHA) fund for the purpose of supporting the cost of Agreement A-8194 for Fiscal Year 2020-21 shelter and navigation center operations.

RECOMMENDATION

That the City Council recognize and appropriate the Permanent Local Housing Allocation (PLHA) funds awarded by the California Department of Housing and Community Development (HCD) in the amount of \$744,209 to operate and support the City's Homeless Shelter on K- Street (outlined as Activity 3 - Project 215102).

BACKGROUND

On June 30, 2020, Council approved the Second Amendment to Agreement A-8194 with Mercy House for the provision of shelter and navigation center operations in Fiscal Year 2020-2021, in an amount not-to-exceed \$1,944,209. As set forth in the staff report presented to Council on June 30, 2020, a portion of the cost of the Second Amendment was projected to be paid from the anticipated receipt of Permanent Local Housing Allocation (PLHA) funds which the City had applied for but which had not yet been formally awarded.

Recommendation Number 3 on that report, which was approved by Council, directed staff to return to Council upon receipt of the PLHA funding for acceptance of said funding, and to authorize appropriation of \$744,209 of said funding for the purpose of covering the cost of shelter operations.

On October 21, 2020, the California Department of Housing and Community Development (HCD) notified the City Manager that the HCD had awarded \$1,158,429 of PLHA funds to the City (Attachment No. 1). The City has also been notified by HCD that the funds should be disbursed to the City within the next few weeks. Approval of the recommended action will appropriate \$744,209 of those funds, upon receipt by the City thereof, for the purpose of covering the cost of Agreement A-8194.

STRATEGIC PRIORITIES

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

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

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

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

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

FINANCIAL IMPACT

Approval of the recommended action will recognize and appropriate \$744,209 of Permanent Local Housing Allocation (PLHA) funds awarded by the California Department of Housing and Community Development (HCD) to operate and support the City's Homeless Shelter on K- Street (outlined as Activity 3 - Project 215102). This funding will cover the costs associated with Agreement A-8194.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. PLHA Grant Award Letter dated October 21, 2020
2. BA PLHA Oper. Costs K St. (revised for Activity 3)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov



October 21, 2020

Alexander Nguyen, City Manager
City of Oxnard
300 West Third Street, 4th Floor
Oxnard, CA 93030

Dear Alexander Nguyen:

**RE: Award Announcement – Permanent Local Housing Allocation (PLHA) Program
Notice of Funding Availability Fiscal Year 2019/2020
City of Oxnard
Contract No. 20-PLHA-15178**

The California Department of Housing and Community Development (Department) is pleased to announce that the City of Oxnard has been awarded a Permanent Local Housing Allocation (PLHA) program award in the amount of \$1,158,429. This letter constitutes notice of the designation of PLHA program funds for use in Ventura County.

The City of Oxnard will be required to enter into a state Standard Agreement that will set forth conditions for funding and milestones that are required to be met.

Except for predevelopment expenses for construction projects funded by PLHA and the costs to develop and prepare the PLHA application, no costs incurred more than one year prior to commitment by the Local government may be paid from PLHA funds. Reimbursement of expenses to prepare the PLHA application is subject to the cap on administrative fees.

Congratulations on your successful application. For further information, please contact Douglas Truong, PLHA Program Manager, Program Design and Implementation Branch, (916) 263-5022 or Douglas.Truong@hcd.ca.gov.

Sincerely,

Jennifer Seeger
Deputy Director

REQUEST FOR BUDGET APPROPRIATION

Department: Housing Department
Project/Program
Manager: Elsa Brown

Date: December 2, 2020
Phone: (805) 385-7404

Reason for Appropriation:

To recongize PHLA activities 3 grant award, to fund Mercy House Professional Services contract to operate the City's Homeless Shelter on K- Street.

Accounts and Descriptions**AMOUNT**

Fund: Permanent Local Housing Allocation (PHLA) Program (Fund 190)

Revenues/Transfers In**PLHA NAV. OPERATING COST- K Street Project #215102**

190-5192-532-7231	Grant Revenues	<u>744,209</u>
	Sub-total Revenues	<u>744,209</u>

Expenditures/Transfers Out**PLHA NAV. OPERATING COST- K Street Project #215102**

190-5192-532-8209	Contracts and Services	<u>744,209</u>
	Sub-total Expenditures	<u>744,209</u>

Net Change to Fund Balance**0****Net Appropriation Change****744,209****Approvals**

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.10**

DATE: December 15, 2020

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Conditional Approval of HOME Program Funding for Cabrillo Economic Development Corporation for the Etting Road Affordable Housing Development.

RECOMMENDATION

That the City Council adopt a resolution granting conditional approval to the Oxnard Housing Department to provide gap financing to Cabrillo Economic Development Corporation in the amount of \$1,000,000 using federal HOME Investments Partnership Program funds for construction of a multi-family affordable housing development project, known as the Etting Road Apartments, consisting of forty-one affordable rental units and one manager's unit.

BACKGROUND

EXECUTIVE SUMMARY

On June 16, 2020 City Council adopted an identical resolution (with the exception of the term date) in support of an application for affordable housing funding that Cabrillo Economic Development Corporation. The approval supported a financial gap of \$1,000,000 for the development of forty-one extremely low and very low-income rental units and one unrestricted manager's apartment on an approximately 1.97-acre site located at 2161 Etting Road in Oxnard, more commonly known as the Etting Road Apartments. The funding application was submitted in July of 2020. It is set to expire on December 31, 2020. Unfortunately, Cabrillo's application in July was not successful. The attached resolution, which is what Council adopted on June 16, 2020 with the exception of new term date (December 31, 2022), is necessary to support Cabrillo's future funding applications.

DISCUSSION

The City of Oxnard receives an annual allocation of HOME funds from the United States Department of Housing and Urban Development for the production of affordable housing. Currently, the City's HOME fund (Fund 295) has a balance of \$2,254,773. The City will receive approximately \$750,000 in future fiscal years.

The Oxnard Housing Department received a funding application from Cabrillo Economic Development Corporation requesting HOME funds to supported a financial gap of \$1,000,000 for the development of forty-one extremely low and very low-income rental units and one unrestricted manager's apartment on an approximately 1.97-acre site located at 2161 Etting Road in Oxnard, more commonly known as the Etting Road Apartments.

Cabrillo Economic Development Corporation is a non-profit housing organization that works to provide affordable housing to low-income households for sale or for rent. For the past forty years Cabrillo Economic Development Corporation has been one of the leading nonprofit housing developers in Ventura County. Cabrillo Economic Development Corporation's service area is Ventura and Santa Barbara Counties. Cabrillo Economic Development Corporation currently manages twenty-three owned properties in Ventura County totaling 1,129 apartments, including

two senior housing communities in the City of Santa Paula and Simi Valley, and three special needs housing developments in Oxnard. Cabrillo Economic Development Corporation will be the developer, and once the project is operational, will also act as the property manager for the Etting Road Apartments.

The Etting Road Apartments received approval for its Design Development Review Permit on June 27, 2018 and received approval of a Density Bonus Permit on August 2, 2018. The project is located on an All Affordable Housing Opportunity Program designated site, allowing for a density of up to 48 units per acre.

The proposed Etting Road Apartments development will be arranged as one complex separated into four building quadrants of two and three stories in height. There will be 2 two-story buildings and 2 three-story buildings and all the units are designed as stacked flats. One of the four buildings will contain housing units and a community center. The development will be comprised of 2 one-bedroom units, 21 two-bedroom units, 18 three-bedroom units, and 1 two-bedroom manager's unit. The units will range from 735 to 1,083 square feet. Each unit will have a patio and storage area. On-site amenities will include a 2,000 square foot community room that will include a computer room, property management office, resident services office and kitchenette. The project will be developed with a community garden space, a play area and tot lot, two detached trash enclosures and two carports.

The Oxnard Housing Department presented a resolution identical to the action proposed herein in support of an application for funding that Cabrillo Economic Development Corporation submitted in July of 2020, which is set to expire on December 31, 2020. Unfortunately, Cabrillo's application in July was not successful. We present the attached resolution in identical form with a term to December 31, 2022 in support of their future funding applications.

The proposed action will provide conditional approval of \$1,000,000 in HOME funds to Cabrillo Economic Development Corporation for the development of a multi-family affordable housing development consisting of forty-one affordable rental units and one manager's unit targeting farmworker families earning 30%, 45%, and 50% of area median income.

Cabrillo Economic Development Corporation will be submitting a 9% tax credit funding application to the California Tax Credit Allocation Committee. If approved by Council, Cabrillo Economic Development Corporation will include Council's authorizing resolution as part of their tax credit application to show conditional commitment of City HOME funds. HOME funding regulations require that all other financing for a proposed development is secured prior to final commitment of HOME funds. Therefore, Cabrillo Economic Development Corporation is only eligible to receive conditional approval for HOME funding at this time. Final commitment of HOME program funding is subject to the following conditions:

1. Securing all other necessary financing for development of the project, including tax credit equity financing;
2. Completing all conditions necessary to ensure compliance with HOME and City underwriting requirements and for the City to prepare Loan Documents; and
3. City Council approval of final loan documents.

If approved for HOME funding the HOME Loan Documents will provide the following terms for the City Loan:

1. Simple interest rate at 3%;
2. Loan and Regulatory agreement terms of fifty-five years after the closing on the permanent financing for the Project; and
3. The City loan will not be a forgivable loan and repayment will be on a residual receipts basis.

The approvals and commitments proposed under the attached resolution and the commitment of HOME funds hereunder shall terminate automatically without further action of the City Council on the December 31, 2022 if Project has not been

awarded Tax Credits and commenced construction by that time.

The development will have a minimum of eleven HOME restricted units in total and all eleven will carry a twenty-year restriction. The project is located on an All Affordable Housing Opportunity (AAHOP) site and was granted a Density Bonus which both carry an additional thirty-five years of restrictions on 41 of the units (excludes the manager's unit) for a concurrent total of fifty-five years, per Resolutions Nos. PZ 15-200-01 and 2018-18. The restrictions are in place to ensure that the units remain affordable and are provided to eligible income qualified residents. The eleven HOME-assisted units will require financial reporting and analysis annually to comply with HUD regulations. Federal Davis Bacon wage requirements apply to projects with 12 or more HOME funded units, since this project will have 11 Davis Bacon wage requirements will not be imposed. Monitoring fees for the twenty years of the HOME program are included in the Developer's budget. The total cost of project is estimated to be \$26,805,734.

STRATEGIC PRIORITIES

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

Goal 2. Address homelessness through the development and implementation of a multitiered strategy.

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

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

FINANCIAL IMPACT

There is no financial impact for adoption of this recommendation at this time. However, if a final commitment of HOME funds is approved by the City Council at a later date, \$1,000,000 in City HOME funds will need to be appropriate and made available to the developer from the HOME Fund 295. If \$1,000,000 in HOME funds is awarded to this project, the HOME fund 295 will have a remaining balance \$1,254,773. Staff will return to Council to appropriate the funding upon approval of final commitment.

COMMITTEE OUTCOME

This item did not originate in Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. CABRILLO RESOLUTION

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 AGREEING TO LOAN HOME FUNDS FOR THE PERMANENT FINANCING OF
 AN AFFORDABLE HOUSING PROJECT TO BE LOCATED AT 2161 ETTING
 ROAD, OXNARD, CA AND DEVELOPED BY CABRILLO ECONOMIC
 DEVELOPMENT CORPORATION, A NONPROFIT PUBLIC BENEFIT
 CORPORATION OR ITS AFFILIATE**

WHEREAS, the California Tax Credit Allocation Committee ("TCAC") administers the federal and state Low-Income Housing Tax Credits ("Tax Credits") allocation application process, a competitive allocation application process for Tax Credits to providers of housing units for Low-Income households; and

WHEREAS, in connection with applications for an allocation of Tax Credits, TCAC seeks affirmation from local agencies that proposed projects will receive additional financial assistance and that they meet specific housing objectives; and

WHEREAS, Cabrillo Economic Development Corporation, a nonprofit public benefit corporation ("CEDC"), (as the Project sponsor) has requested the City of Oxnard (the "City") to commit funds in the amount of One Million Dollars (\$1,000,000) (the "City Loan") to develop approximately 42-units of affordable lower income rental units (the "Project") at 2161 Etting Road in the City which will provide increased affordable housing opportunities in the City; and

WHEREAS, the City is responsible for administering the use of certain funds made available to the City by the United States Department of Housing and Urban Development ("HUD") under the HOME Investment Partnerships Program (the "HOME Program") in accordance with the regulations issued by HUD and set forth in 24 Code of Federal Regulations ("CFR") Part 92 (the "HOME Regulations"); and

WHEREAS, the City has received HOME Program funds for the purposes of strengthening public-private partnerships to provide decent, safe, sanitary, and affordable housing, with primary attention to rental housing for low, very low, and extremely low-income households in the City; and

WHEREAS, the sole source of the funding for the City Loan shall be HOME Program funds; and

WHEREAS, CEDC is seeking additional financial assistance from other funding sources, and will leverage the public assistance with other public and other private financing which is expected to include approximately Seventeen Million Six Hundred Thousand Dollars (\$17,600,000) in Tax Credit equity; and

WHEREAS, applications may be submitted to TCAC for allocations of competitive 9% Tax Credits twice a year; and

WHEREAS, subject to the conditions of this Resolution, the City will participate in the funding for this Project with the City Loan which will be part of the permanent financing for

the Project and expects to negotiate a Loan Agreement and all ancillary documents (the "Loan Documents") which would document Project compliance with the HOME Program requirements and consistency with the housing needs identified in the City of Oxnard's Consolidated Plan; and

WHEREAS, the Loan Documents will provide the following terms for the City Loan (the "City Loan Terms"): (a) 3% simple interest; (b) loan and regulatory agreement terms of fifty-five years after the closing on the permanent financing for the Project; and (c) repayment of the City Loan will be on a residual receipts basis to be paid after all operating expenses, reserves, debt service with mandatory payments, investor management fee, deferred developer fee, and partnership management fee, with 50% of the residual receipts split prorata among all soft lenders based on the original principal amount of each soft lender loan (City's portion of soft lender residual receipts is currently estimated to be 8.26%); and

WHEREAS, after holding a duly noticed public hearing, the Planning Commission of the City of Oxnard on August 2, 2018 by Resolution No. 2018-18, determined, in accordance with the California Environmental Quality Act ("CEQA"), that (a) the proposed Project will not have a significant impact on the environment and is categorically exempt from CEQA pursuant to CEQA Guideline Section 15332 (In-Fill Development), Class 32 of the State CEQA Guidelines; and (b) the proposed Project meets the requirements of a Class 32 categorical exemption because it: (i) is consistent with the City of Oxnard 2030 General Plan designation and all applicable General Plan policies; (ii) occurs within the City limits on a site of no more than five acres; (iii) is located on a site with no value as habitat for endangered, rare or threatened species; (iv) would not result in any significant effects relating to traffic, noise, air quality, or water quality; and (v) would be adequately served by all required utilities and public services; and

WHEREAS, in accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the City has completed and approved all applicable environmental review for the Project activities proposed to be taken and issued a Finding of No Significant Impact.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OXNARD:

SECTION 1. The above Recitals are hereby incorporated into the operative provisions of this Resolution.

SECTION 2. Provided that CEDC secures the other necessary financing for the Project including the Tax Credit Equity, and completes all conditions necessary to ensure compliance with HOME and City underwriting requirements and for the City to prepare Loan Documents reflecting City Loan Terms that are approved in the future between CEDC, or an affiliated special purpose entity created to syndicate the tax credits, and the City, the City commits to provide One Million Dollars (\$1,000,000) in HOME funds as a permanent loan for the Project.

SECTION 3. The City Manager is authorized to prepare, issue and execute a commitment letter for the City Loan in a form consistent with this Resolution.

SECTION 4. The City Manager is authorized to execute any other form of document required

by any lender, investor, regulator or other third party involved in the transaction, so long as the City Manager determines that the substance of such resolution does not materially conflict with the substance and intent of this Resolution.

SECTION 5. The City Manager is authorized to negotiate, prepare and execute the Loan Documents consistent with the intent of this Resolution in a form acceptable to the City Manager and the City Attorney, and any subordination or intercreditor agreements requirement by other lenders to the Project.

SECTION 6. The approvals and commitments made under this Resolution and the commitment of HOME funds hereunder shall terminate automatically without further action of the City Council on the December 31, 2022 if Project has not been awarded Tax Credits and commenced construction by that time.

SECTION 7. The City Clerk shall certify the adoption of this Resolution.

APPROVED AND ADOPTED by the City Council of the City of Oxnard on this _____ day of _____, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

Stephen Fischer, City Attorney



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.11**

DATE: December 15, 2020

TO: City Council

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: Federal and State Asset Forfeiture Funds.

RECOMMENDATION

That City Council approve a special budget appropriation in the amount of \$115,000 for the use of Federal (\$91,000) and State (\$24,000) asset forfeiture funds allocated to the City of Oxnard's Police Department. (Public Safety Committee approved 3-0)

BACKGROUND

Asset forfeiture is a tool used by law enforcement agencies against criminals and criminal organizations to deprive them of ill-gotten gains through the seizure of related assets. Asset forfeiture is used to disrupt, dismantle, and deter those who prey on the vulnerable for financial gain, including criminal organizations, drug dealers, and white-collar criminals. Forfeited funds are then used to help protect and serve our communities and support law enforcement.

The Oxnard Police Department participated in the Ventura County Combined Agency Team ("VCCAT") during FY 19-20. VCCAT is a multi-agency task narcotics investigations task force that focuses on higher-level narcotics traffickers. Asset forfeiture fund ("AFF") allotments for Oxnard were primarily generated through this partnership and seizures of cash that was involved in illicit narcotics activity.

The AFF appropriation will be used for training opportunities that are not reimbursed by California P.O.S.T. (Peace Officers Standards & Training), and various equipment purchases not covered via General Fund expenditures. With this special budget appropriation, the Police Department intends to fund the following training and equipment:

- Safety equipment
- Tactical equipment and training
- Security cameras
- Computer hardware and software:
 - Chromebooks
 - Ipads
 - Word processing
- Peer support training
- Arrest and control instructor training
- Unmanned Aerial System equipment and training
- Tyler Technologies 2021 Conference

These funds must be used by law enforcement agencies for law enforcement purposes only and cannot replace or

supplant existing resources.

STRATEGIC PRIORITIES

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

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

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

Of the \$115,000 appropriation requested, \$91,000 will be appropriated to Asset Seizure-Vxnet Fed Fund 230 (Project #662158) for equipment and training, and \$24,000 will be appropriated to Asset Seizure-State Fund 191 (Project #662158) for equipment and training. The undesignated, unreserved fund balance for Fund 230 is approximately \$92,637. The undesignated, unreserved fund balance for Fund 191 is approximately \$47,588. Approval of this recommendation will have no impact on the General Fund.

COMMITTEE OUTCOME

The Public Safety Committee voted 3-0 on November 24, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Delia Campbell, Police Finance Manager

ATTACHMENTS

1. BA - FY20-21 Federal & State AFF

REQUEST FOR BUDGET APPROPRIATION

Department: Police Department
 Project/Program
 Manager: Delia Campbell

Date: November 4, 2020
 Phone: 805-385-7612

Reason for Appropriation:

To recognize Federal and State Asset Seizure revenues and appropriate the funds for the FY20-21 operations. ↗

Accounts and Descriptions**AMOUNT**

Fund: 191 - ASSET SEIZURE - STATE

Expenditures/Transfers Out

ASSET SEIZURE - STATE (#662158)

191-2103-802-8343 ↗ TRAINING 24,000 ↗

Sub-total Expenditures 24,000

Net Change to Fund Balance (24,000)

Net Appropriation Change 24,000

Fund: 230 - ASSET SEIZURE - FEDERAL

Expenditures/Transfers Out

ASSET SEIZURE - FEDERAL (#662158)

230-2103-802-8134 ↗ MINOR EQUIPMENT 91,000 ↗

Sub-total Expenditures 91,000

Net Change to Fund Balance (91,000)

Net Appropriation Change 91,000

Approvals

Department Director

Jason T. Benf

Chief Financial Officer

City Manager



**CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.12**

DATE: December 15, 2020

TO: City Council

FROM: Scott Whitney, Police Chief, (805) 385-7624, scott.whitney@oxnardpd.org

SUBJECT: Supplemental Law Enforcement Services Fund (SLESF).

RECOMMENDATION

That the City Council:

1. Recognize \$313,465 in grant revenue from the State Supplemental Law Enforcement Services Fund (SLESF) for Citizens Option for Public Safety (COPS) Program;
2. Approve a budget appropriation in the amount of \$313,465 to support the Police Department's body worn camera deployment; and
3. Authorize the Chief Financial Officer or designee to approve additional budget appropriations if awarded. (Public Safety Committee approved 3-0)

BACKGROUND

The County of Ventura will receive an estimated allocation of \$1,608,151 from the State Department of Finance for front line law enforcement funds as part of the Supplemental Law Enforcement Services Funds (SLESF). The State of California allocates funds to cities and counties based on population. The City of Oxnard's estimated portion is \$313,465. The SLESF funds result from a 0.15% Vehicle License Fee (VLF) and are meant to supplement existing services, and may not be used to supplant any existing funding for law enforcement services.

These funds will be used for the annual subscription costs related to the Department's body-worn camera (BWC) program.

STRATEGIC PRIORITIES

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

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

FINANCIAL IMPACT

The attached budget appropriation reflects the allocation of the \$313,465 FY20-21 SLESF COPS Program (Project 662169). No matching funds are required.

COMMITTEE OUTCOME

The Public Safety Committee approved 3-0 on November 24, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Delia Campbell, Police Finance Manager

ATTACHMENTS

1. BA \$ 313,465 FY20-21 COPS SLESF

REQUEST FOR BUDGET APPROPRIATION

Department: Police Department
 Project/Program
 Manager: Delia Campbell

Date: November 4, 2020Phone: 805-385-7612**Reason for Appropriation:**

To recognize State grant revenue and appropriate funds from the Supplemental Law Enforcement Services Fund FY20-21, which is subgranted through the County of Ventura.

Accounts and Descriptions**AMOUNT**Fund: **195 - STATE COPS GRANT****Revenues/Transfers In****COPS Prog (SLESF FY20-21) (Project #662169)**

195-2030-532-7231 STATE GRANT REVENUES

313,465

Sub-total Revenues

313,465**Expenditures/Transfers Out****COPS Prog (SLESF FY20-21) (Project #662169)**

195-2030-802-8209 SRVCS-OTHER PROF/CONTRACT

313,465

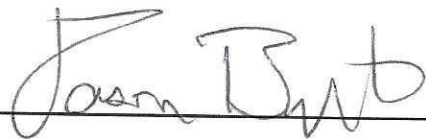
Sub-total Expenditures

313,465**Net Change to Fund Balance**0**Net Appropriation Change**313,465**Approvals**

Department Director

Chief Financial Officer

City Manager





CITY COUNCIL AGENDA REPORT
INFORMATION/CONSENT AGENDA
AGENDA ITEM NO. K.13

DATE: December 15, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Agreement for Landscape Maintenance Services for Westport Community Facilities District (CFD) 2.

RECOMMENDATION

That the City Council:

1. Approve and authorize the Mayor to execute Agreement A-8244 with Garcia's Landscape Maintenance Inc. in the amount of \$686,592 for a three-year term ending December 31, 2023 for landscape maintenance services for Westport CFD 2; and
2. Authorize the City Manager to approve a budget appropriation in the amount of \$21,788 from available fund balance in the Westport CFD 2 Fund 175.

(Public Works and Transportation Committee approved 2-0)

BACKGROUND

On October 3, 2000, the City Council of the City of Oxnard (City) adopted Resolution No. 11,825, creating Westport CFD 2 to fund on-going landscape maintenance, facility improvements, and incidental costs associated with City property throughout the CFD. On October 24, 2000, the City adopted Ordinance No. 2542, which was amended by Ordinance No. 2592, adopted on February 5, 2002, to levy a special tax on property owners sufficient to pay the costs of the services and incidental expenses relating to the maintenance of Westport CFD 2. These services, including landscaping improvements, add value and enhance the aesthetic qualities of the district.

DISCUSSION

The City's Purchasing Division released a request for bids for landscape maintenance in Westport CFD 2 on Wednesday, September 23, 2020. Bids were returned on October 13, 2020, by Garcia's Landscaping Maintenance, Inc. (Garcia's) and The Groundskeeper, Inc., with Garcia's determined to be the lowest, responsive bidder. The bid award was calculated on the total cost for Service Levels A and B:

Westport CFD 2	Garcia's	The Groundskeeper, Inc.
Service Level A	\$14,740	\$17,690
Service Level B	\$10,300	\$12,970
TOTAL	\$25,040	\$30,660

The general scope of services for this contract will include landscape maintenance. Additional services such as as-needed

restroom maintenance and crew rental for replanting projects throughout Westport CFD 2 were not calculated in the bid award.

As an inclusion of the contract, Garcia's staff will be on property five days a week. The Westport CFD 2 will receive Service Level A, which represents services generally occurring weekly, see Attachment 5.

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

The total cost for the three (3) year agreement with Garcia's is \$686,592. The spending plan for FY 2020-21 is \$119,820 with an available budget of \$98,032 in account 175-1606-805-8209. Westport CFD 2 will require a budget appropriation from available fund balance in the amount of \$21,788 for the remainder of FY 2020-21. Respective funding will be requested in future fiscal years.

There is no impact to the General Fund.

Services	FY 2021 (6 mo.)	FY 2022	FY 2023	FY 2024 (6 mo.)	Total
Landscape Maintenance	\$88,440	\$178,650	\$182,226	\$92,016	\$541,332
Restroom Maintenance	\$16,380	\$33,090	\$33,750	\$17,040	\$100,260
Crew Rental for Replanting Projects	\$15,000	\$15,000	\$15,000	\$0	\$45,000
Total	\$119,820	\$226,740	\$230,976	\$109,056	\$686,592

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 on November 24, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Jeri Cooper, Special Districts Project Manager

ATTACHMENTS

1. A-8244 Trade Services Agreement - Garcia's Westport 2021-2023
2. Budget Appropriation - A-8244
3. Special Districts Map and Legend
4. District Service Levels

**AGREEMENT FOR TRADE SERVICES
COVER PAGE**

- (1) Agreement Start Date: January 1, 2021
- (2) Vendor: Garcia's Landscaping Maintenance, Inc.
- (3) Services: Landscape and Maintenance Services in Westport Community Facilities Districts (CFD) 2
- (4) Schedule of Services: See Schedule of Services Exhibit, which is attached hereto and incorporated herein, by this reference.
- (5) Agreement Ending Date: December 31, 2023
- (6) Total Agreement Amount: \$686,592
- (7) City's Project Manager: Jeri Cooper, Special Districts Project Manager
- (8) Vendor's Project Manager: Tenley Garcia
- (9) Insurance Coverage: INS-D
- (10) What wages are required for this Project?

☐ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.

☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.

☒ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.

☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

- (11) Addresses for Notice:

FOR VENDOR:

Garcia's Landscaping Maintenance Inc.
2101 Hughes Drive
Oxnard, CA 93033
Attn: Tenley Garcia, Secretary

FOR CITY:

Public Works – Special Districts Division
300 W. Third Street
Oxnard, CA 93030
Attn: Jeri Cooper, Project Manager

- (12) Contact Emails:

VENDOR'S PROJECT MANAGER:

Tenley Garcia, Secretary

Garciasbiz@gmail.com

CITY'S PROJECT MANAGER:

Jeri Cooper, Project Manager

Jeri.Cooper@Oxnard.org

The Agreement for Trade Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

☒ Scope of Services Exhibit

☒ Rates and Costs Exhibit

☒ Schedule of Services Exhibit

☒ Living Wage Policy Exhibit

☒ Prevailing Wages Exhibit

☒ Insurance Exhibit (INS-)

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AGREEMENT FOR TRADE SERVICES

THIS AGREEMENT FOR TRADE SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Vendor" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Vendor shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Vendor shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.
2. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.
3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.
4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.
5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.
6. Acceptance of Payment. Vendor's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Vendor for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor and its employees, agents and subcontractors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.
8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

10. Personnel. Vendor represents that it has or shall secure at its own expense all personnel required to perform the Services. Vendor shall make reasonable efforts to maintain the continuity of Vendor's staff who are assigned to perform the Services. Vendor may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Vendor's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Vendor's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Vendor shall perform such work, and City shall pay for such additional work, in accordance with the Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Vendor shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Vendor for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Vendor did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor 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 Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor 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.

14. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 15 calendar days from the date of the notice. Vendor may terminate this Agreement at any time, with or without cause and without penalty, upon 30 calendar days' prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 30 calendar days from the date of notice and only if all assignments accepted by Vendor have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Vendor, City shall pay Vendor compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Vendor receive an amount exceeding that which would have been paid to Vendor for

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

a. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor 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 of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. 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 Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

b. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

16. Insurance. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages. Such insurance must be issued by a company satisfactory to the Risk Manager. Vendor shall, before performance of any Services pursuant to this Agreement, file with the Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide renewal evidence may be considered a material breach of this Agreement.

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Vendor shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Vendor prepares Documents and Materials on a computer, Vendor shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Vendor may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of uncompleted Documents and Materials, without the written consent of Vendor, shall be at City's sole risk and without liability or legal exposure to Vendor.

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Vendor shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Vendor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Vendor, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 17 shall survive the termination of this Agreement.

18. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Vendor or is developed by Vendor in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Vendor without the written consent of the City, except as may be necessary for Vendor to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Vendor at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Vendor, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Vendor and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Vendor shall immediately provide City with written notice

and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Vendor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Vendor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Vendor in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor 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 Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, 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. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor 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. Vendor agrees to pay all required taxes on amounts paid to Vendor 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. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a “public work.” The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (“DIR”) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR’s determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

21. Nondiscriminatory Employment. Vendor shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Vendor understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Vendor shall be responsible for such subcontractor’s compliance with this Section.

22. Vendor’s Representations. Vendor represents, covenants and guarantees that: a) Vendor 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 Vendor’s full performance under this Agreement; c) to the extent required by the standard of practice, Vendor has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City’s conflict of interest code, Vendor shall be subject to City’s

conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

25. Fictitious Name. If Vendor has a fictitious name, Vendor shall submit to City a new Fictitious Business Name Statement approved by any California county before Vendor's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

26. Non-Assignability. Vendor 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, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

28. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Vendor.

29. Applicable Law; 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.

30. 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.

31. Force Majeure. Neither City nor Vendor shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

32. Authority. Any person executing this Agreement on behalf of Vendor warrants and represents that s/he has the authority to execute this Agreement on behalf of Vendor and to bind it to the performance of these obligations.

33. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

35. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Vendor 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, that expressly refers to this Agreement.

36. 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 construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

37. 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 Vendor 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 Vendor, 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.

38. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

39. 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 addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. 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 to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page 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.

41. 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.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD**GARCIA’S LANDSCAPING MAINTENANCE, INC.**

☒ Tim Flynn, Mayor¹ _____ Date
☐ Alexander Nguyen, City Manager
☐ Daniel Wilhitte, Purchasing Manager
☐ Patricia Garcia, Buyer

Pablo Garcia, President _____ Date

Tenley Garcia, Secretary _____ Date

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) _____ Date

¹ The City Council must authorize and the Mayor must sign any agreement over \$200,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$200,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

SCOPE OF SERVICES EXHIBIT

Scope of Service includes General and Special Provisions as detailed in the following pages.

CITY INFORMATION**17. GENERAL INFORMATION**

The City of Oxnard, incorporated as a general law city in 1903, is located about sixty miles west of the Los Angeles Civic Center and about ten miles southeast of the City of Ventura. It is situated near the mouth of the Santa Clara River on a gently sloping alluvial fan commonly known as the Oxnard Plain. Elevations in the City range from mean sea level to about 100 feet above mean sea level. Today, the City of Oxnard has a population of slightly more than 200,000 residents and its corporate limits cover an area of about 32 square miles.

18. TERM

The period of performance anticipated for this solicitation and shall be for **Three (3)** years, from (**January 1, 2020 thru December 31, 2023**) or effective upon signature of an Agreement by both parties, unless terminated earlier. This annual renewal shall be based on mutually acceptable services, cost adjustments, and the City requirements and there is no obligation by the City to purchase any specified amount of goods or services.

19. SERVICE DESCRIPTION**GENERAL PROVISIONS****SECTION 0. GREENBOOK*****0-1 INCORPORATION.***

The 2015 edition of, and the 2016 Supplement to, the Standard Specifications for Public Works Construction (collectively the "Greenbook" or "SSPWC") other than Parts 2 through 7, are incorporated herein by this reference with the exception of those Sections listed within these General Provisions as not incorporated. Unless otherwise stated herein, the language of these General Provisions shall supplement the language in the Greenbook.

ANSI A300 Pruning Standard – American National Standard for Tree Care Operations – Tree, Shrub, and Other Woody Plant Management – Standard Practices (Pruning) ("ANSI A300 Pruning Standard") is incorporated herein by this reference.

0-2 NUMBERING OF GENERAL PROVISIONS.

The numbering in these General Provisions is compatible with the numbering in the Greenbook. Additional standard provisions are in Section 10.

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SECTION 1. TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-1 GENERAL [see Greenbook].

1-2 TERMS AND DEFINITIONS.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are in addition to the terms already listed in the Greenbook.

Calendar Days – See “Days” in Greenbook.

Community Facilities District (CFD) – a type of assessment district.

Contract Term – The time period of the Contract, as listed in Section 10-16 of these General Specifications.

Contract Unit – A single unit of an item of Work.

County – The County of Ventura, California.

Landscape Maintenance District (LMD) – a type of assessment district.

Project – See “Work” in Greenbook.

Project Manager – the Project Manager assigned by the City to a particular LMD, CFD or Waterways.

Submittal – Any drawing, calculation, specification, data, samples, manuals, requests for substitutes, spare parts, photographs, survey data, traffic control plans, record drawings or similar items required to be submitted to the City under the terms of the Contract.

Waterways – a type of assessment district.

Whenever in the Greenbook or in the Contract Documents the following terms are used, they shall be understood to mean the following. These terms are already listed in the Greenbook, and the definitions below amend the definitions in the Greenbook.

Agency – The City of Oxnard.

Board – The City Council of the City of Oxnard.

Change Order – There shall be no classic “change orders” in this Project in the way that this term is used on public works projects. Any reference to change orders shall actually refer to supplemental agreements, if there are any.

Contract Documents – As defined in Greenbook Section 1-2, but also including the General Provisions, insurance documentation and Contractor’s City business license.

Working Day – Any day within the Contract Term that Contractor may work, while conforming to all

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applicable City ordinances.

1-3 ABBREVIATIONS.

1-3.1 General [see Greenbook].

1-3.2 Common Usage [see Greenbook].

1-3.3 Institutions.

The institutions listed in Greenbook Section 1-3.3 shall be supplemented by the list below:

<u>Abbreviation</u>	<u>Word or Words</u>
AAN	American Association of Nurserymen
ACI	American Concrete Institute
AGCA	Associated General Contractors of America
AGCC	Associated General Contractors of California
APWA.....	American Public Works Association
CRSI.....	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
IEEE.....	Institute of Electric & Electronic Engineers
NEC	National Electric Code
NFPA	National Fire Protection Association
SSS.....	State of California Standard Specifications, latest edition, Department of Transportation
SSP	State of California Standard Plans, latest edition, Department of Transportation

1-4 UNITS OF MEASURE [see Greenbook].

1-4.1 General [see Greenbook].

1-4.2 Units of Measure and Their Abbreviations [see Greenbook].

1-5 SYMBOLS [see Greenbook].

SECTION 2. SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT [see Greenbook].

2-2 ASSIGNMENT.

Greenbook Section 2-2 is not incorporated and is replaced with the following:

“No Contract or portion thereof or Notice to Proceed or portion thereof may be assigned without consent of the City Council, except that the Contractor may assign money due or which will accrue to it under the Contract. If given written notice, such assignment will be recognized by the City Council to the extent permitted by law. Any assignment of money shall be subject to all proper withholdings in favor of the City and to all deductions provided for in the Contract. All money withheld, whether assigned or not,

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shall be subject to being used by the City for completion of the Work, should the Contractor be in default.

Any purported assignment without written consent of the City shall be null, void, and of no effect, and the Contractor shall hold harmless, defend and indemnify the 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.

If the City opts to consent to assignment, the City's consent shall be contingent upon: (1) the assignee supplying all of the required insurance in the amounts required in the Contract Documents; (2) a copy of the assignee's City business license; and (3) the license number(s) of the license(s) issued by the California Contractors State License Board, which license(s) is/are required for this Work. Until the assignee supplies all required documentation, an assignment otherwise consented to in writing by the City shall not be effective. Even if the City consents to assignment, no assignment shall relieve the Contractor of liability under the Contract."

2-3 SUBCONTRACTORS [see Greenbook].

2-3.1 General.

Greenbook Section 2-3.1 is not incorporated.

2-3.2 Self Performance

The first sentence of Greenbook Section 2-3.2 shall be completely replaced with the following:

"The Contractor shall perform, with its own organization, Contract Work amounting to one hundred percent (100%) of the Contract Price. No subcontractors may be used in this Work."

2-3.3 Status of Subcontractors.

Greenbook Section 2-3.3 is not incorporated.

2-4 CONTRACT BONDS.

Greenbook Section 2-4 is not incorporated and is replaced with the following:

"No Bonds are required."

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General [see Greenbook].

2-5.2 Precedence of the Contract Documents.

Greenbook Section 2-5.2 is not incorporated and is replaced with the following:

"The order of precedence of the documents shall be as follows (with number 1 governing over number 2, etc.):

1. Permits issued by regulatory agencies with jurisdiction.

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2. Supplemental Agreements.
3. Contract.
4. Addenda.
5. Notice Inviting Bids.
6. Instructions to Bidders.
7. Bid/ Proposal.
8. General Provisions.
9. Special Provisions.
10. Plans.
11. City Standard Plans.
12. ANSI A300 Pruning Standard.
13. SSP.
14. Greenbook.
15. Reference Specifications.

2-5.3 *Submittals [see Greenbook].*

2-5.3.1 *General [see Greenbook].*

2-5.3.2 *Working Drawings [see Greenbook].*

2-5.3.3 *Shop Drawings [see Greenbook].*

2-5.3.4 *Supporting Information [see Greenbook].*

2-5.3.5 *Installation Instructions [see Greenbook].*

2-5.3.6 *Manufacturer's Operation, Maintenance, and Warranty Instructions [see Greenbook].*

2-6 *WORK TO BE DONE.*

Greenbook Section 2-6 is not incorporated and is completely replaced with the following:

“Unless otherwise specified, the Contractor shall furnish all materials, equipment, tools, labor, and incidentals necessary to complete the Work in accordance with the Contract Documents.”

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2-7 SUBSURFACE DATA.

If the City or its consultants have made investigations of subsurface conditions in areas where the Work is to be performed, such investigations shall be deemed made only for the purpose of study and design. It is the Contractor's sole responsibility to determine whether such investigations exist, and the City makes no affirmative or negative representation concerning the existence of such investigations.

The Contractor represents that it has studied the Plans, Specifications and other Contract Documents, and all surveys and investigation reports of subsurface and latent physical conditions, has made such additional surveys and investigations as necessary for the performance of the Work at the Contract Price in accordance with the requirements of the Contract Documents, and has correlated the results of all such data with the requirements of the Contract Documents. No claim of any kind shall be made or allowed for any error, omission or claimed error or omission, in whole or in part, of any geotechnical exploration or any other report or data furnished or not furnished by the City.

2-8 RIGHT-OF-WAY [see Greenbook].

2-9 SURVEYING.

Construction stakes shall be set and stationed by Contractor at its expense. Unless otherwise indicated in the Special Provisions, surveying costs shall be included in the price of items bid. No separate payment will be made. Re-staking and replacement of construction survey markers damaged as a result of the Work, vandalism, or accident shall be at the Contractor's expense.

2-9.1 Permanent Survey Markers.

Greenbook Section 2-9.1 is not incorporated and is completely replaced with the following:

"Pursuant to Division 3, Chapter 15 of the Business and Professions Code, the Contractor shall not disturb survey monuments that 'control the location of subdivisions, tracts, boundaries, roads, streets, or highways, or provide horizontal or vertical survey control' until they have been tied out by a Registered Land Surveyor or Registered Civil Engineer authorized to practice land surveying within the State of California.

The Contractor must preserve and perpetuate existing monuments that control subdivisions, tracts, boundaries, Streets, other rights-of-way, and easements, and those existing monuments that provide survey control, which will be disturbed or removed due to Contractor's Work. Contractor shall provide a minimum of ten (10) Working Days' notice to the Project Manager and either the City Engineer or the Surveyor before disturbance or removal of existing monuments. The City Engineer or the Surveyor shall reset monuments or provide permanent witness monuments and file the required documentation with the County Surveyor pursuant to Business and Professions Code Section 8771."

2-9.2 Survey Service.

Greenbook Section 2-9.2 is not incorporated.

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2-9.3 Private Engineers [see Greenbook].

2-9.4 Line and Grade [see Greenbook].

2-10 AUTHORITY OF THE CITY COUNCIL AND THE PROJECT MANAGER [AMENDED FROM CITY ENGINEER].

The Project Manager shall decide any and all questions that may arise as to the quality and acceptability of materials furnished and Work performed as to the manner of performance and rate of progress of the Work, and any and all questions which may arise as to the interpretation of the Plans and Specifications. The Project Manager shall likewise decide any and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor, and all questions as to claims and compensations.

The Contractor may appeal any such decision made by the Project Manager by emailing the Special Districts Administrator/ Division Manager, copying on that same email the Project Manager, requesting reconsideration of the Project Manager's decision. The appeal must contain: a clear explanation of the decision and how it impacts the Work; a clear explanation of the Contractor's concern regarding this decision; and all relevant facts and references related to this appeal. The appeal must be complete at the time of submission; the appeal may not be supplemented after submission. The Special Districts Administrator/ Division Manager must receive the appeal no later than 5:00 p.m. of the second Calendar Day following the date of the Project Manager's latest notice to the Contractor regarding the decision that Contractor wishes to appeal. The Special Districts Administrator/ Division Manager or his or her representative shall review the email and all other information provided by the Contractor. The Special Districts Administrator/ Division Manager or his or her representative shall email the Contractor the Special Districts Administrator/ Division Manager's decision, which shall be final. The procedures and time limits set forth in this Section are mandatory and are the Contractor's sole and exclusive remedy in event of a decision by the Project Manager with which the Contractor disagrees. The Contractor's failure to fully comply with these procedures constitutes a waiver of any right to further pursue the disagreement regarding the Project Manager's decision, including filing a California Government Code claim or initiating any other legal proceedings.

For the purposes of routine and normal Supervision and coordination of Work, the Project Manager is the City's authorized representative for all Work within the scope of this Contract.

2-11 INSPECTION.

Greenbook Section 2-11 is not incorporated and is replaced with the following:

2-11.1 Weekly Inspections [additional to the Greenbook].

Contractor must inspect the entire property weekly and perform all tasks required and referred to in these Specifications.

2-11.2 Monthly Landscape Maintenance Inspections [additional to the Greenbook].

City will perform a bi-monthly site inspection with the Contractor. At that time, the City will compile a list utilizing Cappsure It, the City's Maintenance Service Report System. These reports will detail landscape-related items that should be performed before the next site inspection. City will schedule the monthly inspections. Contractor must notify Project Manager or his or her representative no less than seven (7) Calendar Days if there is a need to reschedule. All scheduled inspections will proceed with or

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without the attendance of the Contractor.

SECTION 3. CHANGES IN WORK

3-1 CHANGES REQUESTED BY THE CONTRACTOR – 3-4 CONDITIONS. CHANGED

Greenbook Sections 3-1 through 3-4 are not incorporated.

3-5 DISPUTED WORK [see Greenbook].

SECTION 4. CONTROL OF MATERIALS

4-1 MATERIALS AND WORKMANSHIP [see Greenbook].

4-1.1 General [see Greenbook].

4-1.2 Protection of Work and Materials.

The Contractor shall continuously maintain adequate protection of all Contractor's Work from damage. The City will not be held responsible for the care or protection of any material, equipment or parts of Work, except as stated in the Special Provisions.

4-1.3 Inspection Requirements -- 4-1.8 Calibration of Testing Equipment.

Greenbook Sections 4-1.3 through 4-1.8 are not incorporated.

SECTION 5. UTILITIES

5-1 LOCATION.

5-1.1 General [see Greenbook].

5-1.2 Payment [see Greenbook].

5-1.3 Entry by Utility Owners [additional to the Greenbook].

The right is reserved to the owners of public utilities or franchises to enter the Project site for the purpose of making repairs or changes in their property that may be necessary as a result of the Work as well as any other reason authorized by the City. When the Contract Documents provide for the utility owners to alter, relocate or reconstruct a utility, or when the Contract Documents are silent in this regard and the Project Manager determines that the utility owners must alter, relocate or reconstruct a utility, the Contractor shall schedule and allow adequate time for those alterations, relocations or reconstructions by the respective utility owners. City employees and agents shall likewise have the right to enter the Project site at any time and for any reason or no reason at all.

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5-2 PROTECTION.

If Contractor damages or breaks the utilities, it will be the Contractor's responsibility to repair the utility at no cost to the utility or to the City.

5-3 REMOVAL.

Greenbook Section 5-3 shall not be incorporated and shall be replaced as follows:

"Contractor shall immediately notify the Project Manager in writing of any facilities not identified in the Plans and Specifications that Contractor finds during the prosecution of the Work. After obtaining that written notice, Project Manager will instruct the Contractor as to what should be done with such facilities. Contractor shall not stop Work while waiting for the Project Manager's response; instead, Contractor shall move a reasonable distance from the obstruction to continue Work until Contractor obtains further instruction from the Project Manager. The remaining portion of the existing utility which is left in place shall be accurately recorded, in elevation and plan, on the control set of Contract Drawings."

5-4 RELOCATION.

The Contractor shall cooperate fully with all utility forces of the City or forces of other public or private agencies engaged in the relocation, altering, or otherwise rearranging of any facilities that interfere with the progress of the Work. The Contractor shall schedule the Work so as to minimize interference with the relocation, altering, or other rearranging of facilities.

5-5 DELAYS [see Greenbook].

5-6 COOPERATION.

Work may be conducted at or adjacent to the Work site by other contractors during the performance of the Work under this Contract. The Contractor shall conduct its operations so as to cause a minimum of interference with the work of such other contractors, and shall cooperate fully with such contractors to provide continued safe access to their respective portions of the site, as required to perform work under their respective contracts. Compensation for compliance shall be included in the various items of the Work, and no additional compensation shall be allowed therefor.

SECTION 6. PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-1 BASELINE CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK.

Greenbook Section 6-1 is not incorporated.

6-1.1 Baseline Construction Schedule.

Greenbook Section 6-1.1 is not incorporated.

6-1.2 Commencement of the Work.

Greenbook Section 6-1.2 is not incorporated.

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6-2 PROSECUTION OF THE WORK.

Greenbook Section 6-2 is not incorporated and is replaced with the following:

“To minimize public inconvenience and possible hazards and to restore work areas to their original condition and state of usefulness as soon as practicable, the Contractor shall diligently prosecute the Work to completion. If the Project Manager determines that the Contractor is failing to prosecute the Work to the proper extent, the Project Manager may take any or all of the following three (3) steps:

1. Deduct from Contractor’s next payment a citation amount in accordance with an Assessment District Maintenance Citation Form that is the same or similar to the one on the next page.
2. If the Work is four (4) or more Calendar days late, deduct an amount of \$250 for that week as a result of damages being sustained by the City that are, and will continue to be, impracticable and extremely difficult to determine. The City may assess these liquidated damages in accordance with Greenbook Section 6-9 and the relating Section in these General Provisions.
3. Send the City’s own forces or another contractor to complete the incomplete Work. These options are available in addition to all other options in the Greenbook or as otherwise legally available.”

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ASSESSMENT DISTRICT MAINTENANCE CITATION FORM

Maintenance Item	Date	Comments	1st Occurrence Warning Only	2nd Occurrence	3rd Occurrence	4th Occurrence
Turf						
Mowing, Edging & Trimming				\$75.00	\$100.00	\$125.00
Aeration				\$50.00	\$75.00	\$100.00
Dethatching				\$125.00	\$175.00	\$225.00
Overseeding				\$50.00	\$75.00	\$100.00
Fertilization						
Turf				\$50.00	\$75.00	\$100.00
Shrubs, Groundcover, Vines				\$50.00	\$75.00	\$100.00
Trash and Debris Removal				\$50.00	\$75.00	\$100.00
Weed Control				\$75.00	\$100.00	\$125.00
Pest Control				\$75.00	\$100.00	\$125.00
Pruning and Trimming						
Shrubs, Groundcover, Vines				\$100.00	\$125.00	\$175.00
Trees				\$100.00	\$125.00	\$175.00
Graffiti				\$50.00	\$75.00	\$100.00
Irrigation				\$75.00	\$100.00	\$125.00

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Date

Contractor

Date

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6-3 *SUSPENSION OF THE WORK [see Greenbook].*

6-3.1 *General [see Greenbook].*

6-3.2 *Archeological and Paleontological Discoveries [see Greenbook].*

6-4 *TERMINATION OF THE CONTRACT FOR DEFAULT.*

Greenbook Section 6-4 is not incorporated.

6-4.1 *General.*

Greenbook Section 6-4.1 is not incorporated.

6-4.2 *Notice to Cure.*

Greenbook Section 6-4.2 is not incorporated.

6-4.3 *Notice of Termination for Default.*

Greenbook Section 6-4.3 is not incorporated.

6-4.4 *Responsibilities of the Surety.*

Greenbook Section 6-4.4 is not incorporated.

6-4.5 *Payment.*

Greenbook Section 6-4.5 is not incorporated.

6-5 *TERMINATION OF THE CONTRACT FOR CONVENIENCE.*

Greenbook Section 6-5 is not incorporated.

6-6 *DELAYS AND EXTENSIONS OF TIME.*

6-6.1 *General.*

Greenbook Section 6-6.1 shall not be incorporated and shall be replaced as follows:

“If delays are caused by unforeseen events beyond the control of the Contractor and these events are approved by the Project Manager, such delays may entitle the Contractor to an extension of the Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays. In any case, no extension of time will be granted for a delay caused by shortage of materials unless the Contractor furnishes to the Project Manager documentary proof that the Contractor has diligently made reasonable and timely efforts to obtain such materials from all known sources.”

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6-6.2 Extensions of Time.

Greenbook Section 6-6.2 is not incorporated.

6-6.3 Payment for Delays.

Greenbook Section 6-6.3 is not incorporated and is replaced as follows:

“Notwithstanding any other terms and conditions of the Contract Documents, the City shall have no obligation whatsoever to increase the Contract Price or extend the time for delays.

No payment of compensation of any kind shall be made to the Contractor for damages or increased overhead costs caused by any delays in the progress of the Contract, whether such delays are avoidable or unavoidable or caused by any act or omission of the City or its agents. Any accepted delay claim shall be fully compensated for by an extension of time to complete the performance of the Work.

This Section shall not apply to compensable delays caused solely by the City. If a compensable delay is caused solely by the City, the Contractor shall be entitled to an extension of time for completion of Work by the amount of delay caused by the City and equitable adjustment, as determined by the Project Manager, to the Contractor.”

6-6.4 Written Notice and Report.

Greenbook Section 6-6.4 is not incorporated and is replaced as follows:

“If the Contractor desires payment for a delay or extension of time because these were caused by the City, Contractor shall file with the Project Manager a written request and report of cause within fifteen (15) Calendar Days after the beginning of the delay. Failure by Contractor to timely file a written request and report of cause will be considered grounds for refusal by the City to consider such request.”

6-7 TIME OF COMPLETION [see Greenbook].

6-7.1 General [see Greenbook].

6-7.2 Not Used [see Greenbook].

6-7.3 Contract Time Accounting [see Greenbook].

Greenbook Section 6-7.3 is not incorporated.

6-8 COMPLETION, ACCEPTANCE, AND WARRANTY.

Greenbook Section 6-8 is not incorporated.

6-8.1 Completion.

Greenbook Section 6-8.1 is not incorporated.

6-8.2 Acceptance.

Greenbook Section 6-8.2 is not incorporated.

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6-8.3 Warranty.

Greenbook Section 6-8.3 is not incorporated and is replaced as follows:

a. "Contractor shall warrant the Work against defective materials and workmanship throughout the Contract Term. The Project Manager may notify the Contractor of defective materials and workmanship, and the Contractor shall replace or repair such materials and workmanship in a manner satisfactory to the Project Manager within the time specified in the Project Manager's notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the City may perform the Work with its own forces or may bring another contractor to perform the replacement or repairs at the Contractor's expense by deducting these amounts from future payments to the Contractor.

b. Contractor shall replace, at Contractor's expense, all plant material which, in the opinion of the Project Manager, fails to maintain a healthy, vigorous condition as a result of the Contractor's failure to perform the Work specified herein. Contractor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one (1) year from date of installation. The Contractor shall warranty all replacement shrubs and groundcover for a period of 120 days from date of installation. All Work shall be timely performed."

6-9 LIQUIDATED DAMAGES.

Greenbook Section 6-9 is not incorporated and is replaced as follows:

a. "Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. If the Work is four (4) or more Calendar Days late, as adjusted in accordance with 6-6, the Contractor shall pay to the City, or have withheld from monies due to the Contractor, the sum of \$250.

b. Execution of the Contract shall constitute agreement by the City and Contractor that \$250 per week is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty. Such sum may be deducted from payments due the Contractor if such delay occurs."

6-10 USE OF IMPROVEMENT DURING CONSTRUCTION [see Greenbook].

6-11 TERMINATION OF CONTRACT [additional to the Greenbook].

City may terminate this Agreement at any time, with or without cause and without penalty, with written notice. Such termination shall be effective immediately. In the event of termination of this Agreement due to no fault or failure of performance by Contractor, City shall pay Contractor compensation for all Work satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Contractor receive an amount exceeding that which would have been paid to Contractor for the full performance of the Work. If City pays for any materials, City shall be entitled to the title and possession of such materials.



SECTION 7.

RESPONSIBILITIES OF THE CONTRACTOR

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7-1 THE CONTRACTOR'S EQUIPMENT AND FACILITIES [see Greenbook].

7-1.1 General [see Greenbook].

7-1.2 Temporary Utility Services [see Greenbook].

7-1.3 Crushing and Screening Operations [see Greenbook].

7-2 LABOR.

Contractor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Contractor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

7-2.1 General [see Greenbook].

Greenbook Section 7-2.1 is not incorporated and is replaced by the following:

"There shall be no smoking or vaping while at the job sites. Rudeness or discourteous acts by Contractor's employees towards residents, City staff, and so forth will not be tolerated. No Contractor solicitation of any kind is permitted on property."

7-2.1.1 Personnel Clothing [additional to the Greenbook].

All of Contractor's workers shall perform all Work on the premises in clothing that is reasonably clean, neat and not ripped. Worn and tattered clothing shall be promptly replaced.

7-2.1.2 Sleeping [additional to the Greenbook].

During working hours, including during breaks, Contractor's workers shall not sleep at or within two blocks of each job site, even if in a vehicle.

7-2.2 Prevailing Wages.

Greenbook Section 7-2.2 is not incorporated.

7-2.2.1 Public Work [additional to the Greenbook].

The Contractor acknowledges that this Work is a "public work" as defined in Labor Code Section 1720 *et seq.*, and that this Work is subject to Labor Code Section 1720 *et seq.*, including without limitation Labor Code Section 1771, and to the rules and regulations established by the Director of the Department of Industrial Relations ("DIR") implementing such statutes, including but not limited to Title 8, Division 1, Chapter 8 of the California Code of Regulations ("CCR"). The Contractor shall comply with and be bound by all the terms, rules and regulations described in Labor Code Section 1720 *et seq.* and to the rules and regulations established by the Director of the DIR as though set forth in full herein. The Contractor is responsible for ascertaining and complying with all current prevailing wage rates for crafts and any rate changes that occur during the life of the Project.

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7-2.2.2 *Copies of Wage Rates [additional to the Greenbook].*

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 Project are on file with the Special Districts Administrator/ Division Manager at City Hall and will be made available to any interested party on request. Additionally, current wage rate information can be found at the DIR's website at www.dir.ca.gov/. The Contractor shall post such rates at each job site covered by these Contract Documents.

7-2.2.3 *Job Site Notices [additional to the Greenbook].*

The Contractor is required to post job site notices, as prescribed by regulation.

7-2.2.4 *Failure to Pay Prevailing Rates [additional to the Greenbook].*

The 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. The Contractor shall, as a penalty paid to the City, forfeit two hundred dollars (\$200) for each Calendar Day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to these Contract Documents by the Contractor.

7-2.2.5 *Apprentices [additional to the Greenbook].*

The Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and CCR Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. The Contractor shall be responsible for compliance with these Sections for all apprenticeable occupations, including notifying approved apprenticeship programs of contract award, employing apprentices, and paying training fund contributions. Before commencing Work, the Contractor shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Calendar Days after concluding Work, Contractor shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

7-2.2.6 *Debarment or Suspension [additional to the Greenbook].*

The Contractor shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or 1777.7. If the Contractor becomes debarred or suspended throughout the duration of the Project, the Contractor shall immediately notify the City.

7-2.3 *Payroll Records.*

Greenbook Section 7-2.3 is not incorporated and is replaced with the following:

“The Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires the Contractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the City of the location of the records. The Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting these records, or as a penalty to the City, the Contractor shall forfeit one hundred dollars (\$100) for each

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Calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Additionally, the Contractor shall furnish certified payroll records directly to the Labor Commissioner in accordance with Chapter 8, Subchapter 4.5, Section 16461 of the CCR.”

7-2.4 Hours of Labor.

Greenbook Section 7-2.4 is not incorporated and is replaced with the following:

“The Contractor acknowledges that eight (8) hours labor constitutes a legal day’s work. The Contractor shall comply with and be bound by Labor Code Section 1810. The Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty paid to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Project by the Contractor for each Calendar Day during which such worker is required or permitted to work more than eight (8) hours in any one (1) Calendar Day and forty (40) hours in any one (1) 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 employees of the Contractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.”

7-2.5 Registration with the DIR [additional to the Greenbook].

A Contractor shall not be qualified to bid on, be listed in a Bid proposal (subject to the requirements of Public Contract Code Section 4104), or engage in the performance of any contract for public work, as defined in Labor Code Section 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered contractor may submit a Bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 or 20103.5, provided the contractor is registered to perform public work pursuant to Labor Code Section 1725.5 at the time the Contract is awarded.

7-2.6 Compliance Monitoring [additional to the Greenbook].

This Project is subject to compliance monitoring and enforcement by the DIR.

7-2.7 Prevailing Wage Indemnity [additional to the Greenbook].

To the maximum extent permitted by law, the Contractor shall indemnify, hold harmless and defend (at the Contractor’s expense with counsel reasonably acceptable to the City) the City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, 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 in this Section 7-2 of the General Provisions by anyone (including the Contractor and its officials, officers, employees and agents) in connection with any Work undertaken or in connection with the Contract Documents, including without limitation the payment of all consequential damages, attorneys’ fees, and other related costs and expenses.

7-2.8 Survival [additional to the Greenbook].

All duties of the Contractor under this Section 7-2 shall survive expiration or termination of the Contract.

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7-2.9 Living Wage Policy [additional to the Greenbook].

The Living Wage Policy of the City of Oxnard was adopted by the City Council on July 9, 2002, to be effective October 1, 2002. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

- Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
- Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
- Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
- Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

These hourly rates will be adjusted July 1, 2017, and each July 1 thereafter, according to the percentage change in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year.

Contractor shall compensate any employee who provides services under this Agreement in accordance with the Living Wage Policy. In fiscal year 2020-2021, Contractor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Contractor shall provide to such employee no less than 96 hours of paid leave per calendar year.

7-2.10 Which Service Contractors Must Pay Living Wage [additional to the Greenbook].

A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five (5) people.

7-2.11 Posting Living Wage Policy [additional to the Greenbook].

Contractor agrees to post, at a location readily accessible to those employees providing services to the

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City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

7-2.12 Enforcement of Living Wage Policy [additional to the Greenbook].

If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract. In addition, if Contractor fails to comply with the Living Wage Policy in any manner, Contractor shall pay to City a fine of five hundred dollars (\$500) and shall pay to any employee providing services under this Agreement a penalty of three (3) times the amount or value of the compensation owed to such employee under the Living Wage Policy. Contractor shall pay such fine and penalty within fifteen (15) days after the City Manager or designee provides written notice to Contractor of the amount owed.

The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he or she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at (805) 385-7430. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

7-2.13 Amendment of Living Wage Policy [additional to the Greenbook].

This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

7-3 INSURANCE [see Greenbook].

Greenbook Section 7-3 is not incorporated and shall be replaced as follows:

“All insurance requirements are those listed in INS-B, which is attached to the Contract and incorporated to the Contract by this reference.”

Greenbook Sections 7-3.1, 7-3.2, 7-3.3 and 7-3.4 are not incorporated into these Contract Documents.

7-4 INDEMNIFICATION [additional to the Greenbook].

The following indemnity provisions shall supersede the indemnity in Greenbook Section 7-3.

7-4.1 Contractor's Duty [additional to the Greenbook].

To the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, to defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, agents (including those City agents serving as independent contractors in the role of City representatives), 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, charges, obligations, damages, causes of action, proceedings, 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

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connection with or resulting from any act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, material suppliers or any of their officers, agents, servants or employees, arising out of, incident to, related to, in connection with or resulting from any term, provision, image, plan, covenant, or condition in the Contract Documents, 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"). The Contractor shall promptly pay and satisfy any judgment, award or decree that may be rendered against Indemnitees in any such Claim. The Contractor shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the 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.

7-4.2 Non-Waiver of Rights [additional to the Greenbook].

Indemnitees do not and shall not waive any rights that they may possess against the Contractor because the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to these Contract Documents. 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.

7-4.3 Waiver of Right of Subrogation [additional to the Greenbook].

The 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 the Contractor regardless of any prior, concurrent or subsequent active or passive negligence by Indemnitees.

7-4.4 Survival [additional to the Greenbook].

The provisions of this Section 7-4 shall survive the term and termination of the Contract, 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. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

7-5 PERMITS.

Before starting any Work, the Contractor will be required to obtain all necessary permits from the City, which may include obtaining an encroachment permit for Work within the public right-of-way, as well as all other permits and any required from all other agencies. Contractor shall bear all cost for fees for all agencies except for the City's permit fees.

The Contractor shall obtain a City Business License and shall be licensed in accordance with the California Business and Professions Code. The Contractor shall bear all costs for the City's Business License.

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7-6 THE CONTRACTOR'S REPRESENTATIVE [see Greenbook].

7-7 COOPERATION AND COLLATERAL WORK.

The Contractor must coordinate all Work with the City's street sweeping, solid waste collection, and street maintenance contractors, Police and Fire Departments, utility companies' crews, and others when necessary. Payment for conforming to these requirements shall be included in other items of Work, so no additional payment shall be made.

7-8 WORKSITE MAINTENANCE.

Clean-up shall be done as Work progresses at the end of each day and thoroughly before weekends. The Contractor shall not allow the Work site to become littered with trash and waste material, but shall maintain the same in a neat and orderly condition. Materials which need to be disposed shall not be stored at the Project site and cannot be "stockpiled" but shall be removed by the end of each Working Day. If the job site is not cleaned to the satisfaction of the Project Manager, the cleaning will be done or contracted by the City, and the cost will be deducted from the Contract Price.

The Contractor shall make arrangement for storing its equipment and materials. The Contractor shall make its own arrangements for any necessary off-site storage or shop areas necessary for the proper execution of the Work. Approved areas within Work site may be used for temporary storage; however, the Contractor shall be responsible for obtaining any necessary permits from the City. In any case, the Contractor's equipment and personal vehicles of the Contractor's employees shall not be parked on the traveled way or on any section where traffic is restricted at any time.

The Contractor shall deliver, handle, and store products in accordance with the manufacturer's written recommendations and by methods and means that will prevent damage, deterioration, and loss including theft. Delivery schedules shall be controlled to minimize long-term storage of products at the Project site and overcrowding of construction spaces. In particular, the Contractor shall provide delivery and installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

Storage shall be arranged to provide access for inspection. The Contractor shall periodically inspect to assure products are undamaged and are maintained under required conditions.

The Contractor shall promptly remove from the vicinity of the completed Work all rubbish, debris, unused materials, concrete forms, equipment, and temporary structures and facilities used. Final acceptance of the Work by the City will be withheld until the Contractor has satisfactorily complied with the foregoing requirements for final clean-up of the Work site.

All costs associated with the clean-up and storage required to complete the Work shall be the sole responsibility of the Contractor.

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7-8.1 General [see Greenbook].

7-8.2 Air Pollution Control [see Greenbook].

7-8.3 Noise Control [see Greenbook].

To minimize the noise impact of construction, Contractor must properly muffle all construction related vehicles and equipment in accordance with the City's ordinances. The Contractor shall inform the public of proposed construction time frames to minimize potential annoyance related to the construction noise.

7-8.4 Storage of Equipment and Materials [see Greenbook].

7-8.4.1 General [see Greenbook].

7-8.4.2 Storage in Public Streets [see Greenbook].

7-8.5 Sanitary Sewers [see Greenbook].

7-8.5.1 General [see Greenbook].

7-8.5.2 Sewage Bypass and Pumping Plan [see Greenbook].

7-8.5.3 Spill Prevention and Emergency Response Plan [see Greenbook].

7-8.6 Water Pollution Control.

7-8.6.1 General [see Greenbook].

7-8.6.2 Best Management Practices (BMPs) [see Greenbook].

7-8.6.3 Storm Water Pollution Prevention Plan (SWPPP) [see Greenbook].

7-8.6.4 Dewatering.

Failure to dewater per Contractor's approved dewatering plans shall lead to the immediate issuance of a stop payment notice. Any fees associated with the failure to perform dewatering will be passed onto the Contractor.

7-8.6.5 Payment [see Greenbook].

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS.

The Contractor shall mark and protect all survey monuments, manholes, valves, substructures, or other items which are visible on the surface and will be covered by its operations. This shall be completed before start of that operation and approved by the City Inspector.

Where existing traffic striping, pavement markings, and curb markings are damaged, partially removed or their reflectivity reduced by the Contractor's operations, such striping or markings shall also be considered as existing improvements and the Contractor shall repaint or replace such improvements.

Relocations, repairs, replacements, or re-establishments shall be at least equal to the existing

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improvements and shall match such improvements in finish and dimensions unless otherwise specified.

All costs to the Contractor for protecting, removing, restoring, relocating, repairing, replacing, or re-establishing existing improvements shall be included in the Bid.

7-10 SAFETY.

7-10.1 Access [additional to the Greenbook].

All Work and traffic control shall be scheduled and constructed to provide for a minimum of inconvenience and a maximum of safety to the public vehicular and pedestrian traffic. The Contractor shall be responsible for the protection of vehicular and pedestrian traffic during the Work.

Access to street intersections, public and private parking lots, commercial businesses, residences and other public and private properties must be maintained at all times. The Contractor shall notify the Project Manager and occupants of all affected properties with written notice at least seventy-two (72) hours before any temporary obstruction of access. Vehicular access to property line shall be maintained at all times, except as required for Work that cannot otherwise be accomplished and for a reasonable period of time. No overnight closure of any driveway will be allowed, except as permitted by the Project Manager.

The Contractor's construction schedule shall allow affected people ample on-street parking within a reasonable distance from their homes and businesses. Requests for changes in the schedule shall be submitted by the Contractor to the Project Manager for approval at least forty-eight (48) hours before the scheduled operations on the Streets affected.

The Contractor shall post "TEMPORARY NO PARKING" signs at least forty-eight (48) hours, but not more than seventy-two (72) hours, in advance of commencing the Work. When determined necessary by the Project Manager, the signs shall be placed no more than one hundred fifty (150) feet apart and at shorter intervals if conditions warrant. Contractor shall furnish and place barricades, if necessary, for posting of signs. The Contractor shall provide the signs and will be responsible for adding the dates and hours of closure to the signs. The Contractor shall report the time of posting to the Oxnard Police Department for the purpose of towing. The Contractor shall remove all signs within forty-eight (48) hours after the portion of the Work affecting parking is completed. Should the Contractor fail to pick up signs within this time frame, the Contractor shall be charged a penalty of twenty-five dollars (\$25) per sign per Calendar Day left in the public right-of-way. Said monies will be deducted from any monies due or to become due to the Contractor.

7-10.2 Traffic [additional to the Greenbook].

7-10.2.1 Traffic Control Plan (TCP) [additional to the Greenbook]

If Contractor's Work affects traffic in any way, the Contractor shall provide a detailed Traffic Control Plan (TCP) for review and shall conform to the Greenbook, General Provisions, Special Provisions, the latest edition of the California Edition of the Manual on Uniform Traffic Control Devices (MUTCD), the SSS and the SSP and must be approved by the Project Manager before commencing any Work. The TCP shall be prepared under the supervision of and signed and stamped by a registered professional civil engineer or a traffic engineer licensed to practice in the State of California. The TCP shall cover signing, flagging, detour geometric, delineation and channelization, barriers and barricades, separation of opposing traffic streams, and hours of flash operation at signalized intersection(s). The Contractor shall not commence Work before receiving an approved TCP. Any delay in acquiring TCP approval will be at

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the Contractor's expense.

Traffic control shall be provided by a qualified traffic control company specializing with a C-31 license during the construction of the Project. Traffic control shall address parking changes as well. Before the beginning of any Work or if there are changes to the proposed TCP and after approval by the City, the qualified traffic control company staff shall complete field checks of the installed traffic control by driving through the Work area to ensure the adequacy of traffic control. During any period when two-way traffic is not provided, the Contractor shall employ properly trained flaggers to control traffic through the area.

For Work in the vicinity of a school, the Contractor shall contact that school's district, obtain a school schedule and school circulation plan, and incorporate information into its schedule and traffic control, such that within one thousand (1,000) feet of the school on routes serving the school for student arrivals and departures are not impacted between one (1) hour before and one (1) hour after the school day start time and one (1) hour before or one (1) hour after school day end time. Contractor shall notify the relevant school district of any impacts.

The Contractor shall provide and maintain steel traffic plates recessed into the pavement securely over the trench whenever required or at the end of the Working Day.

7-10.2.2 *Street Closures, Detours, Barricades [additional to the Greenbook]*

Street closures will not be allowed, except as specifically permitted by the City's Traffic Engineer.

Traffic signals shall not be placed in flash operation during the hours that traffic lanes must be kept open as defined in this Section. Under no circumstances shall traffic signals be placed under flash operation without prior approval of the City. The Contractor shall contact the City Inspector at least five (5) Working Days in advance to coordinate signal service, unless a different time frame is required in the Special Provisions.

All traffic control barricades, signs and devices used by the Contractor shall, as a minimum, conform to the latest version of the California Manual of Uniform Traffic Control Devices (CA MUTCD). Should the Contractor fail to provide adequate traffic control or safety barricades, and in the event a responsible individual cannot be located or refuses to perform, the City will, at its option, place needed devices or engage a private firm to place and maintain said traffic control devices. The cost incurred by the City in connection therewith will be deducted from the Contractor's next payment.

7-10.3 *Haul Routes.*

Greenbook Section 7-10.3 is not incorporated and is replaced as follows:

"The Contractor must provide the Project Manager with a haul route plan, which must be approved by the Project Manager before anyone uses any haul routes on the Project. Further detailed requirements for haul traffic may be delineated in the Special Provisions."

7-10.4 *Safety [see Greenbook].*

7-10.4.1 *Work Site Safety [see Greenbook].*

7-10.4.1.1 *General [see Greenbook].*

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- 7-10.4.1.2 *Work Site Safety Official [see Greenbook].***
- 7-10.4.2 *Safety Orders [see Greenbook].***
- 7-10.4.2.1 *General [see Greenbook].***
- 7-10.4.2.2 *Shoring Plan [see Greenbook].***
- 7-10.4.2.3 *Payment [see Greenbook].***
- 7-10.4.3 *Use of Explosives [see Greenbook].***
- 7-10.4.4 *Hazardous Substances [see Greenbook].***
- 7-10.4.5 *Confined Spaces [see Greenbook].***
- 7-10.4.5.1 *Confined Space Entry Program (CSEP) [see Greenbook].***
- 7-10.4.5.2 *Permit-Required Confined Spaces [see Greenbook].***
- 7-10.4.5.3 *Payment [see Greenbook].***
- 7-10.5 *Security and Protective Devices.***
- 7-10.5.1 *General [see Greenbook].***
- 7-10.5.2 *Security Fencing [see Greenbook].***
- 7-10.5.3 *Steel Plate Covers [see Greenbook].***
- 7-10.5.4 *Protection of the Public [additional to the Greenbook].***

It is part of the service required of the Contractor to make whatever provisions are necessary to protect the public. The Contractor shall use foresight and shall take such steps and precautions as the Contractor's operations warrant to protect the public from danger in the form of loss of life, injury or loss of property, which would result from interruption or contamination of public water supply, interruption of other public service, or from the failure of partly completed Work. Unusual conditions may arise on the Work that will require that immediate and unusual provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of Work under this Contract.

The Contractor shall take all actions necessary to protect persons and property at the job site from any injury or damages associated with the Work. Unless otherwise specified, the Contractor shall supervise and direct the Work and shall be solely responsible for all maintenance methods and sequences.

7-10.5.4.1 *Emergencies [additional to the Greenbook].*

Whenever an emergency exists and the Contractor has not taken sufficient precautions for the public safety, protection of utilities and protection of adjacent structures or property, which may be damaged by the Contractor's operations, and when immediate action is necessary to protect the public or property, the Project Manager will order the Contractor to provide a remedy for the unsafe condition. If the Contractor

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fails to act on the situation within a reasonable time period, the Project Manager may provide suitable protection by causing such Work to be done and material to be furnished to bring the Project into compliance with CalOSHA and Federal OSHA requirements.

All expenses incurred by the City for emergency repairs will be deducted from the payments due to the Contractor. However, if the City does not take such remedial measures, the Contractor is not relieved of the full responsibility for public safety. The Contractor shall not be entitled to any delay claims for Work stopped by the City to correct an unsafe condition.

7-10.6 *Public Notices [additional to the Greenbook].*

7-10.6.1 *Notification to Property Owners and Businesses [additional to the Greenbook].*

In addition to notices required elsewhere in the Contract Documents, the Contractor shall notify adjacent businesses and residents at least four (4) Working Days and again two (2) Working Days in advance of beginning Work. Public notices shall be provided in the form of door hangers, flyers or both, which will include the Contractor's name, the Contractor's phone number, a general description of the Work, and the Calendar Days and times when traffic will be restricted and parking will not be allowed along the street scheduled for the Work. Contractor must get notices pre-approved by the Project Manager before distribution. All notices shall be hand-delivered by the Contractor to adjacent residents, businesses, and other areas directed by the Project Manager.

7-10.6.2 *Residents' Complaints [additional to the Greenbook].*

It is critical that residents' complaints be resolved expeditiously. To achieve this, the Project Manager will inform the Contractor of the complaint verbally or in writing. The Contractor shall offer a viable action to be taken within twenty-four (24) hours of the action to be taken. In any case, Contractor shall refer any residents with complaints to the Project Manager.

7-11 *PATENT FEES OR ROYALTIES [see Greenbook].*

7-12 *ADVERTISING [see Greenbook].*

Contractor's vehicles shall clearly identify the company name. Other than on that vehicle or on equipment, Contractor shall not advertise or allow advertising at the Work site.

7-13 *LAWS TO BE OBSERVED [see Greenbook].*

7-14 *ANTITRUST CLAIMS.*

Greenbook Section 7-14 is not incorporated.

7-15 *RECYCLING OF MATERIALS [additional to the Greenbook].*

Contractor must adhere to the City's Recycling Plans, which are incorporated by this reference and available through the Project Manager.

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7-16 CONFIDENTIALITY [additional to the Greenbook].

7-16.1 Confidential Information [additional to the Greenbook].

For the purposes of this Agreement, “Confidential Information” means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, plans, specifications, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents and formulas; or (ii) non-technical information, including without limitation pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, sales and marketing plans, future business plans and any other information belonging to the City or to a third party whose information is in the City’s possession or control under obligations of confidentiality, and which (i) is disclosed to the Contractor or (ii) developed by Contractor at the City’s expense.

7-16.2 Information Provided by Contractor [additional to the Greenbook].

All information provided by the Contractor or developed by the Contractor at the expense of the City shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Contractor without the written consent of the City, except as may be necessary for Contractor to fulfill its obligations to the City.

7-16.3 Exemptions [additional to the Greenbook].

Notwithstanding the above, these limitations shall not apply to information that: (i) is already known to Contractor at the time of its disclosure or becomes publicly known through no wrongful act or omission of Contractor; (ii) is communicated to a third party with the express written consent of the City and is not subject to restrictions on further use or disclosure; (iii) is independently developed by Contractor; or (v) is required by law to be disclosed to any governmental agency, or required by court order, a court-issued subpoena or other legal process to be disclosed, provided that before making any such disclosure listed in this paragraph, Contractor shall immediately provide the City with written notice and a reasonable opportunity for the City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is impermissible by law or court order.

7-16.4 Enforcement [additional to the Greenbook].

Contractor shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, the City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Contractor. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The City and Contractor acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of Section 7-16 may result in irreparable injury to the City.

7-16.5 No Warranties by City [additional to the Greenbook].

Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Section 7-16 or for any business decisions made by Contractor in reliance on any Confidential Information disclosed under this Section 7-16.

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7-16.6 *Survival [additional to the Greenbook].*

All duties of the Contractor under this Section 7-16 shall survive expiration or termination of the Contract.

SECTION 8. FACILITIES FOR AGENCY PERSONNEL

8-1 *GENERAL -- 8-6 BASIS OF PAYMENT.*

Greenbook Sections 8-1 through 8-6 are not incorporated.

SECTION 9 MEASUREMENT AND PAYMENT

9-1 *MEASUREMENT OF QUANTITIES FOR UNIT PRICE WORK.*

9-1.1 *General [see Greenbook].*

9-1.2 *Methods of Measurement.*

The Contract Price shall constitute full compensation for all labor, equipment, materials, tools and incidentals required to complete the Work as outlined in these Contract Documents and as directed by the Project Manager.

9-1.3 *Certified Weights [see Greenbook].*

9-2 *LUMP SUM WORK [see Greenbook].*

9-3 *PAYMENT.*

9-3.1 *General [see Greenbook].*

9-3.2 *Partial and Final Payment [additional to Greenbook].*

Each month, Contractor shall submit its standard invoice to the City. Contractor shall submit one (1) Itemized Completed Monthly Maintenance Services Form per district (at the appropriate service level) that is the same or similar to the one on the next page.

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Itemized Monthly Completed Maintenance Services Form (Service Level A)			
District Name: _____			
<u>Turf Maintenance</u>	Date(s) Completed		
Mowing, Edging and Trimming (every week)			
Aerate to relieve compaction (3x per year)			
Dethatch (annually)			
Overseed Stressed Areas (bi-annually)			
<u>Fertilization Schedule</u>			
Turf (quarterly)			
Shrubs, Ground Cover, Vines (monthly)			
<u>Trash and Debris Removal</u>			
Entire Area (daily)			
<u>Pest Control</u>			
Control and eradication of all plant pests within the landscape (as required)	(mark if completed)		
<u>Weed Control</u>			
Control and eradication of all weeds (daily)			
<u>Pruning and Trimming</u>			
Shrubs, Ground Cover, Vines (weekly)			
Trees - maintain all trees in their natural shape to 13.5' above street an 9' above sidewalks monthly	(mark if completed)		
<u>General Site Maintenance</u>			
Restrooms	(mark if completed)		
Play Structures	(mark if completed)		
Exercise Stations	(mark if completed)		
Graffiti (respond within 24 hours of notification)	(mark if completed)		
Irrigation Checks (daily)			
Electrical Checks			
the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."			
Signed: _____		Date: _____	

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Itemized Monthly Completed Maintenance Services Form (Service Level B)						
District Name: _____						
Turf Maintenance	Date(s) Completed					
Mowing, Edging and Trimming (every week)						
Aerate to relieve compaction (3x per year)						
Dethatch (annually)						
Overseed Stressed Areas (bi-annually)						
Fertilization Schedule						
Turf (quarterly)						
Shrubs, Ground Cover, Vines (monthly)						
Trash and Debris Removal						
Entire Area (daily)						
Pest Control						
Control and eradication of all plant pests within the landscape (as required)	(mark if completed)					
Weed Control						
Control and eradication of all weeds (daily)						
Pruning and Trimming						
Shrubs, Ground Cover, Vines (weekly)						
Trees - maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly	(mark if completed)					
General Site Maintenance						
Restrooms	(mark if completed)					
Play Structures	(mark if completed)					
Exercise Stations	(mark if completed)					
Graffiti (respond within 24 hours of notification)	(mark if completed)					
Irrigation Checks (daily)						
Electrical Checks						
the City regarding the work completed this past month in this district. I understand that any misrepresentations on this form will be grounds for immediate termination at the discretion of the City. Additionally, any misrepresentations on this form are considered material breaches of the Project's Contract. I have the authority to execute this form on behalf of the Contractor and to bind the Contractor to what is written in this form."						
Signed: _____		Date: _____				

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9-3.2.1 *Monthly Closure Date and Invoice Date [additional to the Greenbook].*

In accordance with Greenbook Section 9-3.2, the monthly closure date shall be the last Working Day of each month. Each invoice must be signed and submitted to the Project Manager before the tenth (10th) Calendar Day of the following month for verification and payment consideration.

9-3.2.2 *Payments [additional to the Greenbook].*

a. The City shall attempt to make payments within sixty (60) Calendar Days after receipt of the Contractor's undisputed and properly submitted payment request. The City shall return to the Contractor any payment request determined not to be a proper payment request as soon as practicable and shall explain in writing the reasons why the payment request is not proper.

9-3.3 *Delivered Materials [see Greenbook].*

9-3.4 *Mobilization.*

Greenbook Section 9-3.4 is not incorporated and is replaced with the following:

"All mobilization and demobilization costs must be included in other Bid items. Contractor shall not receive additional compensation for mobilization and/or demobilization."

9-4 *AUDIT [additional to the Greenbook].*

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by the Contractor in preparing its billings to the City as a condition precedent to any payment to the Contractor or in response to a Public Records Act (Government Code Section 6250 et seq.) request. The Contractor will promptly furnish documents requested by the City at no cost. Additionally, the Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under the Contract.

SECTION 10. *ADDITIONAL TERMS [additional to the Greenbook]*

10-1 *LICENSES [additional to the Greenbook].*

The Contractor shall possess a valid Class C-27 Contractor's license issued by California State Contractors License Board. The Contractor will also be required to possess an Oxnard Business License at the time of insurance submission. In accordance with Section 7028.15 of the Business and Professions Code, all Contractors shall be licensed in accordance with the laws of the State of California and any Contractor not so licensed is subject to the penalties imposed by such laws.

If traffic control in a construction zone is required, it must be performed by a State of California Construction Zone Traffic Control Contractor, Specialty Classification C-31.

10-2 *NONDISCRIMINATORY EMPLOYMENT [additional to the Greenbook].*

The Contractor shall not unlawfully discriminate against any individual based on race, religion or

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religious creed, color, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, immigration status, citizenship or military and veteran status. The Contractor shall comply with the nondiscrimination mandates of all statutes, ordinances and regulations.

10-3 ACCESS TO PRIVATE PROPERTY [additional to the Greenbook].

The Contractor shall be responsible for all fees and costs associated with securing permission to access private property for any portion, and the Contractor shall obtain the required easement or license for the Project.

10-4 WORKING DAYS AND HOURS [additional to the Greenbook].

Contractor may not work on any day or during hours prohibited by the Project Manager. Whenever the Contractor is permitted or directed to perform night Work or to vary the period during which Work is performed during the Working Day, the Contractor shall give twelve (12) hours' notice to the Project Manager so that an inspection may be provided. Also, a charge may be made to the Contractor for approved overtime or weekend inspections requested by the Contractor.

10-5 CLAIM DISPUTE RESOLUTION [additional to the Greenbook].

a. In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided they pertain to the resolution of disputes and protests between the parties. 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. The Contractor shall keep accurate, detailed records of all disputed Work, claims and other disputed matters.

b. All claims arising out of or related to the Contract Documents, 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. This Contract hereby incorporates those provisions as through fully set forth herein.

10-6 THIRD PARTY CLAIMS [additional to the Greenbook].

The City shall have full authority to compromise or otherwise settle any claim relating to the Project at any time. The City may notify the Contractor of the receipt of any third-party claim relating to the Project; if so, the City shall be entitled to recover its reasonable costs incurred in providing this notice.

The Contractor shall not have any authority to compromise or otherwise settle any claim relating to the Work; any effort by the Contractor to do so shall be deemed a breach of the Contract, and the City will not participate in any such compromise or settlement. Within five (5) Calendar Days of the date that the Contractor receives any third-party claim relating to this Project, the Contractor shall provide written notice thereof and a copy of the claim to the City Attorney.

10-7 ADDITIONAL REPRESENTATIONS [additional to the Greenbook].

By signing the Contract, the Contractor represents, covenants and agrees that: (a) the Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the

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services in accordance with the terms and conditions set forth in the Contract Documents; (b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under the Contract Documents; and (c) there is no litigation pending against the Contractor, and the Contractor is not the subject of any criminal investigation or proceeding.

10-8 CONFLICTS OF INTEREST [additional to the Greenbook].

The Contractor shall not accept any employment or representation during the Contract Term or within twelve (12) months thereafter that is or may likely make the Contractor “financially interested,” as provided in Government Code Sections 1090 and 87100, in any decisions made by the City on any matter in connection with which the Contractor has been retained pursuant to the Contract Documents.

10-9 APPLICABLE LAW [additional to the Greenbook].

The validity, interpretation, and performance of these Contract Documents 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 Contract shall be in the Ventura County Superior Court.

10-10 TIME [additional to the Greenbook].

Time is of the essence in these Contract Documents.

10-11 INDEPENDENT CONTRACTOR [additional to the Greenbook].

The Contractor and its employees and agents shall at all times remain, as to the City, wholly independent contractors rather than employees of the City. Contractor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Contractor. Neither the City nor any of its officials, officers, employees or agents shall have control over the conduct of the Contractor or any of its officers, employees, or agents, except as herein set forth, and the Contractor is free to dispose of all portions of its time and activities that it is not obligated to devote to the City in such a manner and to such persons that the Contractor wishes except as expressly provided in these Contract Documents.

Except as the Project Manager may specify in writing, the Contractor and its agents and employees shall have no power or authority, express or implied to act on behalf of City in any capacity, to bind City to any obligation, to incur any debt, obligation, or liability on behalf of the City or otherwise to act on behalf of the City as an agent. The Contractor and its employees and agents shall not, at any time or in any manner, represent that they or any of their agents, servants or employees, are in any manner agents, servants or employees of the City.

The Contractor shall pay all required taxes on amounts paid to them under the Contract, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by the Contract Documents.

The Contractor and its agents and employees shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of the Contractor’s employees and agents, including compliance with social security requirements, Federal and State income tax withholding and all other regulations governing employer-employee relations.

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The Contractor and its agents and employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

10-12 CONSTRUCTION [additional to the Greenbook].

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of these Contract Documents 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 Contract Documents or who drafted that portion of the Contract Documents.

10-13 THIRD PARTY BENEFICIARIES [additional to the Greenbook].

Nothing in the Contract Documents is intended to make the public or any member thereof a third party beneficiary of the Contract; nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

10-14 WAIVER [additional to the Greenbook].

No failure or delay on the part of any party in exercising any right or remedy provided in these Contract Documents shall operate as a waiver thereof or preclude any exercise thereof, or the exercise of any other right or remedy provided under these Contract Documents, or otherwise available at law or in equity. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default that may then exist on the part of the Contractor, and the making of any such payment by the City shall in no way impair or prejudice any right or remedy available to the City with regard to such breach or default.

10-15 CUMULATIVE REMEDIES [additional to the Greenbook].

a. Except if expressly provided herein, no remedy specified in these Contract Documents is intended to be exclusive of any other remedy, and each remedy shall be cumulative, in addition to every other right or remedy provided herein or otherwise available at law or in equity.

10-16 TERM [additional to the Greenbook].

The Contract is effective as of the Effective Date listed, and shall remain in full force and effect for three (3) years thereafter unless the Contract has been otherwise terminated by the City.

10-17 NOTICE [additional to the Greenbook].

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

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10-18 SURVIVAL *[additional to the Greenbook].*

a. Any provision of these Contract Documents that contemplates performance or observance subsequent to termination (including but not limited to indemnification provisions) shall survive that termination, and shall continue in full force and effect thereafter.

10-19 SEVERABILITY *[additional to the Greenbook].*

To the extent that any term, provision or part of these Contract Documents is held invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of these Contract Documents shall not be impaired or affected, and shall continue in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

SECTION 800.LANDSCAPING AND IRRIGATION

800-1 LANDSCAPING MATERIALS *[see Greenbook].*

800-1.1 Topsoil *[see Greenbook].*

800-1.1.2 Class “A” Topsoil *[see Greenbook].*

800-1.1.3 Class “B” Topsoil.

Greenbook Section 800-1.1.3 is not incorporated.

800-1.1.4 Class “C” Topsoil.

Greenbook Section 800-1.1.4 is not incorporated.

800-1.2 Soil Fertilizing and Conditioning Materials *[see Greenbook].*

800-1.2.1 General *[see Greenbook].*

800-1.2.2 Manure *[see Greenbook].*

800-1.2.3 Commercial Fertilizer *[see Greenbook].*

800-1.2.4 Organic Soil Amendment *[see Greenbook].*

800-1.2.5 Mulch *[see Greenbook].*

800-1.3 Seed *[see Greenbook].*

800-1.4 Plants *[see Greenbook].*

800-1.4.1 General *[see Greenbook].*

800-1.4.2 Trees *[see Greenbook],*

800-1.4.3 Shrubs *[see Greenbook].*

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800-1.4.4 Flatted Plants [see Greenbook].

800-1.4.5 Sod and Stolons (turf grass) [see Greenbook].

800-1.4.6 Cuttings [see Greenbook].

800-1.5 Headers, Stakes, and Ties.

Greenbook Section 800-1.5 is not incorporated.

800-2 IRRIGATION SYSTEM MATERIALS.

Greenbook Section 800-2 is not incorporated.

800-3 ELECTRICAL MATERIALS.

Greenbook Section 800-3 is not incorporated.

SECTION 801 INSTALLATION

801-1 General [see Greenbook].

801-2 EARTHWORK AND TOPSOIL PLACEMENT [see Greenbook].

801-2.1 General.

The words “or Class B” shall be removed from Greenbook Section 801-2.1

801-2.2 Topsoil Preparation and Conditioning [see Greenbook].

801-2.2.1 General.

The following paragraph shall be removed from Greenbook Section 801-2.2.1:

“Class “C” topsoil shall be *scarified* and cultivated to a finely divided condition to a depth of 8 inches (200 mm) minimum below finish grade. During this operation, all stones over 1 inch (25 mm) in greatest dimension shall be removed.”

801-2.2.2 Fertilizing and Conditioning Procedures [see Greenbook].

801-2.3 Finish Grading [see Greenbook].

801-3 HEADER INSTALLATION [see Greenbook].

801-4 PLANTING [see Greenbook].

801-4.1 General [see Greenbook].

801-4.2 Protection and Storage [see Greenbook].

801-4.3 Layout and Plant Location [see Greenbook].

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- 801.4.4 Specimen Planting [see Greenbook].**
- 801.4.5 Tree and Shrub Planting [see Greenbook].**
- 801-4.6 Plant Staking and Guying [see Greenbook].**
- 801.4.6.1 Method “A” Tree Staking [see Greenbook].**
- 801.4.6.2 Method “B” Tree Staking [see Greenbook].**
- 801-4.6.3 Guying [see Greenbook].**
- 801-4.7 Ground Cover and Vine Planting [see Greenbook].**
- 801-4.8 Lawn Planting [see Greenbook].**
- 801-4.8.1 General [see Greenbook].**
- 801-4.8.2 Seed [see Greenbook].**
- 801-4.8.3 Sod [see Greenbook].**
- 801-4.8.4 Stolon Planting**

Greenbook Section 801-4.8.4 is not incorporated.

- 801-4.9 Erosion Control Planting [see Greenbook].**
- 801-4.9.1 General [see Greenbook].**
- 801-4.9.2 Straw Stabilization**

Greenbook Section 801.4.9.2 is not incorporated.

- 801-4.9.3 Seeding and Mulching [see Greenbook].**
- 801-4.9.4 Sprigging [see Greenbook].**
- 801-4.9.5 Watering [see Greenbook].**

801-5 IRRIGATION SYSTEM INSTALLATION

Greenbook Section 801-5 is not incorporated.

801-6 MAINTENANCE AND PLANT ESTABLISHMENT [see Greenbook].

801-7 MEASUREMENT

Greenbook Section 801-7 is not incorporated.

801-8 PAYMENT

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Greenbook Section 801-8 is not incorporated.

SPECIAL PROVISIONS**SECTION 1000.****TURF MAINTENANCE*****1000-1 MOWING AND EDGING OF TURF.***

The Contractor shall mow and edge all turf grass. Generally, the turf grass shall be mowed to maintain a height of no less than one (1) inch and no more than two (2) inches; however, site-specific mowing height shall be designated by Project Manager or his or her representative. Mowing frequency shall occur according to the Service Level listed in the City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Maintenance Assessment Districts Chart available at the end of these Special Provisions ("Chart") for that particular district; for example, in a district with Service Level B, Contractor shall mow once every two (2) weeks. All turf grass shall be edged along sidewalks, paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager or his or her representative. The Contractor shall pick up and dispose of all grass clippings after each mowing operation, or a mulching deck may be utilized upon approval by Project Manager or his or her representative.

1000-2 SOIL AERIFICATION AND THATCH REMOVAL.

The Contractor shall perform soil aerification for all turf grass areas according to the Service Level listed in the Chart for that particular district. For Service Level A, soil aerification shall be completed in October, March and June. For Service Level B and C, soil aerification shall be completed in March. Aerification shall be done with a power driven aerifier using ½ inch coring line. The schedule must be pre-approved by the Project Manager or his or her representative. Additionally, Contractor shall notify Project Manager or his or her representative with a written schedule one (1) week prior to the date of aerification commencement.

The Contractor shall remove thatch build-up in the sod layer according to the Service Level listed in the Chart for that particular district; for example, in a district with Service Level A, Contractor must dethatch annually. Dethatching shall be completed in November. The schedule must be pre-approved by the Project Manager or his or her representative. Thatch removal shall be performed with a power-driver verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at the Contractor's expense. The thatch removal shall precede the aerification process. The verti-cutting shall be performed on all turf areas.

1000-3 FERTILIZATION.

The Contractor shall fertilize all turf grass, shrubs, ground cover and vines according to the Service Level listed in the Chart for that particular district. The schedule must be pre-approved by the Project Manager or his or her representative. Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guarantee analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, Contractor shall thoroughly water the fertilizer into the soil. The Project Manager or his or her representative shall be notified with a written schedule one (1) week prior to the date of the application by the Contractor. Such notification will be subject to approval by the Project Manager or his or her representative. A City representative may be present during fertilization. Dispersible granular formulations shall be used on all turf to help incorporate the fertilizer into the turf and prevent/reduce the visibility of the fertilizer pellets.

Any deviation from the schedule requires the written pre-approval of the Project Manager or his or her representative. All fertilization products must be pre-approved by the Project Manager or his or her representative prior to fertilizing.

1000-4 *PESTICIDE APPLICATION.*

The Contractor shall control and eliminate all weeds, insects, rodents, diseases and any other pests affecting all plant material. The Contractor's applicator shall hold a valid Qualified Applicator License issued by the California Department of Pesticide Regulation. Any quarterly pesticides used must be on the California Department of Pesticide Regulation's approved chemical list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner and a copy shall be forwarded to the Project Manager. Recommendations need to be procured before application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agriculture Commissioner. In addition, all pesticides used must have the written approval of the Project Manager or his or her representative before application. The Contractor shall notify the Project Manager or his or her representative three (3) days before application of pesticides. Upon completion of application, the Contractor shall submit to the Project Manager or his or her representative a copy of all pesticide use reports. Contractor shall provide name and license number of personnel spraying the chemicals. Contractor to ensure proper signage is installed prior to pesticide application per City, County and Federal standards.

1000-5 *IRRIGATION.*

The Contractor shall maintain all irrigation systems as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. The City reserves the right to require Contractor to change the watering schedule as necessary.

The Contractor shall carefully apply irrigation water in qualities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked by the Contractor according to the Service Level listed in the Chart for that particular district.

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The Contractor shall maintain and/or replace all irrigation systems and appurtenances. Replacement of irrigation labor costs to be included in this bid. Materials and supplies for the replacement of irrigation may be provided by Contractor for an additional fee if pre-approved by the Project Manager or his or her representative. Each such system must include: backflow prevention devices, electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, quick cover boxes, valve box covers, all utility covers, main lines, control wiring, lateral lines, all fittings and riser assemblies, hose bibs, sprinkler heads, vandal-proof enclosures and any other irrigation related items. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise pre-approved by the Project

Manager or his or her representative. All other irrigation replacement shall be subject to approval by the Project Manager or his or her representative. Contractor shall maintain all irrigation equipment in good working condition such that it shall function properly at all times. Contractor shall regularly inspect irrigation systems, including a sprinkler coverage test, on designated service days. As determined by the City, all routine maintenance labor shall be provided at the Contractor's expense. Additional repair and replacement items not considered routine maintenance will be a separate item subject to the City's Public Projects bid requirements. Contractor shall turn off all irrigation controllers during periods of rain and turn them back on and reprogram them at the end of the rainy period.

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Watering schedule and maintenance of irrigation systems must adhere to the City's Water Ordinance No. 2810.

Once City notifies Contractor of any irrigation related issues, Contractor must respond within 24 hours with a resolution.

1000-6 *TURF WEED CONTROL*

Contractor shall keep all turf grass areas weed-free and treated for broadleaf weed control according to the Service Level listed in the Chart; for example, in a district with Service Level A, Contractor shall complete, control and eradicate all weeds weekly. Contractor shall do this for that particular district with a product to be pre-approved by the Project Manager or his or her representative.

Contractor shall ensure that all curbs and gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures are free of all weeds. Herbicides may be used for weed control upon prior approval by the Project Manager or his or her representative.

SECTION 2000. SHRUB, VINE AND GROUNDCOVER MAINTENANCE**2000-1 *PRUNING AND EDGING.***

The Contractor shall prune all shrubs, groundcover and vines. Shrubs shall be pruned as needed for natural shape, pest control and line of site issues for safe flow of traffic to the satisfaction of the Project Manager or his or her representative. Contractor shall prune according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Contractor shall prevent all plant growth from entering onto the walkways, roadways, hard surface areas, and along fences and walls. Contractor shall remove faded or dead flower heads or their stalks and plant leaves on a weekly basis or according to the Service Level listed in the Chart for that particular district. Contractor shall remove in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is pre-approved by the Project Manager his or her representative. Vines on walls shall be maintained at a height 4-6" below the top of the block wall and a depth no greater than four inches (4") from the wall.

2000-2 *GROUNDCOVER PRUNING.*

Groundcover shall be pruned as needed, according to the Project Manager or his or her representative, to maintain separation away from base of trees, shrub masses, and hardscapes. All pruning debris shall be removed from the site.

2000-3 *FERTILIZATION.*

Contractor shall make recommendations as to the proper formulation and rates of fertilizers to maintain healthy, vigorous, growing plants according to the Service Level listed in the Chart for that particular district. Final approval regarding which products to be used will be the responsibility of the Project Manager or his or her representative. Contractor shall apply any minor nutrients needed to maintain healthy plant material. Please refer to section 1000-3 for additional Fertilization information.

2000-4 *INSECT AND DISEASE CONTROL.*

On designated service days, Contractor shall inspect and treat for any insect or disease related problems.

2000-5 *WATER.*

Contractor shall monitor moisture levels in irrigated and in non-irrigated bed areas and report any problems, in writing, that may be present during maintenance visits. Contractor is responsible for damage to plants that were not reported to the City in writing and shall be responsible for replacement of these items. All watering must adhere to the City's Water Ordinance No. 2810.

Any standing water or puddles created in thoroughfares and paths of travel must be removed.

2000-6 *BED WEED CONTROL.*

Contractor shall control weeds in bed areas by mechanical, physical and chemical methods. Bed areas are to be maintained to control and strive to eliminate weeds. For example, in a district with Service Level A, Contractor shall inspect, control and eradicate all weeds weekly.

SECTION 3000. TREE MAINTENANCE**3000-1 *PRUNING.***

The Contractor or his or her representative shall possess a valid Arborist certification from the International Society of Arboriculture or similar program approved by the City. This Arborist must oversee all pruning work including root pruning and certifying all Work meets requirements. All pruning work shall conform to the current ANSI A300 5.3 Pruning Standard in conjunction with the International Society of Arboriculture Publication. Cleaning shall consist of selective pruning to remove one or more of the following parts: dead, diseased, crossing, touching, and broken branches. Thinning shall consist of selective pruning to reduce density of live branches. Thinning should result in an even distribution of branches on individual limbs and throughout the crown of the tree. Raising shall consist of selective pruning to provide specified vertical clearance. Reduction shall consist of selective pruning to decrease height and/or spread as specified. Safety pruning is to trim a tree given careful consideration to the tree

site, surroundings, height, overhang and potential of failure. Pollarding, topping and lion tailing shall be considered unacceptable pruning practices for trees.

Contractor shall prune, shape and structure trees according to the Service Level listed in the Chart for that particular district and root pruning as needed; for example, in a district with Service Level A, Contractor must selectively prune shrubs trees as required to prevent encroachment and maintain the shrub's and tree's natural form.

There shall not be any removal of trees under this Contract. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning is to be scheduled according to the Service Level listed in the Chart for that particular district. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A four inch (4") ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots. Roots growing around base of tree causing girdling to the trunk area are to be removed. Branches with growth that is crossing or causing rubbing shall be removed to ensure the health of the tree.

Contractor shall remove and dispose of dead or dying palm fronds weekly. Dying palm fronds shall be pruned in a manner that the remaining cut frond stub is cut as close to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to current ANSI A300 standards and ISA tree pruning guidelines in conjunction with the International Society of Arboriculture Publication.

3000-2 *FERTILIZATION.*

Contractor shall fertilize all palm trees using a combination of blood meal and Agriform (slow release) tablets as needed by installing eight (8) holes around the palm trees. These holes shall be two inches (2") in diameter by twelve inches (12") deep and shall be uniformly located around the base of the palm trees, filled with blood meal, and completely watered in. All other trees shall be maintained in accordance with current ANSI A300 fertilization standards in conjunction with the International Society of Arboriculture Publication.

3000-3 *INSECT AND DISEASE CONTROL.*

On designated service days, Contractor shall inspect and treat for any insect- or disease-related problems. Contractor is required to notify City and make recommendations, in writing, of all other trees that may need supplemental insect and disease control.

3000-4 *WATER.*

The Contractor shall provide proper watering of trees, whether done by automated irrigation systems or manually with the use of a hose. Trees shall be maintained in an upright manner and shall be staked as necessary to maintain this position per ANSI guidelines. Watering must adhere to the City's Water Ordinance No. 2810.

3000-5 *STAKING.*

The Contractor will attach tree stakes as needed to support tree growth. The Contractor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. The Contractor

shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract per ANSI guidelines.

SECTION 4000. GENERAL SITE MAINTENANCE

4000-1 LITTER AND DEBRIS CONTROL.

All areas of maintenance responsibility, including but not limited to paved parking that is not on-street parking in front of residences, shall be kept free of all trimmings, grass cuttings, dirt, mud and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at the Contractor's expense. Litter and debris pick-up and removal shall be done according to the Service Level listed in the Chart for that particular district and shall include sidewalks adjacent to areas of responsibility. This includes curb and gutter areas.

4000-2 PARK AMENITIES

If applicable to the District, contractor must notify the Project Manager or his or her representative of any deficiencies to the park amenities including but not limited to: play structures, exercise stations, restrooms, tennis courts, benches, picnic tables, trash receptacles and mutt-mitt stations on designated service days. Contractor will be responsible for maintenance of park amenities including playgrounds, tennis courts, benches, picnic tables, trash receptacles, and dog mutt-mitt dispensers. Restrooms will be maintained through a separate janitorial contract. If Contractor notices any park amenities that need service or repair, they are to be reported to the Project Manager or his or her representative for corrective action. It is the responsibility of the Contractor to ensure paths of travel are free of any sand, wood chips, or other material that may cause a hazard.

4000-2-1 SERVICE LEVEL A

Contractor will be required to open up restrooms first thing in the morning when they arrive on property Monday – Friday. BBQ's within the parks should be checked twice per week on Mondays and Fridays. Cool coals and debris should be disposed of properly. Contractor will be required to clean the BBQ grills, pressure wash picnic pavilions and playground equipment bi-monthly May – October and monthly November – April. Additional pressure washing will be required on the day before and after a major holiday. Tennis and basketball courts are to be pressure washed every March, June, September, and December.

4000-2-2 SERVICE LEVEL B-F

Contractor will be responsible for providing maintenance to aforementioned amenities on service days.

4000-3 ELECTRICAL SYSTEM LIGHTING.

If applicable to the District, the Contractor shall regularly inspect all electrical lighting systems, including, but not limited to, all lighting fixtures, luminaires, ballasts or bulbs located on the premises of the Work site and report deficiencies to the Project Manager or his or her representative. Contractor shall inspect all lights and timers on a weekly basis. All repairs shall be handled by an outside Electrician and is not included in this contract.

4000-4 WATER AND ELECTRICAL COSTS.

The City shall be responsible for paying all water and electrical costs at the site. However, the Contractor shall make every effort to conserve these resources and must ensure that during the rainy season, all irrigation systems are turned off and turned back on per direction of the City. Watering must adhere to the City's Water Ordinance No. 2810.

4000-5 GRAFFITI

The Contractor shall be responsible to remove small amounts of graffiti (licensed plate size) as it appears upon any walkways, walls or any appurtenant structures within the areas under the Contractor's maintenance. Contractor is required to notify the Project Manager or his or her designee of any graffiti discovered. All materials and processes used in graffiti eradication shall be non-injurious to the surfaces and approved by CAL-OSHA. Materials and processes used must be approved by the Project Manager or his or her designee prior to use.

The Contractor shall include all labor and material costs for removal of graffiti from contracted areas as stated in the Service Level document. Such items for repair, removal, replacement or other corrective measures resulting from graffiti include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item within the contracted district that has been vandalized by graffiti. The Contractor shall provide all labor and material to remove graffiti within 24 hours of notification. Any graffiti deemed by the City to be excessive, major or out of the scope of the contract may be assigned to another contractor to complete the removal.

4000-6 VANDALISM AND THEFT.

The Contractor shall include all labor costs for repairs within the Bid. City to provide all materials. Such items for repair, removal, replacement or other corrective measures resulting from vandalism and theft may include but are not limited to: shrubs, trees, vines, turf, groundcover, all walls and signs, backflow devices, irrigation controllers, remote control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, or any item that has been vandalized by methods other than graffiti or have been stolen from the property. The Contractor shall make all repairs within 24 hours, unless previously approved by the Project Manager or his or her representative, to remove, replace or otherwise correct items affected by vandalism and theft.

4000-7 LANDSCAPE REPLACEMENT.

Contractor must replant landscape areas that fail to thrive as a result of the Contractor or its maintenance or horticultural practices. Contractor shall identify these areas and submit a list of them in writing to the Project Manager or his or her representative. All maintenance of replanted material will be the responsibility of the Contractor, whether planted by the Contractor or some other entity during the Contract Term.

4000-8 INSPECTIONS.

Upon execution of the Contract, Contractor and City will perform a thorough inspection of all landscaping and irrigation in each District to determine if there are deficient areas prior to the beginning

of services.

Contractor or representative shall be available to perform regular inspections of the Assessment District(s) with the Project Manager or his or her representative. Inspections shall occur once per month at an agreed-upon time.

4000-9 *RESPONSE AND INQUIRIES.*

The Contractor shall be required to respond (within 30 minutes) to any inquires, telephone calls, and emergency situations emanating from City staff. The Contractor shall have the ability to be contacted by phone from its office whenever such situations occur on a 24 hour basis, seven (7) days per week. Contractor shall have sufficient staff available to respond to emergencies such as emergency tree work, water main break and irrigation failure.

4000-10 *TRAFFIC CONTROL.*

Traffic control is the responsibility of the Contractor rather than of the City. If required by the City, Contractor must submit a traffic control plan to the City Traffic Engineer. The City to pay for all traffic control permits.

4000-11 *DETENTION BASIN FENCES AND GENERAL FENCE MAINTENANCE.*

If applicable to the District, on designated service days, Contractor shall perform a visual inspection, looking for missing and/or damaged parts. Monthly, the fence will be thoroughly inspected for damaged or missing bars, loose footings, and chipped paint. Plants must be trimmed away from the fence and irrigation heads must be operating in a manner as to not spray the fence. Any issue found during inspections will be reported in writing to the Project Manager or his or her designated representative. If a hazardous condition exists, Contractor must make necessary adjustments to ensure the area is safe.

4000-12 *SOFTWARE.*

Contractor will be required to utilize the Cappsure It program or any program designated by the Project Manager or his or her representative during the term of the contract. Usage of the program will include, but is not limited to property check-ins, deficiency reporting, work orders, inventory management, etc.

SECTION 5000. LANDSCAPE MAINTENANCE, FERTILIZATION, WEED AND INSECT CONTROL SPECIFICATION SHEET

5000-1 *INSTRUCTIONS FOR USE.*

All pesticides, insecticides, fertilizers, and any other chemical products must be used in strict compliance with labels and instructions. Applications must comply with all State and Federal regulations. The specifications contained herein are intended to be consistent with current label instructions. In the event the specifications conflict with instructions on the pesticide labels, the label instructions shall govern. MSDS (Material Safety Data Sheets) forms shall be placed in visible locations prior to spray applications.

5000-2 *CHEMICALS AND FERTILIZERS.*

Contractor, rather than the City, shall apply all chemicals and fertilizers.

5000-3 WEATHER.

Chemical types and applications must be applied based upon the weather conditions.

5000-4 INSECT, DISEASE AND NUTRIENT PROBLEMS.

Contractor shall control any insect, disease, or nutrient problems that may occur during the year.

5000-5 EXTRA VISITS.

Contractor shall make necessary visits during the year to correct any problems that may occur during the Contract Term.

5000-6 NUTRIENTS.

Contractor shall apply proper soil nutrients required to maintain a balanced soil. City to pay for all soil tests to determine what nutrients are needed for the soil.

5000-7 WATERWAYS RIPRAP

Contractor shall maintain the loose stone used to form the foundation for the breakwater along waterways within the District. This includes the treatment and abatement of weeds and removal of any debris from the riprap.

5000-8 VERTEBRATE (PEST) CONTROL.

Gopher and rodent problems are to be addressed according to the Service Level listed in the Chart for that particular district. Vertebrate pest control abatement shall include the following locations but are not limited to turf, planter beds, shrubbery, vines, groundcover or in association with tree maintenance. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager for pre-approval. All other vertebrate pest problems shall be handled on a case-by-case basis.

5000-9 RESTROOM MAINTENANCE

Contractor will be asked to bid on daily restroom maintenance Monday – Sunday, including holidays, for the one restroom located at Westport Park. Restroom is to be opened at dawn and closed at dusk. Closure times will be dependent on the time of year. Services will consist of cleaning and sanitizing restrooms, removing all urine or feces from walls, fixtures or other implement within the restroom, removal of all trash from restroom, and restocking of the restrooms. Contractor will be given access to the pipe chase room for all supplies to provide maintenance to the restroom. Contractor will notify Project Manager of any vandalism or plumbing issues immediately so they can be rectified.

5000- 10 SUPPLEMENTAL LABOR

At the request of the Project Manager, Contractor may be asked to provide supplemental labor for additional landscape maintenance tasks within the CFD that include but are not limited to replanting

projects, trash/debris removal, and amenity maintenance. Contractor will be asked to provide costs for a crew of four (4) per hour on the bid sheet.

SECTION 6000. MISCELLANEOUS ITEMS

6000-1 REPORTS

Contractor will be required to check in on Cappsure It and report daily work being performed on designated service days with pictures and comments detailing work that has been completed. Contractor's lead worker(s) and irrigation tech(s) *might* be required to keep the Cappsure It app active on device for the duration of time while on site. The Contractor will be required to provide tree and plant health inspection reports monthly in a "Cappsure It" maintenance report for the entire property. Contractor will provide a monthly report detailing tasks that have been completed and those still in progress. This report should reference both deficiencies addressed by the Cappsure It inspection report and feedback provided by the Project Manager or his or her representative. Contractor will provide a Cappsure It report on irrigation deficiencies that were discovered, their repair and any additional irrigation tasks that need to be completed on designated service days. Contractor should provide photographs of any repairs or enhancements made to a location within the designated maintenance area along with any necessary comments or feedback in regards to work order concerns.

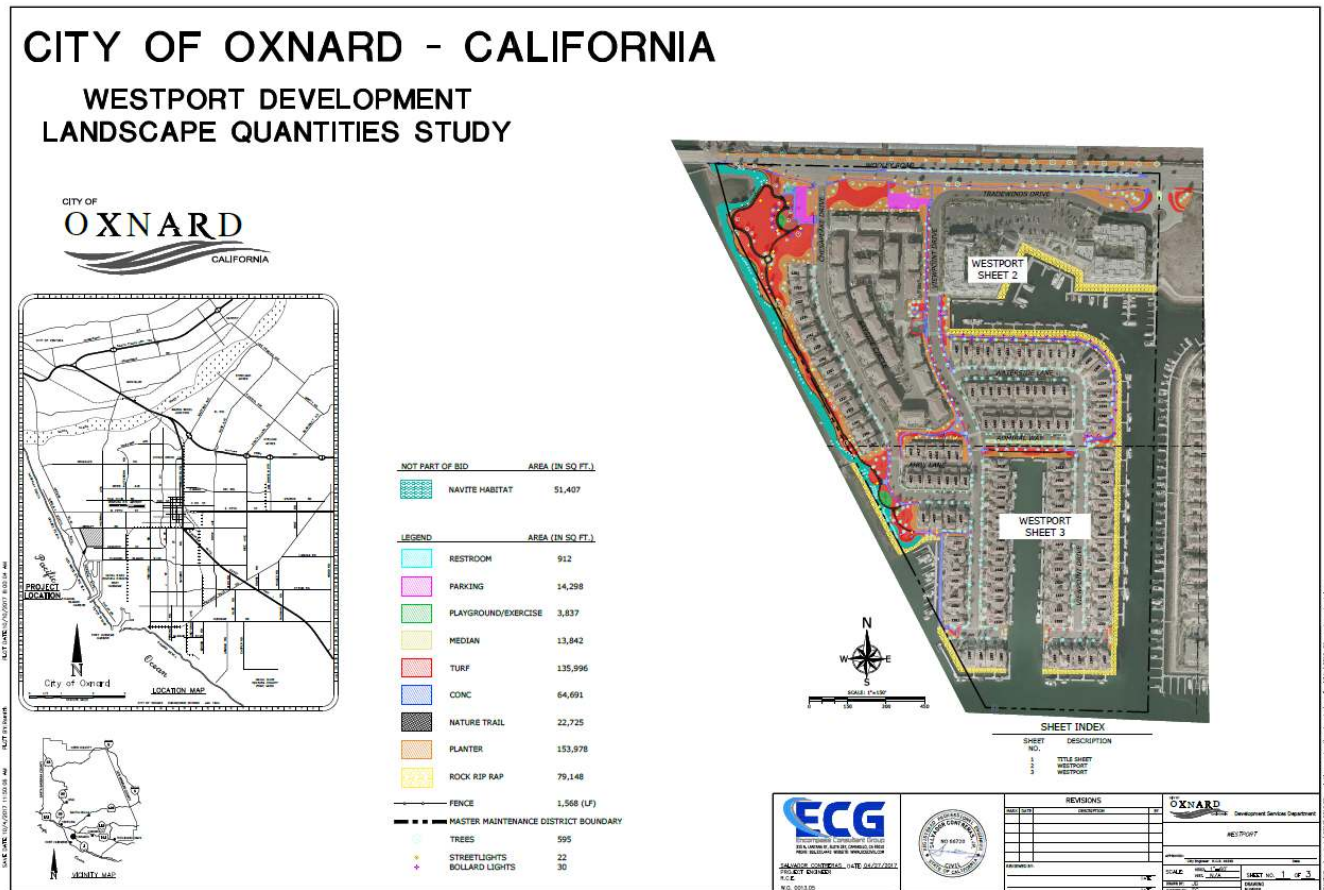
6000-2 REFUSE DISPOSAL

Contractor will be required to dispose of all green waste within the Oxnard City limits either through drop off at the Del Norte Transfer Station or through the use of City contracted trash removal services.

6000-3 INCREASES FOR CONSUMER PRICE INDEX (CPI)

The Contractor will be authorized to include a 2% CPI increase for the second and third year of the contract. The increased calculations will be included in the contract total and detailed in the staff report provided to the City Council for approval.

WESTPORT DISTRICT SITE MAP

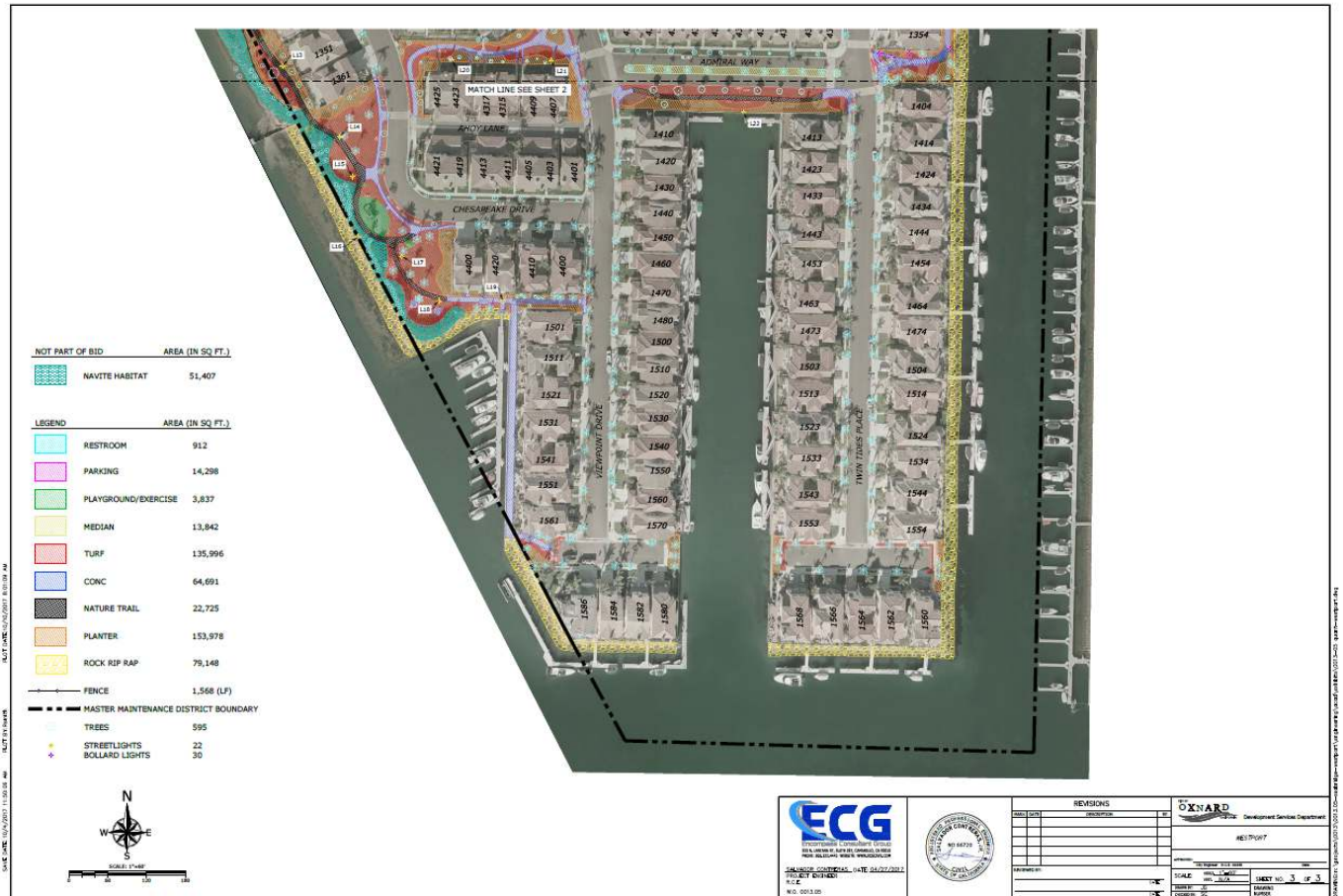


City of Oxnard
Purchasing Department



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RATES AND COSTS EXHIBIT

WESTPORT CFD 2						
Services	2021		2022		2023	
	Monthly	Annual	Monthly	Annual	Monthly	Annual
Landscape Maintenance	\$14,740	\$176,880	\$15,035	\$180,420	\$15,336	\$184,032
Restroom Maintenance (M-Su/Holidays)	\$2,730	\$32,760	\$2,785	\$33,420	\$2,840	\$34,080
	Hourly Rate	Annual Amount	Hourly Rate	Annual Amount	Hourly Rate	Annual Amount
4 Man Crew Hourly Rate	\$180	\$15,000	\$184	\$15,000	\$188	\$15,000
Total		\$224,640		\$228,840		\$233,112
Grand Total	\$686,592					

Rates in 2022 and 2023 refelect a 2% CPI increase for each year and service.

BID FOR MAINTENANCE OF WESTPORT COMMUNITY FACILITIES DISTRICT

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Westport Community Facilities District ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed and materials to be furnished.

2. 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 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 its breakdown or contents, or divulged information or data relative to that Bid price, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent of such entities, to effectuate a collusive or sham Bid and has not paid and will not pay any person or entity for such purpose.

3. The Bid includes all taxes, fees, transportation and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.

4. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.

2. If the Contract is awarded to Bidder, within fourteen (14) Calendar Days, Bidder shall execute the Contract and all Addenda, submit the required insurance documentation and provide a copy of its business license.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	<u>9-23-2020</u>	#03	<u>9-23-2020</u>
#02	<u>9-23-2020</u>	#04	<u>9-30-2020</u>

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 October 12, 2020 [date], at Oxnard [city], California [state].

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc.

Signature: Tenley Garcia

Title: Secretary

Print: Tenley Garcia

Date: 10-12-2020

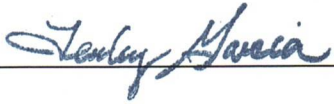
CITY OF OXNARD BID SHEETS FOR MAINTENANCE OF WESTPORT COMMUNITY
FACILITIES DISTRICT

District Name	MONTHLY SERVICE LEVELS BID MONTHLY COST		Total (for each row)
	A Level of Service ¹	B Level of Service ¹	
Westport CFD	\$ 14,740.-	\$ 10,300.-	\$ 25,040.-
Additional Services²			
Restroom Maintenance (M- Su/Holidays)	\$ 2,730.-		
4 Man Crew (hourly rate)	\$ 180.-		

¹ Please refer to City of Oxnard Landscape Maintenance Service Levels and Frequency of Operations for Assessment Districts Chart, available at the end of the Special Provisions, for service levels and frequency of operations.

² Additional services will not be calculated towards the bid award and are additive deductive items that may or may not be added to the contract.

Bidder's Name (Company): Garcia's Landscaping Maintenance Inc Date: 10-12-2020

Print: Tenley Garcia Signature:  Title: Secretary

City of Oxnard
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A. Business name and legal business status (i.e. partnership, corporation, etc.).

BIDDER'S RESPONSE: Garcia's Landscaping Maintenance Inc. Corporation

B. Company overview and disclosure of services or activities performed, including:

- i. The City of Oxnard is a public agency with a City Council composed of elected officials. The elected officials are restricted from voting on any action concerning a contract whose owners have made a campaign contribution of \$250 or more in the previous 12 months. To assist them in their decision making process, please indicate the owners of the company and if any contributions were made to the Elected Officials.
- ii. Company hierarchy (President, Vice President, Company Officers, etc.) and an organizational chart. The organizational chart shall clearly identify all staff members that will provide services under this contract.
- iii. The number of years in business under the present business name, as well as prior business names, and the number of years of experience providing the proposed, equivalent or related services.
- iv. Location of the office from which the work under this contract will be provided and the staff allocation at that office.

i. **BIDDER'S RESPONSE:** Teuley Garcia + Pablo Garcia - No Contributions

ii. **BIDDER'S RESPONSE:** Pablo Garcia - President / Teuley Garcia, Secretary

iii. **BIDDER'S RESPONSE:** 38 yrs

iv. **BIDDER'S RESPONSE:** 2101 Hughes Dr. Oxnard, CA. 93033

C. Provide any financial interests in any other business. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement. If exempt, please indicate with an "N/A" in the box below.

BIDDER'S RESPONSE: N/A

D. An explanation of any litigation involving the Bidder or any principal officers thereof in connection with any contract. Is your firm, or the principals associated with your firm, under investigation, being sued, suing, or affiliated in any lawsuit or alternative dispute resolution with any governmental agency? If so, please provide details.

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BIDDER'S RESPONSE: *No*

- E. List the members of your organization who are authorized to negotiate and execute an Agreement.

BIDDER'S RESPONSE: *Pablo Garcia / Tenley Garcia.*

F. Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

Bidder shall specifically provide the following information on all employees to be providing services related to this RFB:

- i. Position Title
- ii. Current Responsibilities
- iii. Qualifications/Experiences
- iv. Education
- v. Certifications/licenses, if applicable
- vi. List other pertinent information that will assist in evaluating Bidder's qualifications.

i. **BIDDER'S RESPONSE:** *Please see Attachment A.*

ii. **BIDDER'S RESPONSE:**

iii. **BIDDER'S RESPONSE:**

iv. **BIDDER'S RESPONSE:**

v. **BIDDER'S RESPONSE:**

vi. **BIDDER'S RESPONSE:**

Bidder can add as many sections to this bid response box as they need to state all employees providing services.

City of Oxnard
Purchasing Department

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**ATTACHMENT A
COMPANY INFORMATION**

Name of Company: Garcia's Landscaping Maintenance Inc.

Address: 2101 Hughes Dr. Oxnard, CA. 93033

Service to provide: Landscaping Maintenance

Main Point of Contact: Tenley Garcia

Fed Tax ID: 45-1172673 City Tax ID: 20-00101816

E-mail: garciasbiz@gmail.com Phone: 805-479-0168

6.0 Credentials/Resumes/Certifications/Licenses:

This section shall state all employees/subcontractors responsible for administering or providing services. Provide a summary list of the organizational personnel that will actively participate and contribute their skills to this project. Include in this list the individual's name, job title, work location and relevant experience in projects of similar size and complexity. (Responses may be one page per individual.)

7.0 Bidder shall specifically provide the following information on all employees to be providing services related to this solicitation: (Bidder can add as many sections to this bid response box as they need to state all employees providing services.)

- a. Position Title
- b. Current Responsibilities
- c. Qualifications/Experiences
- d. Certifications/licenses, if applicable
- e. List other pertinent information that will assist in evaluating Bidder's qualifications.

a. **BIDDER'S RESPONSE:** Please See attached pages 1-5.

b. **BIDDER'S RESPONSE:**

City of Oxnard
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c. **BIDDER'S RESPONSE:**

d. **BIDDER'S RESPONSE:**

e. **BIDDER'S RESPONSE:**

CERTIFICATIONS

I, Terley Garcia, a duly authorized agent of Garcia's Landscaping Maintenance Inc.
Printed Name of Agent/Officer **Name of Organization**

hereby certify that Garcia's Landscaping Maintenance Inc. by submission of this proposal in response to the
Name of Organization

solicitation, agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature: Terley Garcia

Date: 10-12-2020

Title of Agent/Officer: Secretary

"Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed."

City of Oxnard
Purchasing Department

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ATTACHMENT B
CITY OF OXNARD
SIGNATURE SHEET, AFFIDAVIT

I, Tenley Garcia
depose and say that I am Secretary
("Sole Owner", "A Partner", "President", or other proper title)
of Garcia's Landscaping Maintenance Inc.
Name of Bidder

Whoever submits this proposal to the City of Oxnard declares:

1. That the bidder has read these bid documents and specifications, will abide by and agrees to the conditions herein, and does hereby propose to furnish all equipment required for the item totals listed in the Bid Proposal.
2. That this bid is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named, and that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure an advantage over any other bidder.
3. That the addenda indicated on page 1 of this proposal are acknowledged.

I certify or declare under penalty of perjury that the foregoing is true and correct and I am an authorized agent to submit bids.

Tenley Garcia
Signature

City of Oxnard
Purchasing Department

Solicitation # SD21-13
Bid Close Date: 10/13/2020 at 2:00 pm PT

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2852

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
ESTABLISHING A SMALL LOCAL BUSINESS
PURCHASING PREFERENCE PROGRAM

WHEREAS, the unemployment rate in the City of Oxnard in recent years consistently has been higher than the unemployment rate of other cities in Ventura County and in the State, and

WHEREAS, the Council finds it necessary, desirable, and in the best interests of the City to establish a small business preference program in order to attract businesses to Oxnard, to retain businesses, and to increase employment and reduce competitive barriers faced by small local businesses; and

WHEREAS, the City is authorized by its municipal affairs authority and state law to establish such a program.

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

Part 1. In cases where the Oxnard City Code requires a written competitive bid for the purchase of goods or services, in determining the lowest responsible bidder when responsibility and quality are equal, a credit in a percentage of the bid submitted by the lowest responsible bidder meeting specifications shall be given to a bidder that meets the definition of a "Small Local Business" in this ordinance as follows: 5% of the amount up to \$500,000; 4% of the amount between \$500,001 and \$750,000; 3% of the amount between \$750,001 and \$1,000,000; 2% of the amount between \$1,000,001 and \$1,250,000 and 1% of the amount between \$1,250,001 and \$1,500,000. For example, if the lowest responsible bid is \$1,000,000, the preference would be \$42,500 ($\$500,000 \times .05 + \$250,000 \times .04 + \$250,000 \times .03$). The preference applies to all contracts, including contracts over \$1,500,000, but the amount of the preference is limited as provided herein, so that the maximum preference is \$50,000.

Part 2. "Small Local Business" shall mean a business entity that has for at least thirty six (36) months immediately preceding submittal of its bid held a current business license issued by the City and maintained its principal business office within the City's geographic boundaries, and has average annual gross receipts of twenty million dollars (\$20,000,000) or less over the thirty six (36) months immediately preceding submittal of its bid, and that employs fewer than one hundred (100) employees at least fifty percent (50%) of whom are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid.

Part 3. As an alternative to the employment requirements described in Part 2, and only with respect to trade services or construction contracts to perform which the contractor intends to

ATTACHMENT C

City of Oxnard
Purchasing Department

Solicitation # SD21-13
Bid Close Date: 10/13/2020 at 2:00 pm PT

Ordinance No. 28524

Page 2

hire employees or to subcontract, a contractor submitting a bid shall satisfy the resident employment requirements for obtaining preference as follows. With the submission of its bid, the contractor shall submit a certification under penalty of perjury that it has verified its own proposed employee base for performance of the contract and confirmed with all subcontractors providing bids used to formulate the contractor's bid, all of whom have subcontracted with or will subcontract with the contractor, that at least 50% of the labor hours devoted to performance of the contract will be provided by residents of the City of Oxnard. During, or within one year after performance of the contract, the City Manager or designee shall have the right to audit all the contractor's records to confirm the accuracy of the contractor's certification and the contractor shall provide to the City all documents (including subcontractors' records) appropriate to perform such an audit. Should it be determined after such audit by the City Manager that the requirements of this Part 3 have not been met or should the contractor not upon request provide documents sufficient for the audit required by this Part 3 to be performed, the contractor shall be required to pay upon demand to the City the entire amount of any preference granted, which amount may be withheld from any payment otherwise due the contractor. The foregoing is in addition to any other consequences which may be imposed upon the contractor for violation of the provisions of a City ordinance. The City Manager's determination under this Part 3 may be reviewed pursuant to sections 1 – 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 4. The principal business office shall mean the place where the principal officers or owners generally transact business and the place to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business. Subject to review by the City Manager or designee, the requirements to obtain a Small Local Business preference may be established by submission with the bid of certification under penalty of perjury that the business meets such requirement, including a list showing all employee addresses and affirming that the employees have granted permission for the use of their addresses.

Part 5. The City Manager or his designee shall determine whether a business is a Small Local Business under this ordinance, including whether the principal office of the business is in the city, and whether employees are residents of the City. The City Manager's determination shall be final and not appealable under any provision of the City Code, except for the determination described in Part 3.

Part 6. The City Manager may adopt or instruct the purchasing agent to adopt such regulations, applications and forms as the City Manager determines are appropriate to implement the provisions of this ordinance.

Part 7. The provisions of this ordinance shall not apply when the Small Local Business preference described herein is contrary to or precluded by requirements of State or federal law or contrary to or precluded by requirements of a State or federal funding source or program providing assistance to the City for the particular project.

Part 8. In addition to any other consequence which may be imposed for violation of a City ordinance, the City Manager may prohibit a business entity which he determines has falsely claimed to be a Small Local Business from bidding on City contracts for a period of up to five

City of Oxnard
Purchasing Department

Solicitation # SD21-13
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Ordinance No. 2852
Page 3

years. The City Manager's determination may be reviewed pursuant to sections 1 -- 55 et seq., of the City Code, enacted by Ordinance No. 2840.

Part 9. Within fifteen days (15) after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City.

Part 10. Ordinance No. 2852 was first read on Dec. 6, 2011, and finally adopted on Dec. 13, 2011, to become effective thirty days thereafter.

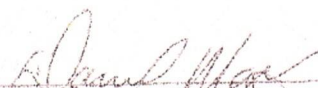
AYES: Councilmembers Holden, MacDonald, Flynn, and Ramirez.

NOES: None.

ABSENT: Mayor Pro Tem Pinkard.


Dr. Thomas E. Holden, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Alan Holmberg, City Attorney

City of Oxnard
Purchasing Department

Solicitation # SD21-13
Bid Close Date: 10/13/2020 at 2:00 pm PT

ATTACHMENT D

LOCAL BUSINESS QUALIFICATION AFFIDAVIT

The City of Oxnard's Local Business Preference may be applied to this solicitation. If you qualify for this preference, this form must be submitted along with each bidder's response to this solicitation. If a Bidder fails to provide a completed Local Business Qualification Affidavit form with their bid submittal, the Bidder may be disqualified from obtaining local preference. It is the sole responsibility of the Bidder to identify local preference with each bid submittal. Reference Ordinance 2852.

Definition of Local Business

A local business shall mean a business firm meeting the following requirements:

1. Fixed offices located within the geographical boundaries of the City of Oxnard, authorized to perform business within the City, and in doing so, holds a current City Business license, and provides, produce/s, or performs contracted work using employees, of whom the majority are physically located in said local offices, and
2. A City of Oxnard business street address, shall be open and staffed during normal business hours with an annual gross receipts of twenty million dollars (\$20,000,000) or less thirty-six months (36) and,
3. Employee fewer than one hundred (100) employees at least fifty percent (50%) Oxnard residents, per the Ordinance. (Refer to Ordinance 2852).
4. Post office box numbers shall not suffice to establish status as a "local business."

Additional supporting documentation is required to verify qualification includes:

1. A copy of a current BOE 531-A and/or BOE 530-C form (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. A current business license if required.
3. Proof of the current business address. The business address must match for points 1, 2 and 3.

Business Name: Garcias Landscaping Maintenance Inc.

Physical Address: 2101 Hughes Dr. Oxnard, CA. 93033

Phone: 805-479-0168 E-Mail: garciasbiz@gmail.com

Date Principal Business Address Established: 02/2011 No. of Company Employees at this address: 47

If less than 36 months, list previous City of Oxnard location: _____

City Business License No.: 98183 Taxpayer Identification No. (TIN): 45-1172673

Primary function of this location (i.e., sales, distribution, production, corporate, etc.):

Corporate

Signature of Company Official Tenley Garcia Date 10-12-2020

Print Name, Title Tenley Garcia, Secretary

Submittal of false data will result in disqualification of local preference and/or doing business with the City of Oxnard.



ADDENDUM NO. 1

#SD21-13 - Landscape Maintenance of Westport Community Facilities District (CFD)

September 30, 2020

CERTIFICATION OF RECEIPT OF ADDENDUM

I certify that I have received this Addenda on behalf of the company listed below.

Signed:

Tenley Garcia

Dated: 10-12-2020

Print Name:

Tenley Garcia

Title: Secretary

Company:

Garcia's Landscaping Maintenance Inc.

Email:

garciasbiz@gmail.com

ADDENDUM NO. 1

1.0 This addendum is considered to be part of the solicitation. All other terms of the solicitation remain unchanged and in effect. This addendum is intended to provide additional information and/or to change requirements in the above referenced solicitation. Any information contained herein will be considered part of the solicitation and as such will be used in the evaluation of the bid responses. Attention all potential bidders, if you have already submitted your proposal prior to the bid closing date, please review this addendum and re-submit your bid response, should this addendum modify your initial bid response.

1.1 To verify that all Bidders have received a copy of this addendum, please sign the cover page of this addendum and submit it with your proposal on Public Purchase.

2.0 Clarification from the City:

Vendor meeting: October 1, 2020 between 3:00p.m. – 4:00p.m.

Vendor meeting to be held at the Westport Park located at 1101 Chesapeake Drive for maintenance tour.

End Addendum (No.1)

INSURANCE EXHIBIT

Exhibit 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. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

2. 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.

3. 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).**

4. 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.

5. 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.

6. 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.

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INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A**

SPECIFY COMPANY NAMES IN THIS SPACE

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

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; 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: Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
PRODUCER		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
Telephone: _____ NAMED INSURED	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
TYPE OF INSURANCE ☐ 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	
☐ Claims Made ☐ Retroactive Date _____ ☐ Occurrence		OTHER PROVISIONS	
COVERAGES ☐ 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: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ <i>(original signature required)</i> Telephone: () _____ Date Signed _____	

Rev. 10/20

INS-D.doc

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
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: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____	

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1**Living Wage Policy**

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than \$16.30 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2020**

42. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$16.30 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2021, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1982-84=100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

a. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

b. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

c. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

d. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor 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. Vendor shall perform the Project as a public work. Vendor 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. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor 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. Vendor 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 Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor 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. Vendor 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 for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor 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. This provision does not apply to construction, alteration, demolition, installation or repair work of \$25,000 or less or to maintenance work of \$15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day’s work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit \$25 for each worker employed in the performance of this Agreement by Vendor 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 Vendor’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. Vendor 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. Vendor 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. Vendor 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, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from 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 Vendor, 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 attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

Landscape Maintenance	Service Level A	Monday - Friday
Restroom Maintenance	Daily	Monday – Sunday/Holidays
4 Man Crew	Hourly Rate	As Needed: Scheduled by Project Manager

Schedule of Services will be rendered as detailed in the *City of Oxnard Service Levels and Frequency of Operations for Assessment Districts* document that was included in the Bid Specification and attached herein. Each District will received services based on their designated Service Level and available funding. At anytime, under the direction of the Project Manager or his or her representative, a 30 Day Notice to the contract can be provided to change the Service Level for any respective District.

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 5**

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
	None					X

Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

Pest Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
	Not performed					X

Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

City of Oxnard
Purchasing Department



Solicitation # SD21-13
Bid Close Date: 10/13/2020 at 2:00 pm PT

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 5**

Irrigation		Frequency	Level of Service					
			A	B	C	D	F	
Inspect and adjust/repair as needed		Daily	X					
		Every two weeks		X				
		Every Third week			X			
		Quarterly				X		
		Respond to complaints					X	

Pruning and Trimming Schedule		Frequency	Level of Service					
			A	B	C	D	F	
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X					
		Monthly		X	X			
		Quarterly				X		
		Semi-annually					X	
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X					
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X				
	Trim as needed to prevent encroachments or hazards				X	X		
	Report encroachments or hazards						X	

REQUEST FOR BUDGET APPROPRIATION

Department: Public Work/Special Distri
Date: December 15, 2020
Project/Program
Manager: Jeri Cooper
Phone: 805-200-5334
Reason for Appropriation:

Budget appropriation to Fund 175 Westport CFD 2 for Agreement A-8244 for Fiscal Year 2020-21 for Landscape Maintenance Services.

Accounts and Descriptions
AMOUNT
Fund: 175 Westport CFD 2

Expenditures/Transfers Out

175-1606-805-8209	CONTRACTS AND SERVICES/OTHER-PROF	21,788
	Sub-total Expenditures	21,788

Net Change to Fund Balance	(21,788)
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Net Appropriation Change	21,788
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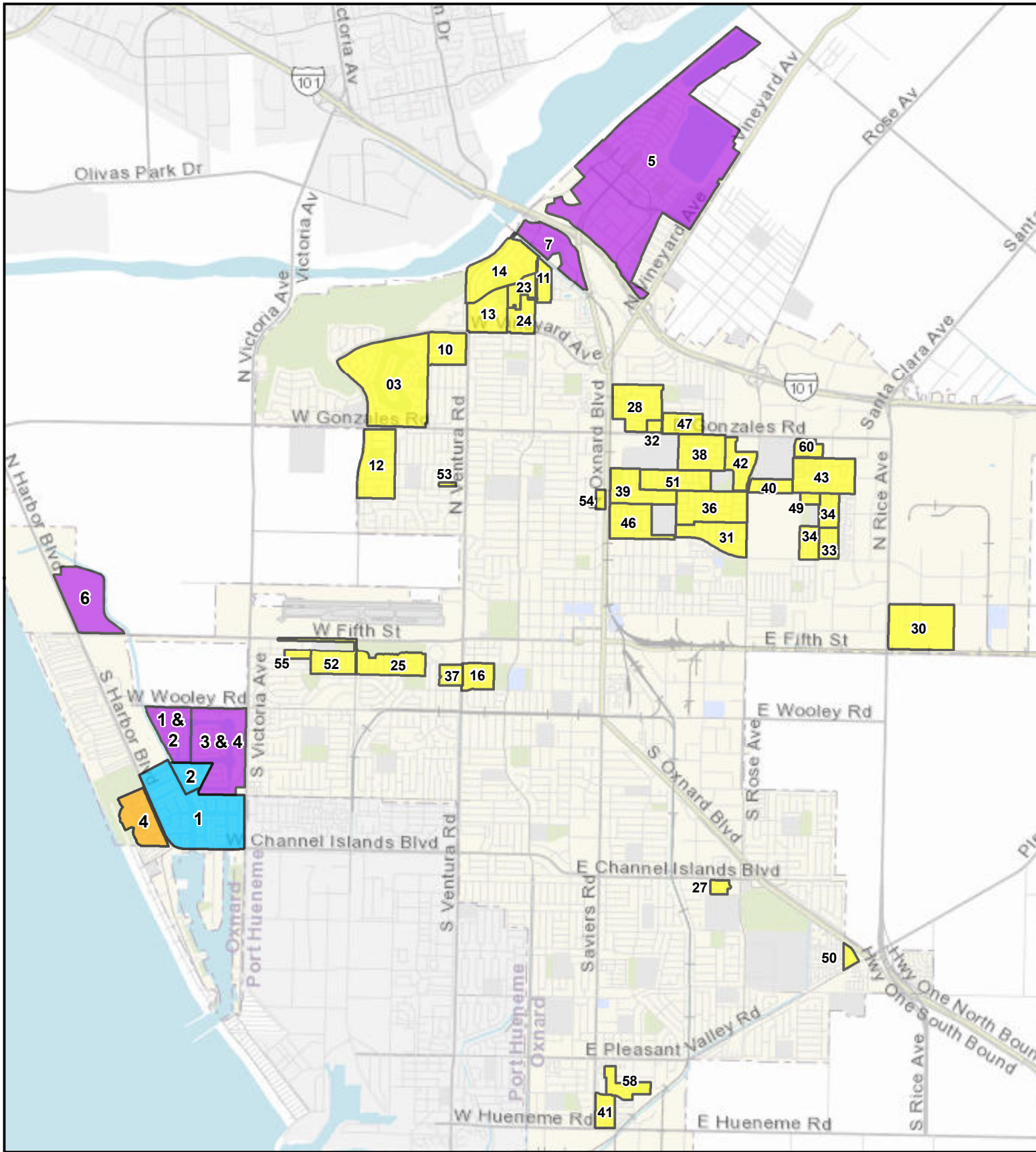
Approvals

Department Director

Chief Financial Officer

City Manager

CITY OF OXNARD ASSESSMENT DISTRICTS



- Maintenance Assessment District (District No.)
- Community Facilities District (District No.)
- Waterway Assessment District (Zone No.)
- Landscape Maintenance District (District No.)

CITY OF OXNARD – SPECIAL DISTRICTS

LANDSCAPE MAINTENANCE DISTRICT * COMMUNITY FACILITIES DISTRICTS
WATERWAYS ASSESSMENT DISTRICTS * MAINTENANCE ASSESSMENT DISTRICTS

COMMUNITY FACILITIES DISTRICTS	
1 & 2 – Westport at Mandalay Bay	6 – Northshore at Mandalay Bay
3 & 4 – Seabridge at Mandalay Bay	7 – Wagon Wheel
5 – Riverpark	

LANDSCAPE MAINTENANCE DISTRICTS		
3 – Riverridge	31 – Rancho De La Rosa	43 – Greenbelt
10 – Country Club	32 – Oak Park	46 – Daily Ranch
12 – Standard Pacific	33 – El Paseo	47 – Sycamore Place
13 – Le Village	34 – Sunrise Pt/Sunset Cove	49 – Cameron Ranch
14 – California Cove	36 – Villa Santa Cruz	50 – PV Senior Housing
16 – California Lighthouse	37 – Pacific Cove	51 – Pfeiler
23 – Greystone	38 – Aldea Del Mar	52 – Wingfield
24 – Vineyards	39 – El Sueno Promesa	53 – Huff Court
25 – The Pointe	39 – DR Horton	54 – Meadowcrest
27 – Rose Island	40 – Cantada	55 – Wingfield West
28 – Harborside	41 – Pacific Cove	58 – Westwind
30 – Haas Automation	42 – Cantabria/Coronado	60 – Artisan

MAINTENANCE ASSESSMENT DISTRICT
4- Mandalay Beach/Colony

WATERWAYS ASSESSEMENT DISTRICTS	
Zone 1 – Mandalay Bay	Zone 2 – Harbour Island

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 5**

Turf Maintenance Schedule	Frequency	Level of Service				
		A	B	C	D	F
Mowing, Edging & Trimming around sprinkler heads	Weekly	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X
Aerate to relieve compaction and stress	3x per Year	X				
	Annually		X	X	X	
	Not Performed					X
Dethatch (remove thatch layer to promote growth)	Annually	X	X	X		
	Not performed				X	X
Overseed Stressed Areas	Bi-Annually	X				
	Annually		X	X		
	Not Performed				X	X

Fertilization Schedule	Frequency	Level of Service				
		A	B	C	D	F
Turf	Quarterly	X				
	Bi-annually		X			
	Annually			X	X	
	None					X
Shrubs, Ground Cover and Vines	Monthly	X				
	Quarterly		X			
	Bi-annually			X		
	Annually				X	
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Trash and Debris Removal	Frequency	Level of Service				
		A	B	C	D	F
Entire Area including but not limited to: Turf, Shrubs, Groundcover and Gutters	Daily	X				
	Weekly		X	X	X	
	Monthly					
	Not Performed					X

Graffiti	Frequency	Level of Service				
		A	B	C	D	F
Inspect and remove as needed	Daily	X				
	Weekly		X			
	Every two weeks			X		
	Monthly				X	
	When reported					X

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		A	B	C	D	F
Complete control and/or eradication of all plant pests within the landscape on designated service days	Spray and Treat as required	X	X	X	X	
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Weed Control Schedule	Frequency	Level of Service				
		A	B	C	D	F
Complete control and/or eradication of all weeds within the landscape as scheduled	Daily	X				
	Every 2 Weeks		X			
	Every Third Week			X		
	Monthly				X	
	Quarterly					X

City of Oxnard
Purchasing Department



Solicitation # SD21-13
Bid Close Date: 10/13/2020 at 2:00 pm PT

**City of Oxnard Landscape Maintenance Service Levels and Frequency of
Operations for Assessment Districts Version 5**

Irrigation		Frequency	Level of Service					
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		Every two weeks		X				
		Every Third week			X			
		Quarterly				X		
		Respond to complaints					X	

Pruning and Trimming Schedule		Frequency	Level of Service					
			A	B	C	D	F	
Groundcover/ Vines/Shrubs	Trim to prevent encroachment	Weekly	X					
		Monthly		X	X			
		Quarterly				X		
		Semi-annually					X	
Trees	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks monthly		X					
	Maintain all trees in their natural shape to 13.5' above street and 9' above sidewalks quarterly			X				
	Trim as needed to prevent encroachments or hazards				X	X		
	Report encroachments or hazards						X	



CITY COUNCIL AGENDA REPORT
PUBLIC HEARINGS
AGENDA ITEM NO. L.1

DATE: December 15, 2020

TO: City Council

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Consolidated Annual Performance and Evaluation Report for Fiscal Year 2019-20. (10/5/5)

RECOMMENDATION

That the City Council:

1. Conduct a public hearing to receive comments from the public relating to Consolidated Annual Performance and Evaluation Report for Fiscal Year 2019-20 to be submitted to the United States Department of Housing and Urban Development, Office of Community Planning and Development; and
2. Approve the City of Oxnard's Consolidated Annual Performance and Evaluation Report for FY2019-20.
(Housing and Economic Development Committee approved 3-0)

BACKGROUND

Jurisdictions receiving Community Planning and Development formula grant funds from the United States Department of Housing and Urban Development are required to prepare and submit a Consolidated Annual Performance and Evaluation Report no later ninety days after the end of the fiscal year. The United States Department of Housing and Urban Development (HUD) is waiving the regulatory requirement that within 90-days of the end of a jurisdiction's program year a grantee shall submit to HUD a performance report known as the Consolidated Annual Performance and Evaluation Report (CAPER) has been authorized by the CARES Act Mega Waiver. For program year 2019 Consolidated Annual Performance and Evaluation Report, the requirement that grantees submit a performance report within 90 days after the close of a jurisdiction's program year is waived, subject to the condition that within 180 days after the close of a jurisdiction's program year the jurisdiction shall submit its performance report. Per the HUD CARES Act MEGA Waiver, the CAPER must be submitted within 180 days after June 30, 2020. This report provides a complete accounting of the use of grant funding and an assessment of how the accomplishments meet the goals established in the current Consolidated Plan and Annual Action Plan.

For the program year 2019, the City of Oxnard's Annual HUD entitlement grant allocations were \$2,516,091 for Community Development Block Grant funding, \$726,527 in HOME Investment Partnerships Act funding, and \$212,361 in HEARTH Emergency Solutions Grant funds.

The Consolidated Annual Performance and Evaluation Report for Fiscal Year 2019-2020 contains narratives of performance results, and reports on expenditures generated by the Integrated Disbursement and Information System, which documents program accomplishments and beneficiaries related to the goals and objectives identified in the Consolidated Plan and Annual Action Plan. The Consolidated Annual Performance and Evaluation Report provides information during the reporting period as follows:

1. Description of the City's progress in attaining and meeting its goals of providing affordable housing, and of reducing and ending homelessness;

2. Description of race and ethnicity of Oxnard families and persons assisted as a basis for compliance with non-discrimination requirements;
3. Description of actions taken in the program year for the public housing needs, the involvement of residents in management and homeownership participation;
4. Description of the standards and procedures in place for monitoring to ensure the long-term compliance of the involved programs;
5. Description of any changes in the Community Development Block Grant objectives;
6. Report on the Emergency Solutions Grant financial data, and its accomplishments in helping the homeless population.

The Notice of Public Comment Period and Availability of the Program Year 2019 Draft Consolidated Annual Performance and Evaluation Report was published in the VIDA newspaper on November 5, 2020 and the comment period is open for at least fifteen days, as required by the City's Citizen Participation Plan (Attachment 2). No comments were received as of the date this agenda item was published.

The Consolidated Annual Performance and Evaluation Report is available for public review at the following website: <https://www.oxnard.org/city-department/housing/grants-management/>

STRATEGIC PRIORITIES

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

Goal 2. Address homelessness through the development and implementation of a multi-tiered strategy.

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

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

Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

FINANCIAL IMPACT

There is no financial impact.

COMMITTEE OUTCOME

The Housing and Economic Development Committee approved 3-0 on November 24, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. Certificate of Publication_AFFIDAVIT_DRAFT Oxnard 2019 Consolidated Annual Performance and Evaluation Report
2. Oxnard Citizen Participation Plan & CARES Act Addendum_October 6 2020
3. Oxnard Presentation CAPER 2019_12.15.20

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

DRAFT CONSOLIDATED ANNUAL
PERFORMANCE AND EVALUATION REPORT

STATE OF CALIFORNIA
COUNTY OF VENTURA

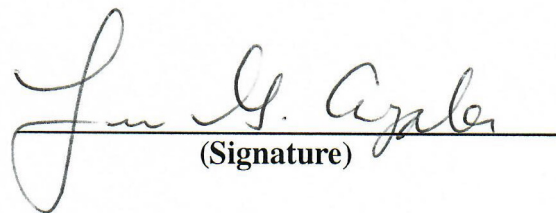
I Luis Ayala

hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

Nov. 05, 2020

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

5th day of November 2020


(Signature)

CITY OF OXNARD NOTICE OF PUBLIC COMMENT PERIOD AND AVAILABILITY OF THE PROGRAM YEAR 2019 DRAFT CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

NOTICE IS HEREBY GIVEN that a public comment period will commence on November 9, 2020, and end on December 15, 2020 for citizens to voice their public comments

regarding the City of Oxnard's draft of the 2019 Program Year Consolidated Annual Performance and Evaluation Report (CAPER) for the period of July 1, 2019 through June 30, 2020. The CAPER is an annual end-of-the-year financial and accomplishments report required by the U.S. Department of Housing and Urban Development (HUD) that provides information on the Community Development Block Grant, HOME Investment Partnerships Program, and the Emergency Solutions Grant.

The 2019 City of Oxnard's draft of the Consolidated Annual Performance and Evaluation Report (CAPER) is available for public review at the following website:
<https://www.oxnard.org/city-department/housing/grants-management/>.

Written comments must be submitted by 4:30 p.m., Monday, December 14, 2020, and should be directed to: CAPER Comments, City of Oxnard, Housing Department, Attention: Grants Management, 435 South "D" Street, Oxnard, CA 93030. If you need additional information, you may contact Roel Briones at (805) 385-7959.

FURTHERMORE, GIVEN that the Oxnard City Council Housing and Economic Development Committee will receive a presentation of the CAPER on Tuesday, November 24, 2020 at 4:30 p.m., at the City Council Chambers located at 305 West Third Street, 1st Floor. Public comments will be accepted at the meeting or in writing. Citizens do not have to be present at the meeting to comment.

NOTICE IS FURTHER GIVEN that the Oxnard City Council will also receive a final presentation of the CAPER and conduct a hearing to receive public comments on Tuesday, December 15, 2020, at 6:00 p.m. or as soon thereafter as the matter may be heard, at the City Council Chambers located at 305 West Third Street, 1st Floor.

PUBLIC COMMENTS

Pursuant to the Ventura County Public Health Official's order and Governor's Executive Order N-33-20, all city buildings are temporarily closed to the public. The public is encouraged to view the meeting from on the City's website at Oxnard.org/city-meetings, Spectrum channel 10, Frontier channel 35 or YouTube at YouTube.com/oxnardnews. Video recordings are typically available online immediately following the meeting.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than the timeline on the meeting agenda. Please identify the meeting date and agenda item in the Subject line.

A telephone option for public comments is also available at this time due to the State of California "Stay At Home" order. Requests to speak must be submitted no later than the timeline on the meeting agenda. Use the Public Comment form on the city's website to submit your request: Oxnard.org/city-meetings, or call the City Clerk's Office at (805) 385-7803, or email your request to cityclerk@oxnard.org.

Persons with disabilities needing special assistance to participate in the hearing, or persons requiring a translator, should also contact the City Clerk's Office at least 72 hours prior to the meeting.



Published VCVN Date: 11/05/20

CIUDAD DE OXNARD AVISO DE PERIODO DE COMENTARIOS PÚBLICOS Y DISPONIBILIDAD DEL PROGRAMA AÑO 2019 PROYECTO DE DESEMPEÑO ANUAL CONSOLIDADO E INFORME DE EVALUACIÓN

POR LA PRESENTE SE DA AVISO de que un período de comentarios públicos comenzará el 9 de noviembre de 2020 y finalizará el 15 de diciembre de 2020 para que los ciudadanos expresen sus comentarios públicos.

con respecto al borrador de la Ciudad de Oxnard del Informe Anual Consolidado de Desempeño y Evaluación (CAPER) del Año del Programa 2019 para el período del 1 de julio de 2019 al 30 de junio de 2020. El CAPER es un informe financiero y de logros anual de fin de año requerido por el Departamento de Vivienda y Desarrollo Urbano de EE. UU. (HUD) que proporciona información sobre la Subvención en bloque para el desarrollo comunitario, el Programa de asociaciones de inversión HOME y la Subvención para soluciones de emergencia.

El borrador del Informe de Evaluación y Desempeño Anual Consolidado (CAPER) de la Ciudad de Oxnard de 2019 está disponible para revisión pública en el siguiente sitio web:
<https://www.oxnard.org/city-department/housing/grants-management/>.

Los comentarios por escrito deben enviarse antes de las 4:30 pm del lunes 14 de diciembre de 2020 y deben dirigirse a: Comentarios de CAPER, Ciudad de Oxnard, Departamento de Vivienda, Atención: Administración de Subvenciones, 435 South "D" Street, Oxnard, CA 93030 Si necesita información adicional, puede comunicarse con Roel Briones al (805) 385-7959.

ADEMÁS, DADO QUE el Comité de Vivienda y Desarrollo Económico del Ayuntamiento de Oxnard recibirá una presentación del CAPER el martes 24 de noviembre de 2020 a las 4:30 p.m., en las Cámaras del Concejo Municipal ubicadas en 305 West Third Street, 1er piso. Se aceptarán comentarios públicos en la reunión o por escrito. Los ciudadanos no tienen que estar presentes en la reunión para comentar.

ADEMÁS SE HA DADO UN AVISO de que el Ayuntamiento de Oxnard también recibirá una presentación final del CAPER y llevará a cabo una audiencia para recibir comentarios públicos el martes 15 de diciembre de 2020 a las 6:00 p.m. o tan pronto como se escuche el asunto, en las Cámaras del Concejo Municipal ubicadas en 305 West Third Street, 1er piso.

COMENTARIOS PUBLICOS

De conformidad con la orden del Funcionario de Salud Pública del Condado de Ventura y la Orden Ejecutiva del Gobernador N-33-20, todos los edificios de la ciudad están temporalmente cerrados al público. Se invita al público a ver la reunión desde el sitio web de la ciudad en Oxnard.org/city-meetings, el canal 10 de Spectrum, el canal 35 de Frontier o YouTube en YouTube.com/oxnardnews. Las grabaciones de video suelen estar disponibles en línea inmediatamente después de la reunión.

El público puede enviar comentarios al Concejo Municipal por correo electrónico a cityclerk@oxnard.org a más tardar en el cronograma de la agenda de la reunión. Por favor identifique la fecha de la reunión y el tema de la agenda en la línea de Asunto.

En este momento, también se encuentra disponible una opción telefónica para comentarios públicos debido a la orden de "Permanecer en casa" del Estado de California. Las solicitudes para hablar deben enviarse a más tardar en el plazo establecido en la agenda de la reunión. Utilice el formulario de Comentarios Públicos en el sitio web de la ciudad para enviar su solicitud: Oxnard.org/city-meetings, o llame a la Oficina del Secretario de la Ciudad al (805) 385-7803, o envíe su solicitud por correo electrónico a cityclerk@oxnard.org.

Las personas con discapacidades que necesiten asistencia especial para participar en la audiencia, o las personas que requieran un traductor, también deben comunicarse con la Oficina de la Secretaria Municipal de la Ciudad al menos 72 horas antes de la reunión.



Published VCVN Date: 11/05/20

City of Oxnard

Citizen Participation Plan

Amended July 10, 2018

CARES Act Addendum October 6, 2020

Prepared by:

City of Oxnard – Housing Department – Grants Management

435 South D Street, Oxnard, California, 93030

E-mail Address: grantsmanagement@oxnard.org



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Introduction

Pursuant to Title 24, Code of Federal Regulations, Part 91.105, HUD entitlement cities are required to adopt a citizen participation plan. Subsection (a) requires that citizen participation plans adopted prior to August 17, 2015 need to incorporate newer provisions of the 24 CFR 91.105. The City of Oxnard originally adopted its Citizen Participation Plan on October 18, 1994. On July 25, 2000 the original document was amended. This amended Citizen Participation Plan will incorporate provisions to comply with 24 CFR 91.105.

Purpose of the Citizen Participation Plan (CPP)

The Citizen Participation Plan sets forth the policies and procedures for citizen participation in the development of the City of Oxnard (City) Consolidated Plan and Annual Action Plan, any substantial amendments to these plans and the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER), and the Assessment of Fair Housing (AFH), in coordination with the Oxnard Housing Authority (OHA).

The City shall provide the public with a reasonable opportunity to comment on the original Citizen Participation Plan and any amendments thereto. Amendments to the Citizen Participation Plan may be considered substantial or less than substantial as determined by the City based on the nature of the amendment and applicable HUD regulations. The 2018 amendment to the Citizen Participation Plan is substantial.

Encouragement of Citizen Participation

A key component of the Citizen Participation Plan is that it must provide for and encourage citizen participation, especially by low- and moderate-income persons, and in particular those persons living in areas designated by the City as a revitalization area or in a slum or blighted areas and residents of predominantly low- and moderate-income neighborhoods, and where CDBG funds are proposed to be used.

The City shall explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods. Efforts must be taken to encourage the participation of all its citizens, including minorities and non-English speaking persons, and persons with disabilities.

Consolidated Plan and Annual Action Plan Preparation

The Citizen Participation Plan addresses the preparation cycles for the Oxnard Consolidated Plans and Annual Action Plans.

The U.S. Department of Housing and Urban Development (HUD) requires a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a multi-year consolidated plan and annual action plan.

The consolidated plan is a program and funding implementation plan combined in one document that states the City of Oxnard's goals and objectives for housing and community planning and development. In addition, a community must have a consolidated plan approved by HUD before receiving funds under the formula grant programs; Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA).

The consolidated plan is typically a five-year strategic plan to address unmet public service and housing needs of low-income persons and families within the City. For each of the five years, an annual action plan is developed in preparation for the subsequent grant year which identifies specific activities, goals and funding allocations.

Environmental Reviews

The City maintains a written record of the environmental review undertaken for every project or program receiving federal funds from HUD. This environmental review record is available for public inspection. Certain projects require publication of specific actions or findings, which include a description of the activity, its location, and identification of any measures required to mitigate potentially significant adverse effects. Public comment periods are included in the review process as prescribed by NEPA and 24 CFR Part 58.

Citizen Participation for Section 108 Loan Guarantee Program

In accordance with Section 108 regulations, Subpart M-Loan Guarantees, 24 CFR 570.704, the City will comply with the following pre-submission and citizen participation requirements before submitting an application for Section 108 loan guarantee assistance to HUD. These requirements will also apply to the submission of an Economic Development Initiative (EDI), and Brownfield Economic Development Initiative (BEDI) application.

- The City will develop a proposed application to include the community development objectives and activities the City proposes to pursue and carry out with the Section 108 funds. Each activity will be described in sufficient detail, including the provision under which the project is eligible, the national objective it meets, the amount of funds expected to be used, and the activity's location to allow citizens to determine the degree to which they will be affected. The proposed application will also indicate which activities will generate program income and where citizens may obtain additional information about proposed activities. The proposed application will also include a description of the pledge of grants required under 24 CFR 570.705(b)(2).
- The City will also publish a public notice which will include its proposed application so as to give affected citizens an opportunity to examine the application's contents and to make comments. The public notice will also advise citizens on how and where to submit comments as well as notify citizens of when and where a public hearing will be held at which they can provide further input on the proposed application. The public notice will be published at least 30 calendar days in advance of the public hearing.
- A minimum of two (2) public hearings, held at different stages of the Consolidated Plan citizen participation process, will be held for the purpose of obtaining the views of citizens and formulating or responding to proposals and questions. At least one of these hearings will be held before submission of a Section 108 application to HUD to obtain the views of citizens on community development and housing needs. At the hearing, each activity will be described in sufficient detail including: the provision under which the project is eligible, the national objective to be met, the amount of funds expected to be used, and the activity's location so that citizens can determine the degree to which they will be affected. Citizens will have up to 30 calendar days and including the day of the public hearing to comment.
- Once the City has published the public notice and held the public hearing, the City will determine if the proposed application needs to be modified, based on comments and views received, before submitting the application to HUD. Upon completion, the final application will be made available to the public at the City Clerk's office.

Assessment of Fair Housing Plan/Analysis of Impediments Revisions and Administrative Updates (AFH/AI)

The City shall provide community residents with reasonable notice and an opportunity to comment on revisions to the AFH/AI, as specified under 24 CFR 5.164.

The City has determined that an AFH/AI revision is necessary when:

- The material change in circumstances affects the information on which the AFH/AI is based;
- The analysis, fair housing contributing factors, or the priorities and goals of the AFH/AI no longer reflect actual circumstances.

The City will provide affected citizens a period of not less than 30 calendar days to make comments on a significant AFH/AI revision before it is implemented. Acceptable methods of meeting the citizen participation requirements include:

- Publication of the availability of the substantial change(s) in a local newspaper. The publication will provide a link to a City Housing Department web page which will provide more detailed information on the significant revision(s) and how to provide comments.
- Publication of any proposed change shall appear in a local newspaper whose primary circulation is within the area serving the community of affected citizens;
- Advertisement of the availability of the proposed change on the City's website;
- Posting notices in public buildings within the City, which include, but are not limited to, public libraries; or
- Holding meetings with citizens' advisory groups within the area affected by the significant revision.

Notification to the public shall advise citizens of how and where to submit comments on the proposed changes. A summary of these comments, and a summary of comments not accepted and the reasons therefore, shall be attached to the significant revision that is submitted to HUD.

Access to Meetings for Persons with Disabilities and Non-English Speaking Persons

The Citizen Participation Plan shall provide for and encourage participation by all citizens, including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated.

To accommodate non-English speaking persons, a translator shall be provided at each hearing and other translators may be made available upon request with at least three business days' notice. Requests can be made by email or telephone to Housing Department, Grants Management Division.

Public Outreach and Access

The consolidated plan and annual action plan development processes shall include consultation with organizations that provide community services, public and private organizations, community

based organizations, faith based organizations, philanthropic organizations, businesses and developers.

Commencing with consolidated plans submitted on or after January 1, 2018, consultations must occur with broadband internet service providers, organizations engaged in narrowing the digital divide, agencies that manage flood prone areas, public land or water resources, and emergency management agencies.

Citizens are encouraged to participate in an advisory role in the planning, implementation, and assessment of the projects recommended under the plan(s).

Notices of public hearings meetings will be sent to members of the Inter-Neighborhood Council Committee (INCC), the presidents of the public housing tenant advisory councils.

Funding Recommendations

Prior to the adoption of the Consolidated Plan and/or Annual Action Plan by the City Council, the following information shall be made available to citizens, public agencies and other interested parties:

- Grant funds that will be available or anticipated to be available for the proposed plan (including program income).
- Range of activities that may be undertaken, including the estimated amount that will benefit persons of low- and moderate-income.

A summary of the proposed Consolidated Plan and/or Annual Action Plan shall be published in at least one newspaper of countywide circulation and the announcement may also appear in at least one Spanish language newspaper of general circulation. Public service announcements may also be provided for local radio stations. The summary shall describe the plans and purpose of the plan(s) and include a list of the locations where copies of the entire plan(s) may be examined. As a minimum, digital or hard copies of the proposed plan(s) shall be available for public review at the main Oxnard Public Library, City Clerk's Office and the City's Housing Department offices on 435 South D St., Oxnard, CA.

The Consolidated Plan and/or Annual Action Plan and the Activities to be funded shall be made available on the City's Housing Department, Grants Management web page.

The Consolidated Plan and/or Annual Action Plan shall be made available for public comments for a minimum of 30 days prior to submission to HUD.

Written comments can be mailed to Grants Manager, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030 or emailed to grantsmanagement@oxnard.org.

Displacement of Persons

The Citizen Participation Plan must, as required by 24 CFR Part 91, Section 91.105, "set forth the jurisdiction's plans to minimize displacement of persons and to assist any persons displaced...."

The City will pursue projects which promote affordable housing, i.e., new construction and rehabilitation, which will not dislocate persons or families. (Some temporary relocation may be required for rehabilitation projects). If permanent relocation is necessary (due to the acquisition of an occupied residence planned for major reconstruction or demolition, etc.), the City will comply with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, which establishes types and levels of assistance required depending upon the circumstances. Certification of compliance is included in the City of Oxnard Consolidated Plan.

The City has on file its Residential Anti-displacement and Relocation Assistance Plan as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, which pertains to any activity assisted with funding under the CDBG, ESG or HOME programs.

Public Hearings

The public hearings will be held at City of Oxnard Council Chambers and/or in facilities in or adjacent to low/moderate income neighborhoods. Public hearings may be scheduled during the evening to ensure the maximum attendance by residents.

The City shall hold a minimum of two public hearings per plan year (fiscal year). The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities, to address the unmet needs of low-and moderate-income persons regarding housing, community and economic development and public services.

The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. This meeting is mandatory for all applicants recommended for funding.

An optional public hearing may be held to solicit public comment on activities which could be implemented to address the unmet needs identified at the first public hearing but prior to the

adoption of the proposed plan by the City Council. The purpose of this hearing is to obtain citizens' comments on proposed activities and funding allocations.

The final public hearing will be held to obtain citizens' comments on proposed activities and to present the Consolidated Plan and/or the Annual Action Plan to the City Council for adoption. The final hearing shall be held in the City Council Chambers.

The hearings shall be announced in at least one newspaper of general circulation in English. The announcement will also appear in at least one Spanish language newspaper of general circulation. The hearings may also be announced as a public announcement on radio stations as appropriate and announced through an informational flyer distributed/posted by Housing Authorities, public service and other organizations. At least one Spanish language radio station may be informed and the flyer may be prepared in Spanish. The announcement for the public hearings will also be e-mailed, or mailed upon request to the current list of HUD partners, sub-recipients and other interested parties in the City of Oxnard.

Technical Assistance

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

Amendments to the Plan

The City shall amend its approved Consolidated Plan and/or Annual Action Plan if:

- A change in its allocation priorities or a change in the method of distribution of funds occurs;
- A decision to carry out an activity using funds not previously described in an action plan covered by the consolidated plan (including program income, reimbursements, repayment, recaptures, or reallocations from HUD); or
- A change in the purpose, scope, location, or beneficiaries of an activity occurs.

Amendments will be considered substantial changes and require official action if;

- Grant funds are allocated to a new activity for the first time;
- A funding increase in a current activity, or a change in the use of funding from one eligible activity to another, of more than \$100,000 in CDBG or HOME funding, or more \$30,000 in ESG funding; or if,
- A funded activity is cancelled during the program year.

Changes which are less than substantial are changes which represent less than the amounts listed above, and which do not have a significant impact on the project's purpose, scope, location, or beneficiaries. If an activity is not funded in the current year, but is the same or similar to an activity funded in another program year, and the addition is less than amounts above, and there is no significant change in the project (purpose, scope, location, or beneficiaries), it is not considered a substantial change. The authorized City official may approve changes which are less than substantial.

Reallocation of funding among program years is not considered a substantial change.

Program income will be allocated consistent with the Annual Action Plan and with HUD requirements. If program income is greater or less than the approved annual amount it will be cause for an amendment or an increase to funds available in subsequent year.

The City must submit a copy of each amendment to HUD. HUD allows amendments as they occur or at the end of the program year. Letters transmitting copies of amendments must be signed by the official representative of the City authorized to take such action.

Substantial amendments of the Consolidated Plan or Annual Action Plan will require a Public Hearing and City Council approval. Notice of public hearing will be posted on City's Housing Department, Grants Management Division webpage and noticed in a newspaper of general circulation a minimum of 30 days prior to implementation. A public hearing will be held to obtain citizens' comments on the proposed substantial amendment and to present the substantial amendment to the City Council for adoption.

Consolidated Annual Performance and Evaluation Report (CAPER)

The City will prepare the CAPER as required at the close of the grant year which shall be made available for public comment for a minimum of 15 days prior to submission to HUD.

Public comments will be considered and responded to as appropriate with a summary of the comments attached to the CAPER for submittal to HUD.

Availability of Documents

The Consolidated Plan, Annual Action Plans, substantial amendments, CAPER and the Citizen Participation Plan will be available to the public, including the availability of materials in a form accessible to persons with disabilities, upon request.

The Consolidated Plan, Annual Action Plans, CAPER, the Citizen Participation Plan and the Uniform Relocation and Real Property Acquisition Policies Act of 1970 as amended, will be available for review at the City of Oxnard Housing Department, 435 South D Street, Oxnard, CA during working hours.

Citizen Participation Coordinator

The Citizen Participation Coordinator shall be a member of Grants Management Division staff in the Housing Department of the City of Oxnard.

The Citizen Participation Coordinator shall make past and present programmatic and funding information available to citizens during all phases of the HUD Community Planning and Development Program cycle, upon request.

Comments and Complaints

The City shall consider all verbal or written comments or views of citizens received at the public hearings in preparing the final Consolidated Plan, Annual Action Plans, amendments to these plans, Section 108 Loan applications, CAPER or the Citizen Participation Plan.

A summary of these comments or views shall be attached to the final Consolidated Plan, amendment to the Plan, CAPER or Citizen Participation Plan and submitted to HUD as appropriate.

The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the Consolidated Plan.

Written comments, complaints and/or grievances can be submitted to Housing Director, City of Oxnard Housing Department, 435 South D Street, Oxnard, CA 93030.

Contingency Plan in the Event of an Emergency/Disaster

In the event of an emergency or disaster that presents a serious and immediate threat to the health and welfare of the citizens of the City, the noticing requirements for public hearings shall be reduced to ten calendar days.

Reprogramming of funds in the event of such an emergency will require approval by the City Council when they are in session or ratification of the reallocation when the City of Council is in recess.

CITY OF OXNARD
CITIZEN PARTICIPATION PLAN – Addendum
FOR THE 2020 CARES ACT FUNDS, FLEXIBILITIES AND WAIVERS

A. POLICY STATEMENT

1. This Citizen Participation Plan Addendum specifically addresses the special policies and guidelines in support of addressing the impacts of COVID-19 through the use of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and HOME Investment Partnerships Act (HOME) programs, and the 2020 CARES Act Funds, termed CDBG-CV and ESG-CV.
2. All policies and processes described in the City of Oxnard (hereinafter referred to as “City”) Citizen Participation Plan, amended on July 10, 2018, is applicable to all CDBG, ESG and HOME funding sources unless specified in this Addendum.
3. All policies and processes specified in this Addendum are applicable through the adoption date of this Addendum and will expire upon the date specified for the CARES Act of 2020 funding and waivers, by the United States Department of Housing and Urban Development (HUD) department.

B. DEFINITIONS

1. CARES Act Flexibilities and Waivers – HUD Secretary issued statutory and regulatory waivers/alternative requirements for CDBG-CV, ESG-CV and some CDBG, HOME and ESG funds when necessary to expedite or facilitate the use of grant funds to prevent, prepare for, and respond to coronavirus. Prohibits waivers/alternative requirements related to fair housing, nondiscrimination, labor standards, and the environment. (see Appendix A: CARES ACT HUD Waivers Applicable to Citizen Participation Plan)
2. CDBG-CV – Community Development Block Grant funding specifically allocated for the impacts related to COVID-19
3. ESG-CV – Emergency Solutions Grant funding specifically allocated for the impacts related to COVID-19

C. PLANNING PROCESS FOR CONSOLIDATED PLAN DOCUMENTS

1. Public Review and Comment – Documents (Plans) created for the CARES Act of 2020 funds and waivers will be made available to the public for no less than 5 calendar days. Written comments will be accepted during the public comment period. Summaries of comments will be attached to documents requiring public reviews and input.

D. MEETINGS AND HEARINGS

1. During locally, state, or federally declared Stay-At-Home orders, public meetings may occur virtually and will publicly post meeting dates, times, and instructions in advance of the meetings.

Citizen Participation Plan (CPP) Procedural History

1. Originally adopted CPP by City Council on October 18, 1994
2. Modifications to CPP adopted by City Council on July 25, 2000
3. Amended CPP adopted by City Council on July 10, 2018
4. CARES Act Addendum approved by City Council on October 6, 2020

Appendix A
CARES ACT
HUD Waivers
Applicable to Citizen Participation Plan

CARES ACT HUD Waivers Applicable to Citizen Participation Plan

CONSOLIDATED PLAN REQUIREMENTS

1. Citizen Participation Public Comment Period for Consolidated Plan Amendment

Requirement:	30-day Public Comment Period.
Citations:	24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401
Explanation:	A CPD grantee may amend an approved consolidated plan in accordance with 24 CFR 91.505. Substantial amendments to the consolidated plan are subject to the citizen participation process in the grantee's citizen participation plan. The citizen participation plan must provide citizens with 30 days to comment on substantial amendments.
Justification:	Given the need to expedite actions to respond to COVID-19, HUD waives 24 CFR 91.105(c)(2) and (k), 91.115(c)(2) and (i) as specified below, in order to balance the need to respond quickly to the growing spread and effects of COVID-19 with the statutory requirement to provide reasonable notice and opportunity for citizens to comment on substantial amendments concerning the proposed uses of CDBG, HOME, HTF, HOPWA or ESG funds.
Applicability:	This 30-day minimum for the required public comment period is waived for substantial amendments, provided that no less than 5 days are provided for public comments on each substantial amendment. The waiver is available through the end of the recipient's 2020 program year. Any recipient wishing to undertake further amendments to prior year plans following the 2020 program year can do so during the development of its FY 2021 Annual Action Plan.

2. Citizen Participation Reasonable Notice and Opportunity to Comment

Requirement:	Reasonable Notice and Opportunity to Comment.
Citations:	24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401
Explanation:	As noted above, the regulations at 24 CFR 91.105 (for local governments) and 91.115 (for States) set forth the citizen participation plan requirements for recipients. For substantial amendments to the consolidated plan, the regulations require the recipient to follow its citizen participation plan to

provide citizens with reasonable notice and opportunity to comment. The citizen participation plan must state how reasonable notice and opportunity to comment will be given.

Justification: HUD recognizes the efforts to contain COVID-19 require limiting public gatherings, such as those often used to obtain citizen participation, and that there is a need to respond quickly to the growing spread and effects of COVID-19. Therefore, HUD waives 24 CFR 91.105(c)(2) and (k), 24 CFR 91.115(c)(2) and (i) and 24 CFR 91.401 as specified below to allow these grantees to determine what constitutes reasonable notice and opportunity to comment given their circumstances.

Applicability: This authority is in effect through the end of the 2020 program year.

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

FISCAL YEAR 2019-2020

Emilio Ramirez, Housing Director

City Council Meeting
December 15, 2020

Consolidated Annual Performance and Evaluation Report

Annual year-end grant report required by U.S. Department of Housing and Urban Development to report financial and performance measures



ACCOMPLISHMENTS

Activity	Source	Proposed Persons	Actual Persons
Code Compliance	CDBG	2,000	2,235
Homebuyer	CDBG & HOME	16 Buyers	8 Buyers
Home Rehabilitation	CDBG	6 Units	6 Units
Public Infrastructure & Facilities	CDBG	125,000	125,000
Public Services	CDBG	3,000	2,268

ACCOMPLISHMENTS

Activity	Source	Proposed Persons	Actual Persons
Public Services	CDBG	150 Households	133 Households
Rapid Re-Housing	HESG	19 Households	18 Households
Overnight Shelter	HESG	153 Persons	145 Persons
Homeless Prevention	HESG	100 Persons	123 Persons
Street Outreach	HESG	150 Person	468 Person

Hearth Emergency Solutions Grant

As of July 1, 2019	\$ 51,513
2019 Grant	\$212,361
<i>Total Resources</i>	\$263,874
Estimated Expenditures	<u>\$143,281</u>
<i>Balance, June 30, 2020</i>	<u>\$ 120,593</u>

Detailed Emergency Solutions Grant Expenditures

Administration and Planning	\$7,770
Rapid Rehousing	\$9,413
Homeless Prevention	\$20,348
Shelter Operations	\$80,000
Outreach	\$24,850
HMIS	<u>\$ 900</u>
Total Program Expenditures	\$ 143,281

HOME Partnership Grant

As of July 1, 2019	\$2,009,063
2019 Grant	\$726,527
Program Income	\$51,890
<i>Total Resources</i>	\$2,787,480
Estimated Expenditures	<u>\$317,415</u>
<i>Balance, June 30, 2020</i>	<u>\$2,470,065</u>

Detailed expenditures for HOME Grant

Administration/ Planning	\$114,595
CHDO Monitoring	\$100
Homebuyer & Rehabilitation Program	\$202,720
Total 2019-20 Expenditures	\$ 317,415

Community Development Block Grant

As of July 1, 2019	\$2,776,999
2019 Grant	\$2,516,091
Program Income	\$138,696
<i>Total Resources</i>	\$5,431,786
Estimated Expenditures	<u>\$2,217,247</u>
<i>Balance, June 30, 2020</i>	<u>\$3,214,539</u>

Detailed expenditures for CDBG Grant

Administration & Planning	\$ 484,781
Public Services	\$279,351
Public Facilities & City Program	\$1,453,115
Total 2019-20 Expenditures	\$2,217,247



QUESTIONS?



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. M.1

DATE: December 15, 2020

TO: City Council

FROM: Kevin Riper, Chief Financial Officer, (805) 385-7475, kevin.riper@oxnard.org

SUBJECT: Amendment to the Existing City Debt Policies. (5/5/5)

RECOMMENDATION

That the City Council:

1. Receive a presentation on an amendment to the existing City Debt Policies; and
 2. Adopt a resolution amending the existing City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance.
- (Finance and Governance Committee approved 3-0)

BACKGROUND

Annually, the City Council adopts the Financial Management Policies, which include the City's Debt Policies, in conjunction with the adoption of the Budget. The Debt Policies set forth requirements for when and how debt financing may be used.

DISCUSSION

As part of the City's efforts to remediate prior audit findings, staff recommends that the City Council adopt an amendment to the existing City Debt Policies in Resolution No. 15,359 from June 30, 2020. This amendment adds provisions to address bond continuing disclosure and compliance requirements.

In addition to financial disclosure and arbitrage compliance, once bonds or other debt obligations are issued, the City is responsible for verifying compliance with all undertakings, covenants, and agreements of each bond issuance or debt instrument on an ongoing basis. The proposed language details the City's responsibilities for ensuring debt compliance.

The proposed amended Debt Policies are set forth in Section 1 of the attached resolution, with the Continuing Disclosure and Compliance policy provisions set forth in subparagraph D.

In addition to the amendment of this policy, the City, with assistance from its municipal advisor, NHA Advisors, has developed a master listing of all debt obligations and their primary covenants to facilitate compliance monitoring.

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.

Objective 1c. Develop written procedures to address Internal Control recommendations from Auditor.

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

Goal 3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.

Objective 3a. Develop a training program that focuses on strengthening the effectiveness of supervisory/management staff by establishing a common understanding of basic HR, IT, and fiscal policies and procedures. services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

There is no direct financial impact from amending the City's Debt Policies.

COMMITTEE OUTCOME

The Finance and Governance Committee approved 3-0 on November 24, 2020, to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Christine Williams, Senior Manager, Internal Controls

ATTACHMENTS

1. Resolution AMENDING DEBT POLICIES of Financial Management Policies.Council_Agenda
2. CC Resolution #15,359
3. PowerPoint Presentation on Amendment to Existing City Debt Policies in Resolution No. 15,359

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
AMENDING THE DEBT POLICY SET FORTH IN RESOLUTION NO. 15,359
ESTABLISHING FINANCIAL MANAGEMENT POLICIES**

WHEREAS, On June 30, 2020, the City Council adopted Resolution No. 15,359 establishing Financial Management Policies to be followed in the development and implementation of the City budget;

WHEREAS, the CFO has recommended revisions to the Debt Policies set forth in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements, and ensuring debt compliance.

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

1. Section VII of Resolution No. 15,359 is hereby amended to read as follows:

“VII. DEBT POLICIES

A. Use of Debt

1. Any use of tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.

B. Conditions of Use

1. The City Council will use long term debt to finance a land purchase, major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.
 - b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.
 - c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.

Resolution No.

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3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the term of the debt.
4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.
5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. City staff will retain bond counsel, disclosure counsel, special counsel (to protect the City's interests in complex negotiations and document review), a municipal advisor (to assist the City in assessing financing opportunities and options, selection of underwriters, preparation of all required financing documents and other financial advisory assistance as required) and underwriters in accordance with the City's purchasing ordinance. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).
2. The City Council's preference is to issue fixed rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.
3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.
4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

D. Continuing Disclosure and Compliance

1. In addition to financial disclosure and arbitrage compliance, once bonds or other obligations are issued, the City is responsible for verifying compliance with all undertakings, covenants, and agreements of each bond issuance on an ongoing basis. This typically includes ensuring:
 - a. Annual appropriation of revenues to meet debt service payments
 - b. Taxes/fees are levied and collected where applicable
 - c. Timely transfer of debt service/rental payments to the trustee or paying agent
 - d. Compliance with insurance requirements

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- e. Compliance with rate covenants where applicable
 - f. Recordkeeping and continued public use of financed asset
 - g. Compliance with tax covenants including the timely spend-down of project fund proceeds
 - h. Compliance with all other bond covenants
2. Finance Department staff will coordinate verification of covenant compliance and will work with all other responsible departments to monitor compliance with the aforementioned compliance requirements. Certain obligations and requirements will be managed by third-party consultants who will report directly to the Chief Financial Officer.”
2. Except as otherwise amended herein, Resolution No. 15,359 remains in full force and effect.

PASSED AND ADOPTED on this 15th day of December, 2020, by the following vote:

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,359

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ESTABLISHING FINANCIAL MANAGEMENT POLICIES**

WHEREAS, the City Council wishes to establish financial management policies to be followed in the development and implementation of the City budget.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the following policies will guide the development and implementation of the City's Operating and Capital Improvement Project Budgets.

I. BUDGET POLICIES

A. Budget Guidelines

- 1) The City Manager will prepare a multi-year revenue and expenditure forecast, which will provide parameters for the budget development process.
- 2) The budget process will include the development of a balanced two-year budget when financial circumstances are appropriate for a two-year budget. Any two-year budget will include an approach that City Council approves appropriations for a one-year operating budget and capital improvement plan.
- 3) The budget will be organized in a department/service level format.
- 4) The budget development process will include the identification and evaluation of policy options for service levels. However, the adopted budget will include only those policy options approved by City Council.

B. Appropriation Priorities

1. In evaluating the level of appropriations for department enhancements, or expense reductions, staff will apply the following principles in the priority order given:
 - a. Essential services that provide for the health, safety and welfare of residents.
 - b. Contractual obligations to bondholders and other debts.
 - c. Adequate ongoing maintenance of facilities and equipment.
 - d. All other services.
2. When reductions in personnel are necessary to reduce expenditures, to the greatest extent possible this will be accomplished through normal attrition.

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C. Supplemental Services

The City Council may budget for certain services that may also be provided by other governmental agencies or the private sector. The provision of these services will be based on a demonstrated community need or benefit over time. When appropriate, these services will be supported in whole or in part by user fees.

D. Appropriation Changes

1. Changes to the City Council adopted budget for the fiscal year shall occur as follows:
2. By City Council action for all changes that either increase or decrease fund appropriations adopted in the annual budget appropriation resolution.
3. By the City Manager for appropriation transfers between departments within a fund.
4. By the Department Director for appropriation transfers between programs within the same fund, as long as funding is available in the department as a whole.

II. CAPITAL IMPROVEMENT PROGRAM POLICIES

A. Capital Planning Period

1. Staff will budget all capital improvements in accordance with an adopted Capital Improvement Program (CIP).
2. The City's long-range capital planning period will be a minimum of five years, or longer where appropriate.
3. The Five-Year Capital Improvement Program will be reviewed and approved by City Council during each budget cycle, or as needed based on economic and funding outlooks. Individual projects will be postponed or canceled if their funding fails to materialize. Conversely, individual projects may be moved up on the timeline if their funding materializes sooner than anticipated. City Council will review and approve appropriations at least annually, and also as necessary during the year if funding and timelines change. Appropriation changes will be in accordance with Section I.D.
4. The CIP will be in conformance with and support the City's major planning documents: the most current General Plan, project specific plans, and citywide master plans for related infrastructure improvements.
5. Public Works staff will prepare strategic plans and master plans for major infrastructure and utility improvements with a 10- or 20-year planning horizon when appropriate.

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6. To the extent funds are available, any unused appropriations at the end of the fiscal year in active CIP projects will be carried-forward into the next fiscal year(s) until the project has been completed.
7. Any unused funds after the completion of the project, will be returned to the funding source. This should happen within 90-days of notification to the Finance department.

B. Capital Project Priorities

1. Public Works staff will evaluate and prioritize each proposed capital project against the following criteria:
 - a. Health and Safety: Projects needed to maintain or improve human health or safety.
 - b. Asset Preservation: Projects needed to maintain or protect the City's existing assets.
 - c. New or Expanded Services: Projects that create something new, like a new park, or increase the capacity of existing facilities, like larger water or sewer lines.

C. Capital Project Management by the Public Works Department

1. Capital projects will be managed in a phased approach as needed. The project phases will become a framework for appropriate decision points and reporting. The phasing will consist of:
 - a. Conceptual/schematic proposal
 - b. Preliminary design and cost estimate
 - c. Engineering and final design
 - d. Bid administration
 - e. Acquisition/construction
 - f. Project closeout
2. Each capital improvement project will have a project manager who will prepare the project proposal, ensure that required phases are completed on schedule, authorize payment of expenditures as required by the City's Purchasing Manual, ensure that all regulations and laws are observed, periodically report project status, track project expenditures and perform the project closeout according to current procedures.

III. REVENUE POLICIES

A. Maintenance of Revenues

1. The City Council will attempt to maintain a diversified and stable revenue base to shelter the City from short term fluctuations in any one revenue source.

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2. The City Council will promote an increase in the City's revenue base through economic development programs that maintain and enhance a vigorous local economy.
3. The City Council will seek to supplement the City's revenue base through the identification of and application for State and federal grant funds, which will support identified needs.

B. User Fees and Rates

1. The City Council will attempt to recover the costs of services providing a private benefit to users through the imposition of user fees and charges.
2. The City Council will establish all user fees and charges at a level related to the direct and indirect costs of providing services and the degree of public versus private benefit.
3. Staff will recalculate periodically the full costs of activities supported by user fees and rates to identify the impact of inflation and other cost increases.
4. The City Council will set fees and user rates for each enterprise fund (water, wastewater, environmental resources) at a level that fully supports the total direct and indirect costs of the activity.

C. Revenue Collection

1. Staff will take all cost effective actions available to collect revenues.
2. Staff will grant user fee waivers and debt forgiveness only as authorized by City Council approved policies.
3. Staff will not grant development and permit fee waivers.

D. Interest Earnings

1. Staff will assign interest earnings to the appropriate funds, where required, based on invested cash balances.
2. Investment policies will be reviewed annually by the Treasurer's Investment Review Committee and the City Council.

IV. FUND BALANCE POLICY

This Fund Balance Policy establishes the procedures for reporting unrestricted fund balance in the General Fund financial statements. Certain commitments and assignments of fund balance

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will help ensure that there will be adequate financial resources to protect the City against unforeseen circumstances and events such as revenue shortfalls and unanticipated expenditures. The policy also authorizes and directs the Chief Financial Officer to prepare financial reports which categorize fund balance in accordance with Governmental Accounting Standards Board (GASB) Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

A. Procedures

Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.

- Non-spendable
- Restricted
- Committed
- Assigned
- Unassigned

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of non-spendable fund balance is a prepaid item. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above. These three components are further defined below.

B. Committed Fund Balance

The City Council, as the City's highest level of decision-making authority, may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as ordinance or resolution. These committed amounts cannot be used for any other purposes unless the City Council removes or changes the specified use by taking the same type of action it employed to commit those amounts. City Council action to commit fund balance should occur within the fiscal reporting period; however the amount can be determined in the subsequent period.

C. Assigned Fund Balance

1. Amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed, should be reported as assigned fund balance.
2. This policy hereby designates the authority to assign amounts to be used for specific purposes to the Chief Financial Officer for the purpose of reporting these amounts in the annual financial statements.

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D. Unassigned Fund Balance

These are residual positive net resources of the general fund in excess of what can be properly classified in one of the other four categories.

V. RESERVE POLICIES

- A. Adequate reserves will be maintained for all known liabilities, including payable employee leave balances, workers' compensation, and self insured retention limits.
- B. The City Council will endeavor to maintain an operating reserve equal to 12 percent (12%) of the General Fund operating budget. The operating reserve shall be available to: cover cash flow requirements; meet unanticipated revenue shortfalls; take advantage of unexpected opportunities; invest in projects with a rapid payback; ensure against physical or natural disasters; and provide interest earnings.
- C. The City Council will endeavor to maintain operating reserves in the utility funds equal to 25 percent (25%) of the operating budgets.

VI. INTERFUND BORROWING POLICIES

- A. Interfund borrowing requires City Council approval.
- B. Such loans will carry a market rate of interest.
- C. Such loans may, at City Council's discretion, include interest-only payments by the borrowing fund for the first year or two.
- D. Once principal repayments begin, amortization schedules will be for level or decreasing annual debt service, not for increasing annual debt service.
- E. The borrowing fund may prepay all or a portion of the principal and interest at any time, without penalty.
- F. The lending fund may call all or part of the loan immediately at the lending fund's discretion, also without penalty.

VII. DEBT POLICIES

- A. Use of Debt
 - 1. Any use of tax and revenue anticipation borrowing will be consistent with State and federal laws and regulations.

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B. Conditions of Use

1. The City Council will use long term debt to finance a land purchase, major equipment acquisition, a capital project, or reserve only if a cost/benefit analysis establishes that the financial and community benefits of the financing exceed the costs.
2. Benefits can include, but are not limited to, the following:
 - a. Present value benefit: The current cost plus the financing cost is less than the future cost of the project or acquisition.
 - b. Maintenance value benefit: The financing cost is less than the maintenance cost of deferring the project or acquisition.
 - c. Equity benefit: Financing provides a method of spreading the cost of a project or acquisition back to the users of the project or acquisition over time.
 - d. Community benefit: Debt financing of the project or acquisition enables the City Council to meet an immediate community need.
3. Debt financing will be used only when project revenues or other identified revenue sources are sufficient to service the term of the debt.
4. The City Council by resolution will periodically establish industry standard bond debt ratios to assess maximum debt carrying capacity and will apply these ratios to each proposed debt.
5. When the City obtains debt financing on behalf of or benefiting a third party (as with assessment districts) such debt will be issued in conformance with existing City Council priorities and policies without contingent liability of the City and with all costs of issuance and administration fully reimbursed by the third party.

C. Methods

1. Staff will retain the following contract advisors for the issuance of debt:
 - a. Bond Counsel - To be selected by RFP periodically.
 - b. Disclosure Counsel – To be selected by RFP periodically.
 - c. Special Counsel - To be selected by RFP periodically to protect the City's interest in complex negotiations and document review.
 - d. Municipal Advisor - To be selected by RFP periodically to assist the City in assessing financing opportunities and options, selection of underwriters,

preparation of all required financing documents, and other financial advisory assistance as required.

- e. Underwriters - To be selected periodically by RFP for negotiated financings. For bond issues that are competitively bid, underwriter will be selected on the basis of lowest true interest cost (TIC).
2. The City Council's preference is to issue fixed rate, long-term debt with level debt service, but variable rate debt or other debt service structure may be considered if an economic advantage is identified for a particular project.
3. Bond proceeds will be held by an independent bank acting as trustee or fiscal agent.
4. The City Council's bond rating objective for the City for all debt issues is a Standard & Poor's rating of AA. Credit enhancements will be used to achieve higher ratings when there is an economic benefit.

VIII. ACCOUNTING POLICIES

A. Accounting Standards

1. The City's accounting systems and procedures will comply with Generally Accepted Accounting Principles (GAAP) and the Governmental Accounting Standards Board (GASB) to the extent necessary to achieve an unmodified audit opinion and adequate internal controls.
2. The City has adopted the historical cost method of fixed asset reporting to comply with GASB. The capitalization policy is \$5,000 or more for equipment, \$20,000 for buildings and improvements other than buildings, and \$100,000 for infrastructure.
3. Staff will prepare quarterly and annual financial reports to present a summary of financial performance and position for major operating funds.
4. Staff will provide full disclosure in the annual financial statements and bond representations.

B. Independent Auditor

1. The City will retain an independent certified auditing firm to annually conduct an audit of the financial records in accordance with all state and federal requirements.
2. The selection of the City's audit firm will be by an RFP submitted to a limited number of qualified audit firms with recognized credentials in municipal auditing.

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3. In order to promote continuity in the audit process, the engagement of the audit firm will be for a minimum period of three years. Such three-year engagement may be extended on an annual basis at the option of the City Manager.

IX. RISK MANAGEMENT POLICIES

- A. The City will maintain a risk management program for public liability, workers' compensation, and loss of property exposures. This program will emphasize the prevention and avoidance of risk, whenever possible, funding for losses which cannot be avoided, and transfer of risk to third parties whenever appropriate.
- B. The risk management process will include the systematic and continuous identification of loss perils and exposures, the analysis of these perils and exposures in terms of frequency and severity probabilities, the application of sound risk control procedures and the financing of risk consistent with the City's financial resources.
- C. If the loss potential in dollars for a particular risk is substantial and cannot be absorbed within the City's annual operating budget, the staff will develop and maintain a program of purchased insurance, funded self-insurance, or debt.
- D. Staff will endeavor to promptly settle justified claims but will vigorously defend claims which are doubtful, frivolous, or unsupported.
- E. Staff will maintain separate self-insurance funds to identify and segregate the financial resources necessary to cover insurance premiums and self-insured retentions.
 1. Revenues into the insurance funds will be generated by charges to operating programs allocated to reflect loss experience.
 2. Resources will be established at the end of each year to fund liability for open claims, incurred but not reported claims, and a catastrophic loss reserve as periodically recommended by an independent actuarial consultant, or as authorized for GAAP.
 3. The Confidence Interval for all risk management reserve funds will be maintained at a minimum of 50% confidence interval.
- F. To assist in the overall administration of the risk management program, the City Council will utilize the following consultants:
 1. Claims adjuster for workers' compensation and public liability/property damage.
 2. Claims auditor, actuarial consultant, and risk management program auditor.
 3. Insurance broker of record.

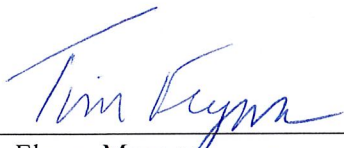
PASSED AND ADOPTED on this 30th day of June, 2020, by the following vote:

Resolution No. 15,359
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AYES: Councilmembers Basua, Flynn, Lopez, Madrigal, Perello and Ramirez.

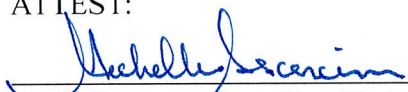
NOES: Councilman MacDonald.

ABSENT: None.



Tim Flynn, Mayor 6/30/20

ATTEST:



Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

 6/29/2020

Stephen M. Fischer, City Attorney

AMENDMENT TO THE EXISTING CITY DEBT POLICIES

Presentation to City Council

Kevin Riper, Chief Financial Officer

December 15, 2020

That the City Council:

1. Receive a presentation on an amendment to the existing City Debt Policies; and
2. Adopt a resolution amending the existing City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance.
(Finance and Governance Committee approved 3-0)

- Audit Finding (last remaining material weakness)
 - Amendment to Debt Policies
 - Monitoring Compliance with Debt Covenants
- Questions

- **Audit Finding 2015-091 – Long Term Debt**

(This is a material weakness finding)

Compliance with debt covenants particularly rate covenants in the water and wastewater funds were not determined and reviewed in a timely manner.

- Annual appropriation of revenues
- Taxes/fees are levied and collected
- Timely payment of debt service/rental payments to trustee
- Compliance with insurance requirements
- Compliance with rate covenants
- Recordkeeping and use of financed asset
- Compliance with tax covenants and timely drawdowns
- Compliance with all other bond covenants

A master debt schedule has been developed to facilitate monitoring of debt covenant requirements

City of Oxnard Debt Portfolio Summary

Delivery Date	Deal Name/Type of Issue	Issued Amount	Outstanding Amount: 6/30/20	Outstanding Coupon Range:	Purpose	Final Maturity	Current Underlying Rating	Call Features	Tax Status	Insurance	Rate Covenant	Coverage	ABT	Continuing Disclosure	Budget Appropriation	Debt Service Reserve Fund	Insurance	Foreclosure
Water Fund Debt																		
11/28/2018	2018 Water Revenue Refunding Bonds	\$ 40,370,000	\$ 39,260,000	3.875-5.00%	Current Refunding	2036	A	6/1/2028 @ 100%	Tax Exempt	BAM	Yes	Net Rev=100% DS + 25% DS Rev	Yes	Yes	N/A	Yes	Yes	N/A
6/3/2014	2014 Water Revenue Refunding Bonds (PP to Capital One)	\$ 35,025,340	\$ 27,094,023	3.80%	Advance Refunding	2034	N/A	6/1/2024 @ 100%	Tax Exempt	N/A	Yes	Net Rev=100% DS + 25% DS Rev	Yes	N/A	N/A	N/A	Yes	N/A
4/19/2012	2012 Water Revenue Refunding Bonds	\$ 9,345,000	\$ 5,925,000	3.00-5.00%	Current Refunding	2030	A	6/1/2021 @ 100%	Tax Exempt	N/A	Yes	Net Rev=100% DS + 25% DS Rev	Yes	Yes	N/A	Yes	Yes	N/A
2/11/2010	2010 A Water Revenue Bonds	\$ 16,455,000	\$ 3,635,000	5.50%	New Money	2022	A	6/1/2020 @ 100%	Tax Exempt	N/A	Yes	Net Rev=100% DS + 25% net	Yes	Yes	N/A	Yes	Yes	N/A
2/11/2010	2010 B Water Revenue Bonds (Taxable - BABs)	\$ 83,670,000	\$ 83,670,000	6.80-7.00%	New Money	2040	A	Now @make-whole ¹	Taxable	N/A	Yes	Net Rev=100% DS + 25%	Yes	Yes	N/A	Yes	Yes	N/A
Subtotal		\$ 184,865,340	\$ 159,584,023															
Wastewater Fund Debt																		
11/28/2018	2018 Wastewater Revenue Refunding	\$ 24,550,000	\$ 21,940,000	4.00-5.00%	Current Refunding	2034	A-	6/1/2028	Tax Exempt	BAM	Yes	Net Rev=100% DS + 25% DS Rev	Yes	Yes	N/A	Yes	Yes	N/A
11/25/2014	2014 Wastewater Revenue Refunding	\$ 71,985,000	\$ 71,985,000	5.00%	Current Refunding	2034	A-	6/1/2024 @ 100%	Tax Exempt	AGM	Yes	Net Rev=100% DS + 25% DS Rev	Yes	Yes	N/A	Yes	Yes	N/A
Subtotal		\$ 96,535,000	\$ 93,925,000															
Land-Secured Debt																		
8/8/2013	2013 Special Tax Refunding (CFD No. 3 - Seabridge at Mandalay)	\$ 27,870,000	\$ 24,130,000	4.08%	Refunding	2035	N/A	Now @ 103% 2023 @ 9/2/2022	Tax Exempt	N/A	N/A		N/A	N/A	N/A	N/A	N/A	Yes
8/30/2012	2012 Local Obligation Revenue Bonds	\$ 19,505,000	\$ 14,790,000	3.00-5.00%	Current Refunding	2033	A-	7/19/12 @ 100%	Tax Exempt	N/A	N/A		N/A	Yes	N/A	Yes	N/A	Yes
8/30/2012	2012 Local Obligation Revenue Bonds	\$ 9,060,000	\$ 6,885,000	4.00-5.00%	Current Refunding	2033	N/A	9/2/2022 @ 100%	Tax Exempt	N/A	N/A		N/A	Yes	N/A	Yes	N/A	Yes
2003 AD No. 2000-11 limited								9/2/2013	Tax									

That the City Council:

1. Receive a presentation on an amendment to the existing City Debt Policies; and
2. Adopt a resolution amending the existing City's Debt Policies in Resolution No. 15,359 to address bond continuing disclosure and compliance requirements and ensuring debt compliance.
(Finance and Governance Committee approved 3-0)



QUESTIONS



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. M.2

DATE: December 15, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Award Agreement A-8248 to MIG Inc., for Landscape Architecture and Engineering Design Services for Campus Park Activation Project PW 20-95. (5/5/5)

RECOMMENDATION

That the City Council award and authorize the Mayor to execute Agreement A-8248 with MIG Inc., in an amount of \$1,099,938.75 for Landscape Architecture and Engineering Design Services for the Campus Park Activation Project PW 20-95 (Project No. 215701).

BACKGROUND

On June 4th, 2019, City Council adopted resolutions authorizing the City Manager to submit an application for \$8,500,000 in Statewide Park Development and Community Revitalization Program (SPP) grant funds for the Campus Park Activation Project. To develop the grant project scope, City staff held six (6) community workshops in 2019 that led to the development of the conceptual design that was submitted to the State with the grant application. The grant application focused on Campus Park's potential role in the community as outlined in the recent Parks and Recreation Master Plan. On February 20, 2020, the City was notified that the grant was being awarded for the full \$8,500,000.

Following the grant award, the City sought a consultant team to provide landscape architecture and engineering design services for the Campus Park Activation Project (No. 215701). The project scope involves public outreach and participatory community design, cost analysis, engineering design, and preparation of plans and specifications for the proposed improvements at Campus Park.

The specific project scope as outlined in the grant application includes the design and construction of a bicycle pump track, skate park, playground, basketball courts, pelota mixteca court, performing arts amphitheater/pavilion, multi-use field/meadow, community garden, public art, walking trails, stormwater improvements, lighting and landscaping throughout the park, and the renovation of the existing parking lot. Specific budgeted amounts for each park feature are included in the grant agreement document. The creek/pond component will be designed and constructed using the City's Water Capital Improvements Facility Fund, as it is part of the Aquifer Storage and Recovery Project.

CIP Reference

Project No. **215701** – Campus Park Activation - CIP 2020-2025 - Adopted June 16, 2020 - Page 74.

DISCUSSION

The notice inviting request for proposals (RFP) from qualified consultants for landscape architecture and engineering design services for the project was published on June 19, 2020, and all proposals were due on July 22, 2020. The specific

work for this contract includes Landscape Architecture, Engineering Design Services, Community Outreach, and Construction Coordination services. The selected consultant team is to work closely with the City's Project Manager and staff to successfully complete the project and protect the interest of the City.

The City received a total of 13 proposals from MIG Inc. (MIG), Brightview, KTUA, Pamela Burton & Company, Pacific Coast Land Design Inc., Community Works Design Group, Rios, SWA, Studio MLA, RJM Design Group, Design Workshop, RRM Design Group, and Firma. Staff scored all 13 proposals using a standardized scoring sheet. The top three (3) highest scored proposals were then interviewed on September 11, 2020 for final selection.

City staff consisting of the Community Services Director, Project Manager, and Grants Coordinator evaluated qualifications for all consultants and after interviewing the top three (3) proposals ultimately recommended MIG as the most qualified firm to satisfactorily provide landscape architecture and engineering design services for the project. Following this determination, staff reviewed all documentation received from MIG and verified and approved possession of the required currently valid certificate of insurance and has no reason at this time to believe that the consultant is not legally responsible, which means trustworthy, fit and capable to satisfactorily complete the work under this agreement. Thus, staff recommends that the contract for this scope be awarded to MIG.

STRATEGIC PRIORITIES

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

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

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

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

Goal 4a. Implement CIP Plans.

Goal 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

The total cost for this agreement with MIG is \$1,099,938.75. There is currently \$8.5 million in available Parks & Rec State grant funding (Fund 178) in the Campus Park Activation Project (Project No. 215701). This amount will be sufficient to cover the landscape architecture and engineering design services for this project.

COMMITTEE OUTCOME

This item was to be considered at the Public Works and Transportation Committee meeting on November 24, 2020. However, due to a lack of quorum (Member Flynn absent and Member MacDonald had a real property conflict of interest), the item was not able to be considered.

Prepared by: Tatiana Arnaout, City Engineer

ATTACHMENTS

1. Agreement A-8248 (MIG)
2. Campus Park Proposal Hyperlink
3. MIG Award Final Presentation

**AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE**

- (1) Agreement Start Date: _____ (to be completed upon final signature authorization)
- (2) Consultant: Moore, Iacofano, Goltsman, Inc. (MIG)
- (3) Services: Campus Park Design
- (4) Schedule of Services: See Scope of Services and Schedule of Services Exhibits
- (5) Agreement Ending Date: January 6, 2022
- (6) Total Agreement Amount: \$1,099,938.75
- (7) City's Project Manager: Jim Nelson
- (8) Consultant's Project Manager: Jose Leal
- (9) Insurance Coverage: INS-A
- (10) Addresses for Notice:
- | | |
|---|---|
| <p><i>FOR CONSULTANT:</i></p> <p>617 West Seventh St. #304
Los Angeles, CA 90017
Attn: Jose Leal, Project Manager</p> | <p><i>FOR CITY:</i></p> <p>305 West Third St. 2nd Floor
Oxnard, CA 93030
Attn: Jim Nelson, Project Manager</p> |
|---|---|
- (11) Contact Emails:
- | | |
|---|--|
| <p><i>CONSULTANT'S PROJECT
MANAGER:</i></p> <p>JoseL@migcom.com</p> | <p><i>CITY'S PROJECT MANAGER:</i></p> <p>Jim.Nelson@oxnard.org</p> |
|---|--|

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- | | |
|--|---|
| ☒ Scope of Services Exhibit
☒ Rates and Costs Exhibit
☒ Schedule of Services Exhibit | ☒ Insurance Exhibit (INS-A) |
|--|---|

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in “(7) City’s Project Manager” on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in “(8) Consultant’s Project Manager” on the Cover Page as the person responsible for the Services who shall coordinate with City’s Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant’s staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors’ labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant’s employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City’s Project Manager, in the process of providing the Services or any portion thereof, the City’s Project Manager may notify the Consultant’s Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City’s Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City’s Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City’s Project Manager’s written approval before work commenced, as determined by the City’s Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant 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 Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant 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.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

a. If Consultant provides any architectural, landscape architectural, engineering or land surveying (“design professional”) services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City’s officials, directors, officers, employees, and agents (collectively, “Indemnitees”) from and against any and all claims, demands, causes of action, damages, injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys’ fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, “Claims”), to the extent that the Claims arise out of, pertain to,

or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

b. If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

c. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally, anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City.

Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is

valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant 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 Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, 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. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant 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. Consultant agrees to pay all required taxes on amounts paid to Consultant 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. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant 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 Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall,

at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a “governmental decision” as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant “financially interested,” as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant 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, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

26. Applicable Law; 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.

27. 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.

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant 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, that expressly refers to this Agreement.

32. 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 construction providing for interpretation against the party who causes the uncertainty to exist or who drafted the Agreement in whole or in part.

33. 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 Consultant 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 Consultant, 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.

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relieve to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. 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) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. 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 to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page 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.

37. 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.

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as “(1) Agreement Start Date” on the Cover Page.

CITY OF OXNARD**MOORE, IACOFANO AND GOLTSMAN, INC.
(MIG)**

☒ Tim Flynn, Mayor¹ _____ Date _____
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Agent
☐ [name] , Buyer

 Daniel Iacofano, President & CEO² _____ Date _____

 Carolyn Verheyen, Vice President _____ Date _____

ATTEST:

 Michelle Ascencion, City Clerk (only if Mayor signs) _____ Date _____

APPROVED AS TO FORM:

 Stephen M. Fischer, City Attorney (always required) _____ Date _____

¹ The City Council must authorize and the Mayor must sign any agreement over \$175,000 annually. The City Manager may authorize and sign any agreement over \$100,000 but up to \$175,000 annually. The Purchasing Manager may authorize and sign any agreement up to \$100,000 annually. A Buyer may authorize and sign any agreement up to \$25,000 annually.

² The City requires the following for any contract:

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

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

SCOPE OF SERVICES EXHIBIT

In accordance with the terms and conditions of the executed professional services agreement, Consultant will coordinate planning of the park's program elements through a comprehensive community engagement process and deliver a construction documents package (plans, specifications, estimate), suitable for bidding, that provides a single, cohesive community park program and layout. As part of the design process, Consultant will prepare high-quality drawings, exhibits, renderings, and professional oral presentations as needed for review and approval by the City.

The project includes a bicycle pump track, skate park, playground, basketball courts, Pelota Mixteca court, performing arts amphitheater/pavilion, multi-use field/ meadow, community garden, public art, walking trails, stormwater improvements, lighting and landscaping throughout the park, and the renovation of the existing parking lot. A creek will be part of the stormwater component for the site. All plans must comply with the Americans with Disabilities Act (ADA). Consultant scope of work and cost proposal (separate exhibit attached hereto and incorporated herein by this reference) includes the delivery of the following items:

- » **Geotechnical Report.**
- » **Topographic Survey.**
- » **Arborist Report.**
- » **CEQA Compliance Review.**
- » **Community Outreach and Facilitation Plan.**
- » **Three (3) Conceptual Design Alternatives.**
- » **70% and 100% Schematic Design Packages.**
- » **50% and 100% Design Development Packages.**
- » **90% and 100% Construction Document Packages.**

TASK 1: PROJECT MANAGEMENT

The goal of this task is to provide all professional and support services required to manage, control, track and report on the progress of work and expenditures provided under this scope of work, including but not limited to, coordination and management of all Consultant's subconsultants, performance of Quality Assurance/Quality Control (QA/QC) measures, and conduct of project coordination meetings with City staff and community stakeholders. Specific tasks include:

1.01: Kickoff Meeting with City's Project Team

The purpose of this meeting will be to introduce the team members, confirm the scope of work and schedule, submit information requests, and establish clear lines of communication between the City of Oxnard and Consultant.

1.02: General Project Management

Consultant will manage the design process to maintain the schedule and budget, maintain continuous liaison with the City, and provide continuing consultation and advice related to the project.

1.03: Regular Meetings with City of Oxnard

To ensure efficient and effective management of the project, The Consultant Team will participate in project team meetings at critical milestones and in regularly scheduled coordination conference calls with the City's project manager. It is expected that coordination calls will be scheduled every other week. Consultant will prepare and email conference call agendas ahead of the call. On weeks without a standing coordination conference call, Consultant will provide a short status update via email indicating task progress, any anticipated changes to the schedule, and all action items for the Consultant Team and/ or City.

1.04: Monthly Billing Invoice & Status Reports

Consultant will provide monthly Invoices accompanied by billing backup information as required by the City, and status reports. Status reports will include accomplishments for the billing period, any schedule updates, anticipated progress for the next billing period and identify any pending project which may need resolution.

1.05: Coordination and Management of Subconsultants

Consultant's Principal-In-Charge and the Project Manager shall monitor, manage and coordination with each one of Consultant's subconsultants included as part of the Consultant Team. Consultant's approach to successful coordination and management includes establishing effective channels of communication; identifying clear roles, responsibilities and authorities; complete understanding of deliverable requirements; establishment of QA/QC procedures; establishment of invoicing procedures and formatting.

1.06: Quality Assurance/Quality Control Measures

The Consultant Team will utilize its existing internal controls and any guidelines as set by the City to provide the technical resources necessary to ensure that deliverables are complete and that they meet City requirements. Reviews will be conducted by experienced staff not directly involved with the design or preparation of the deliverables. The reviews will be documented using a review form indicating the reviewer name, date of review, and the resolution of any comments. This task includes providing quality control reviews for the Design Development, 90% and 100% construction documents (plans, technical specifications, and opinion of probable costs).

TASK 2: PRELIMINARY INVESTIGATION

The goal of this phase is to review and assess existing data and reports relative to the project and conduct all necessary investigations and analyses required to identify and mitigate project issues that could impact or be impacted by the project including, but not limited to, the City's Parks and Recreation Master Plan; the Oxnard Housing Department documents and correspondence; regulatory/code and permitting requirements; Ventura County Department of Airports documents and correspondence; CEQA compliance, geotechnical investigation, including soil analysis as needed; mapping and utility investigation. Specific tasks include:

2.01: Data Gathering

Assemble and review existing plans and other information for the project site including field visits as required to fully investigate and inventory existing conditions to identify opportunities, constraints, and verify the presence of existing utilities, points of connection, orientations, sun and shade conditions, grading, existing plant material, soil conditions, etc.

2.02: Geotechnical Report

Conduct a geotechnical engineering investigation to inform the possible location of LID elements, as well as optimal locations for additional site structures. Deliverable will be in PDF format.

2.03: Topographic Survey

A topographic survey for the site will be prepared in AutoCAD format and serve as the Project base map. The Consultant will research County and City record data for centerline, survey control, existing geodetic control, and design network plans. Consultant will establish the horizontal and vertical survey control based on the City's Global Positioning System (GPS) network. Existing monuments will be used to establish the centerline of street

alignments. Centerline monuments and ties will be displayed in the topographic survey. Topography will be georeferenced using the North American Datum from 1983 (NAD83), California Zone V for horizontal control and North American Vertical Datum from 1988 (NAVD 88) for vertical control. The survey data will include:

- » **Contours at one-foot intervals**
- » **Spot elevations on hardscape features**
- » **Existing building and structure footprints**
- » **Sidewalks and trails, driveways, and handicap ramps**
- » **Pavement areas, including roadway surfaces**
- » **Trees and major specimen plants, with trunk diameters greater than 6 inches**
- » **Above ground utilities including valves, pull-boxes, meters, and vaults, misc. manholes**
- » **All major surface features that define the shape of the terrain, such as tops and toes of slopes, grade breaks and natural ground**

2.04: Arborist Report

Prepare an arboricultural evaluation of all on-site trees regardless of size. A photo-documented report will be provided that includes a tree inventory with tree number, trunk diameter, current canopy spread, health and structural condition, photographic of each tree, suitability for preservation, and suitability for relocation. A tree location plan will accompany the report and be included in the contract documents.

2.05: CEQA Compliance Review

Consultant will review the development application, project plans, any applicant-provided technical reports prepared for the Project, and any other documents relevant to the environmental analysis. This review will allow Consultant to determine the adequacy of the documentation prepared to comply with CEQA. Consultant will identify baseline environmental conditions that will be affected by the Project through evaluation of the project location, environmental setting, and project characteristics.

2.06: Mapping and Utility Investigation

Consultant will review existing data available for the project include site conditions, and request and utilities in the area from utility agencies. Consultant will perform a utility search for all affected utilities in the project area including, but not limited to, water, electric, gas, sewer, communication, and storm drain. Consultant will develop a technical memorandum identifying each utility, as-built drawing numbers, contact information for each utility, and their existing and proposed structures in the project area. Consultant will add the utilities to a base map to be used in evaluating schematic designs.

TASK 3: COMMUNITY ENGAGEMENT

3.01: Stakeholder Meetings

The Consultant Team will facilitate a set of meetings to introduce stakeholders to the design process and elicit input into the Community Outreach and Facilitation Plan. Stakeholders will include those involved in the first phase of input into the grant application and others who can become partners in implementing the strategies included in the Community Outreach and Facilitation Plan. At minimum this should include City Corps, Oxnard PAL, Oxnard Rec.

3.02: Develop Community Outreach and Facilitation Plan

Consultant will develop a responsive and adaptive plan that will prepare the process of Public Engagement. This plan will include specific activities and a proposed sequence of events that corresponds to the design development benchmarks.

3.03: Initiate Multimedia Campaign

Consultant will develop a multi-platform, multi-point, bilingual campaign that will include both digital and paper components. These will correspond to the development of the design components and will function to both build awareness about the Campus Park design and development process, but also to gain input and feedback about emerging concepts.

3.04: Youth/Corps Training

Consultant will design and implement a training to educate Oxnard youth about planning and design, generate excitement about amenities and features of the new Campus Park, and encourage participants to share their unique perspective on what they think will make Campus Park a great community asset. The training will include an interactive presentation that introduces students to planning and design concepts, emphasizes the importance of community involvement, and incorporates facilitation techniques to equip youth with the skills to conduct community engagement activities with their peers. A toolkit with relevant design and facilitation materials will be developed and provided to youth. The kits will be designed for trained youth for in person events and digital platforms. The training will be conducted in a digital platform and adapted for in person engagement responding to social distance guidelines. Consultant will work with the city management team to conduct outreach to groups to recruit youth for the training. An initial toolkit will be designed for the first round of community workshops and revised for the second and third phases. Toolkit contents will be highly visual, accessible, and relevant to youth.

3.05 Community Workshops - Round 13.06 Community Workshops - Round 23.07 Community Workshops - Round 3

The Consultant Team will design and implement three rounds of community workshops series to engage with the Oxnard community and stakeholders in shaping the design of the new Campus Park. Consultant will utilize a variety of methods and tools to elicit input from community members. Consultant will utilize the input gathered during the grant application phase to curate highly visual materials to gather community ideas on specific elements of the design. Community members will participate in interactive exercises during a digital / web-based workshop. This activity will be adapted for the Youth / Corps (Task 3.4) to facilitate after their training, being implemented as an on-site drop by workshop, and for conducting on social media platforms. Consultant will develop an outline describing the approach for delivering the outreach activities for each round of workshops. The outline will include location and venues for in person activities, digital and remote engagement, method and timing for advertising meetings, and team roles. For each activity, Consultant will create project information materials, design an input tool, and develop a summary of the results. The Consultant Team proposes convening community members and stakeholders over three phases of the design process: 1) Envisioning design elements; 2) Reviewing design alternatives; 3) Final design.

TASK 4: SCHEMATIC DESIGN

The goal of this phase is to generate a refined site design for the project using information gathered during the community engagement process. Multiple (three) conceptual design alternatives will be prepared and presented to the community. During a design workshop with the City's project team, a consolidated design approach will be

prepared based on feedback from the community, stakeholders, and City staff. The schematic design package will include planting palettes and layout for native and drought-tolerant landscaping; identification of irrigation needs, feasibility, and available resources; lighting design fixture selection and layout; identification of feasible locations for stormwater infiltration and LID features (i.e. bioswales and permeable pavement); art potential locations for community art. A preliminary estimate of probable costs will be prepared to validate the proposed schematic design is within the stated budget. Specific tasks include:

4.01: Kickoff Design Workshop with City's Project Team

The goal of this meeting will be to review information gathered during the first round of Community Workshops.

4.02: Prepare Three (3) Distinct Conceptual Design Alternatives

These alternative designs will be reviewed by the Community, Stakeholders, and City's project team. Concepts will be illustrated with plans, sections, elevations, image boards, precedent imagery, and photo-simulations as required to sufficiently communicate the design intent. Deliverable will be in digital format (PDF).

4.03: 70% Design Workshop

Workshop with City's Project Team for review and discussion of Conceptual Design Alternatives.

4.04: Prepare 70% Schematic Design Package

Design package based on approved Conceptual Design approach(es) and feedback from City's Project Team. Package will include development of landscape and hardscape features, (prefabricated) restroom, lighting, site furnishings, signage and graphics, grading and drainage, and LID features.

4.05: Present 70% Schematic Design Package to Parks, Recreation, Community Services Commission

The goal of this presentation will be to present the conceptual design and information gathered during the Community Workshops and solicit feedback from the Commission.

4.06: Prepare 100% Schematic Design Package

This package is based on revisions requested by the Commission and City's Project Team. A preliminary estimate of probable construction costs will be prepared for this milestone.

TASK 5: DESIGN DEVELOPMENT

The goal of this task is to prepare a Design Development package (60% PS&E) based on the approved Schematic Design package – ensuring that all elements described in the Grant Agreement (which is attached hereto and incorporated herein as Attachment A by this reference) are prioritized. The Consultant shall refine the design and identify all key construction systems, materials, and critical coordination issues. The Consultant will refine the Schematic Design and identify all key construction systems, materials, and critical coordination issues while initiating the PS&E process. Consultant will initiate coordination of the landscape design with the subconsultant team, City's Project Team, and specialty subcontractors. Drawings to be prepared in AutoCAD and PDF formats for review with City's Project Manager. Samples of proposed materials (planting, paving, furniture, etc.) will be provided for review with the City's Project Manager. Specific tasks include:

5.01: Coordinate CEQA Compliance Documentation

Consultant will work closely with City staff to coordinate CEQA compliance and documentation. Consultant will review the Categorical Exemption, coordinate public noticing, and provide assistance at the public hearing(s).

5.02: Prepare 50% Design Development Package

This is an interim submittal for internal review with the City of Oxnard. Package will include draft plans and outline specifications – as well as perspective sketches and renderings as required to convey the landscape character of the project.

5.03: Attend Progress Submittal Review Meeting

This meeting will be with the City of Oxnard to review the interim 50% Design Development package.

5.04: Prepare 100% Design Development Package (70% PS&E)

Based on feedback from the City of Oxnard review meeting, Consultant to revise Design Development package and submit for City review.

TASK 6: FINAL PS&E

The goal of this task is to prepare final construction documents (plans, specifications, and estimate) suitable to bidding and construction. Specific tasks include:

6.01: Prepare 90% Construction Documents Package

Based on feedback from Design Development package, Consultant will make necessary revisions to PS&E and submit to City of Oxnard for plan check. The 90% CD package will also be submitted to the California Natural Resources Agency for their review of project conformance to grant requirements.

6.02: Prepare 100% Construction Documents Package

Consultant to address comments from plan check and California Natural Resources Agency and prepare final plans, specifications, and estimate, and submit to City of Oxnard. It is anticipated that this package will be suitable for bidding and construction.

TASK 7: CONSTRUCTION PHASE SUPPORT

The goal of this task is to provide design support during construction phases. Consultant will respond to requests for information (RFI) from the construction contractor (Contractor), and review submittals for those parts of the project in the above scope of services. Consultant will provide design services during construction in support of the City's Construction Project Manager. Consultant will visit the site to familiarize generally with the progress and quality of construction and determine in general if the construction is proceeding in accordance with project design intent and construction documents. Consultant will keep the City informed of the progress of construction and may recommend to the City the rejection of work failing to conform to the contract documents. Specific tasks include:

7.01: Attend Pre-Construction Meeting

Meeting with Contractor and City's Construction Project Manager to review construction schedule, proposed submittal log, and methods of communication.

7.02: Attend Bi-Weekly Construction Meetings

Meetings to review progress, assist the Contractor and City's Construction Project Manager in interpretation of the design, and to observe the Contractor's conformance to the plans and specifications.

7.03: Perform In-House Field Coordination

Coordination including preparing responses to Contractor Requests for Information (RFIs), submittal and shop drawing review, and preparation of drawing addenda.

7.04: Perform Nursery Visits

These visits will take place in Southern California region to review 24" box trees and larger, observing conformance to Specifications.

7.05: Attend Pre-Punch Job Walk

This walk will identify items that require Contractor resolution; includes preparation of punch list in collaboration with City's Construction Project Manager.

7.06: Attend Punch List Job Walk

Job walk to review resolution of items that require Contractor resolution.

7.07: Prepare Record Drawings

These drawings based on Contractor as-built markups, and deliver to City of Oxnard.

COSTS AND RATES EXHIBIT

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee Summary
16 October 2020

	MIG	Encompass Design Group	Integral Group	Brandow & Johnson	Jacobus & Yuang	Carlberg Associates	Spohn Ranch	Geolabs	Subtotal x Phase
Task 1: Project Management	\$ 77,935.00	\$ 3,840.00	\$ -	\$ -	\$ -	\$ -	\$ 2,106.00	\$ -	\$ 83,881.00
Task 2: Preliminary Investigation	\$ 15,830.00	\$ 29,920.00	\$ -	\$ -	\$ -	\$ 7,920.00	\$ 238.00	\$ 8,852.00	\$ 62,760.00
Task 3: Community Engagement	\$ 90,680.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,428.00	\$ -	\$ 92,108.00
Task 4: Schematic Design	\$ 107,330.00	\$ 23,280.00	\$ -	\$ 3,150.00	\$ 6,044.50	\$ -	\$ 8,774.00	\$ -	\$ 148,578.50
Task 5: Design Development	\$ 121,760.00	\$ 109,635.00	\$ 11,310.00	\$ 3,720.00	\$ 13,347.10	\$ -	\$ 7,458.00	\$ -	\$ 267,230.10
Task 6: Final PS&E	\$ 130,220.00	\$ 75,450.00	\$ 15,200.00	\$ 8,180.00	\$ 18,883.15	\$ -	\$ 18,031.00	\$ -	\$ 265,964.15
Task 7: Construction Phase Support	\$ 92,025.00	\$ 33,240.00	\$ 5,460.00	\$ 6,020.00	\$ -	\$ -	\$ 7,672.00	\$ -	\$ 144,417.00
Reimbursables Budget	\$ 20,050.00	\$ 5,000.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 1,100.00	\$ 7,950.00	\$ 35,000.00
Subtotal x Consultant	\$ 655,830.00	\$ 280,365.00	\$ 32,270.00	\$ 21,270.00	\$ 38,474.75	\$ 8,120.00	\$ 46,807.00	\$ 16,802.00	
Grand Total									\$ 1,099,938.75

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee
16 October 2020

		MIG																							
		Evan Mather		Jose Leal		Wendy Chan		TBD		TBD		Esmeralda Garcia		Noe Noyola		TBD									
		Principal Project Director		Senior Project Manager		Landscape Architect		Irrigation Design		Landscape Designer		Principal (Outreach)		Project Manager (Outreach)		Outreach Associate									
		Hours @	\$	240	Hours @	\$	175	Hours @	\$	140	Hours @	\$	90	Hours @	\$	240	Hours @	\$	140	Hours @	\$	100			
Task 1: Project Management																									
1.01	Kickoff Meeting with City's Project Team	5	\$	1,200	2	\$	350	4	\$	700	0	\$	-	0	\$	-	2	\$	480	2	\$	280	0	\$	-
1.02	General Project Management	0	\$	-	100	\$	23,450	0	\$	-	0	\$	-	0	\$	-	0	\$	-	20	\$	2,800	0	\$	-
1.03	Regular Meetings with City of Oxnard	25	\$	6,000	100	\$	17,500	25	\$	4,375	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
1.04	Monthly Billing Invoice & Status Reports	0	\$	-	24	\$	4,200	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
1.05	Coordination and Management of Subconsultants	0	\$	-	40	\$	7,000	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
1.06	Quality Assurance/Quality Control Measures	40	\$	9,600	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
	Subtotal	70	\$	16,800	266	\$	52,500	29	\$	5,075	0	\$	-	0	\$	-	2	\$	480	22	\$	3,080	0	\$	-
Task 2: Preliminary Investigation																									
2.01	Data Gathering	0	\$	-	26	\$	4,550	0	\$	-	0	\$	-	56	\$	5,040	0	\$	-	0	\$	-	0	\$	-
2.02	Geotechnical Report	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
2.03	Topographic Survey	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
2.04	Arborist Report	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
2.05	CEQA Compliance Review	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
2.06	Mapping and Utility Investigation	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
	Subtotal	0	\$	-	26	\$	4,550	0	\$	-	0	\$	-	56	\$	5,040	0	\$	-	0	\$	-	0	\$	-
Task 3: Community Engagement																									
3.01	Stakeholder Meetings	4	\$	960	4	\$	700	4	\$	700	0	\$	-	0	\$	-	4	\$	960	16	\$	2,240	8	\$	800
3.02	Develop Community Outreach and Facilitation Plan	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	4	\$	960	12	\$	1,680	0	\$	-
3.03	Initiate Multimedia Campaign	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	8	\$	1,920	16	\$	2,240	80	\$	8,000
3.04	Youth/Corps Training	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	16	\$	3,840	24	\$	3,360	32	\$	3,200
3.05	Community Workshops - Round 1	8	\$	1,920	8	\$	1,400	8	\$	1,400	0	\$	-	0	\$	-	16	\$	3,840	32	\$	4,480	32	\$	3,200
3.06	Community Workshops - Round 2	8	\$	1,920	8	\$	1,400	8	\$	1,400	0	\$	-	0	\$	-	16	\$	3,840	32	\$	4,480	32	\$	3,200
3.07	Community Workshops - Round 3	8	\$	1,920	8	\$	1,400	8	\$	1,400	0	\$	-	0	\$	-	16	\$	3,840	32	\$	4,480	32	\$	3,200
	Subtotal	28	\$	6,720	28	\$	4,900	28	\$	4,900	0	\$	-	0	\$	-	80	\$	19,200	164	\$	22,960	216	\$	21,600
Task 4: Schematic Design																									
4.01	Kickoff Design Workshop with City's Project Team	4	\$	960	4	\$	700	4	\$	700	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
4.02	Prepare Conceptual Design Alternatives (2)	40	\$	9,600	40	\$	7,000	53	\$	9,275	0	\$	-	257	\$	23,130	0	\$	-	0	\$	-	0	\$	-
4.03	70% Design Workshop with City's Project Team	4	\$	960	4	\$	700	4	\$	700	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
4.04	Prepare 70% Schematic Design Package	20	\$	4,800	20	\$	3,500	32	\$	5,600	0	\$	-	154	\$	13,860	0	\$	-	0	\$	-	0	\$	-
4.05	Present 70% Schematic Design Package to Parks, Recreation, Community Services	4	\$	960	4	\$	700	4	\$	700	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
4.06	Prepare 100% Schematic Design Package	11	\$	2,640	11	\$	1,925	22	\$	3,850	0	\$	-	103	\$	9,270	0	\$	-	0	\$	-	0	\$	-
	Subtotal	83	\$	19,920	83	\$	14,525	119	\$	20,825	0	\$	-	514	\$	46,260	0	\$	-	0	\$	-	0	\$	-
Task 5: Design Development																									
5.01	Coordinate CEQA Compliance Documentation	0	\$	-	8	\$	1,400	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
5.02	Prepare 50% Design Development Package	40	\$	9,600	40	\$	7,000	80	\$	14,000	25	\$	3,500	335	\$	30,150	0	\$	-	0	\$	-	0	\$	-
5.03	Attend Progress Submittal Review Meeting with City of Oxnard	4	\$	960	0	\$	-	4	\$	700	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
5.04	Prepare 100% Design Development Package	27	\$	6,480	27	\$	4,725	53	\$	9,275	17	\$	2,380	207	\$	18,630	0	\$	-	0	\$	-	0	\$	-
	Subtotal	71	\$	17,040	75	\$	13,125	137	\$	23,975	42	\$	5,880	542	\$	48,780	0	\$	-	0	\$	-	0	\$	-
Task 6: Final PS&E																									
6.01	Prepare 90% Construction Documents Package	28	\$	6,720	28	\$	4,900	120	\$	21,000	100	\$	14,000	308	\$	27,720	0	\$	-	0	\$	-	0	\$	-
6.02	Prepare 100% Construction Documents Package	20	\$	4,800	20	\$	3,500	80	\$	14,000	66	\$	9,240	206	\$	18,540	0	\$	-	0	\$	-	0	\$	-
	Subtotal	48	\$	11,520	48	\$	8,400	200	\$	35,000	166	\$	23,240	514	\$	46,260	0	\$	-	0	\$	-	0	\$	-
Task 7: Construction Phase Support																									
7.01	Pre-Construction Meeting	0	\$	-	4	\$	700	4	\$	700	4	\$	560	4	\$	360	0	\$	-	0	\$	-	0	\$	-
7.02	Bi-Weekly Construction Meetings	12	\$	2,880	8	\$	1,400	208	\$	36,400	40	\$	5,600	0	\$	-	0	\$	-	0	\$	-	0	\$	-
7.03	In-House Field Coordination	8	\$	1,920	15	\$	2,625	104	\$	18,200	31	\$	4,340	40	\$	3,600	0	\$	-	0	\$	-	0	\$	-
7.04	Nursery Visits	0	\$	-	0	\$	-	24	\$	4,200	0	\$	-	0	\$	-	0	\$	-	0	\$	-	0	\$	-
7.05	Pre-Punch Job Walk	0	\$	-	0	\$	-	8	\$	1,400	0	\$	-	8	\$	720	0	\$	-	0	\$	-	0	\$	-
7.06	Punch List Job Walk	0	\$	-	0	\$	-	8	\$	1,400	0	\$	-	8	\$	720	0	\$	-	0	\$	-	0	\$	-
7.07	Record Drawings	0	\$	-	0	\$	-	4	\$	700	0	\$	-	40	\$	3,600	0	\$	-	0	\$	-	0	\$	-
	Subtotal	20	\$	4,800	27	\$	4,725	360	\$	63,000	75	\$	10,500	100	\$	9,000	0	\$	-	0	\$	-	0	\$	-
	TOTAL LABOR	320	\$	76,800.00	553	\$	102,725.00	873	\$	152,775.00	283	\$	39,620.00	1726	\$	155,340.00	82	\$	19,680.00	186	\$	26,040.00	216	\$	21,600.00
	TOTAL DIRECT COSTS																								
	TOTAL CONTRACT AMOUNT																								

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee
16 October 2020

												ECG Encompass Consultant Group		Integral Group		Brandow & Johnson		Jacobus & Yuang	
		TBD		Melinda Mohammed		Cameron Hile		Dean DeShetler		MIG Task Totals		ECG Task Totals		Integral Group Task Totals		B&J Task Totals		Jacobus & Yuang Task Totals	
		Graphic Designer		Biologist		CEQA Compliance		Wayfinding and Graphics											
		Hours @	\$	130	Hours @	\$	135	Hours @	\$										
Task 1: Project Management																			
1.01	Kickoff Meeting with City's Project Team	0	\$ -	0	\$ -	0	\$ -	0	\$ -	15	\$ 3,010	4	\$ 690	0	\$ -	0	\$ -	0	\$ -
1.02	General Project Management	0	\$ -	0	\$ -	0	\$ -	0	\$ -	120	\$ 26,250	0	\$ -	0	\$ -	0	\$ -	0	\$ -
1.03	Regular Meetings with City of Oxnard	0	\$ -	0	\$ -	0	\$ -	0	\$ -	150	\$ 27,875	18	\$ 3,150	0	\$ -	0	\$ -	0	\$ -
1.04	Monthly Billing Invoice & Status Reports	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 4,200	0	\$ -	0	\$ -	0	\$ -	0	\$ -
1.05	Coordination and Management of Subconsultants	0	\$ -	0	\$ -	0	\$ -	0	\$ -	40	\$ 7,000	0	\$ -	0	\$ -	0	\$ -	0	\$ -
1.06	Quality Assurance/Quality Control Measures	0	\$ -	0	\$ -	0	\$ -	0	\$ -	40	\$ 9,600	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	389	\$ 77,935	22	\$ 3,840	0	\$ -	0	\$ -	0	\$ -
Task 2: Preliminary Investigation																			
2.01	Data Gathering	0	\$ -	0	\$ -	0	\$ -	0	\$ -	82	\$ 9,590	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2.02	Geotechnical Report	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2.03	Topographic Survey	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	102	\$ 20,080	0	\$ -	0	\$ -	0	\$ -
2.04	Arborist Report	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2.05	CEQA Compliance Review	0	\$ -	24	\$ 3,240	24	\$ 3,000	0	\$ -	48	\$ 6,240	0	\$ -	0	\$ -	0	\$ -	0	\$ -
2.06	Mapping and Utility Investigation	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	64	\$ 9,840	0	\$ -	0	\$ -	0	\$ -
	Subtotal	0	\$ -	24	\$ 3,240	24	\$ 3,000	0	\$ -	130	\$ 15,830	166	\$ 29,920	0	\$ -	0	\$ -	0	\$ -
Task 3: Community Engagement																			
3.01	Stakeholder Meetings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	40	\$ 6,360	0	\$ -	0	\$ -	0	\$ -	0	\$ -
3.02	Develop Community Outreach and Facilitation Plan	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,640	0	\$ -	0	\$ -	0	\$ -	0	\$ -
3.03	Initiate Multimedia Campaign	40	\$ 5,200	0	\$ -	0	\$ -	0	\$ -	144	\$ 17,360	0	\$ -	0	\$ -	0	\$ -	0	\$ -
3.04	Youth/Corps Training	16	\$ 2,080	0	\$ -	0	\$ -	0	\$ -	88	\$ 12,480	0	\$ -	0	\$ -	0	\$ -	0	\$ -
3.05	Community Workshops - Round 1	8	\$ 1,040	0	\$ -	0	\$ -	0	\$ -	112	\$ 17,280	0	\$ -	0	\$ -	0	\$ -	0	\$ -
3.06	Community Workshops - Round 2	8	\$ 1,040	0	\$ -	0	\$ -	0	\$ -	112	\$ 17,280	0	\$ -	0	\$ -	0	\$ -	0	\$ -
3.07	Community Workshops - Round 3	8	\$ 1,040	0	\$ -	0	\$ -	0	\$ -	112	\$ 17,280	0	\$ -	0	\$ -	0	\$ -	0	\$ -
	Subtotal	80	\$ 10,400	0	\$ -	0	\$ -	0	\$ -	624	\$ 90,680	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Task 4: Schematic Design																			
4.01	Kickoff Design Workshop with City's Project Team	0	\$ -	0	\$ -	0	\$ -	0	\$ -	12	\$ 2,360	2	\$ 360	0	\$ -	0	\$ -	0	\$ -
4.02	Prepare Conceptual Design Alternatives (2)	0	\$ -	0	\$ -	0	\$ -	0	\$ -	390	\$ 49,005	48	\$ 7,640	0	\$ -	1	\$ 240	0	\$ -
4.03	70% Design Workshop with City's Project Team	0	\$ -	0	\$ -	0	\$ -	0	\$ -	12	\$ 2,360	0	\$ -	0	\$ -	0	\$ -	0	\$ -
4.04	Prepare 70% Schematic Design Package	0	\$ -	0	\$ -	0	\$ -	24	\$ 3,480	250	\$ 31,240	48	\$ 7,640	0	\$ -	12	\$ 1,910	0	\$ -
4.05	Present 70% Schematic Design Package to Parks, Recreation, Community Services	0	\$ -	0	\$ -	0	\$ -	0	\$ -	12	\$ 2,360	0	\$ -	0	\$ -	0	\$ -	0	\$ -
4.06	Prepare 100% Schematic Design Package	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,320	163	\$ 20,005	48	\$ 7,640	0	\$ -	6	\$ 1,000	45	\$ 6,045
	Subtotal	0	\$ -	0	\$ -	0	\$ -	40	\$ 5,800	839	\$ 107,330	146	\$ 23,280	0	\$ -	19	\$ 3,150	45	\$ 6,045
Task 5: Design Development																			
5.01	Coordinate CEQA Compliance Documentation	0	\$ -	16	\$ 2,160	40	\$ 5,000	0	\$ -	64	\$ 8,560	0	\$ -	0	\$ -	0	\$ -	0	\$ -
5.02	Prepare 50% Design Development Package	0	\$ -	0	\$ -	0	\$ -	24	\$ 3,480	544	\$ 67,730	436	\$ 70,840	36	\$ 6,240	13	\$ 1,980	0	\$ -
5.03	Attend Progress Submittal Review Meeting with City of Oxnard	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,660	2	\$ 360	0	\$ -	0	\$ -	0	\$ -
5.04	Prepare 100% Design Development Package	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,320	347	\$ 43,810	239	\$ 38,435	30	\$ 5,070	12	\$ 1,740	100	\$ 13,347
	Subtotal	0	\$ -	16	\$ 2,160	40	\$ 5,000	40	\$ 5,800	963	\$ 121,760	677	\$ 109,635	66	\$ 11,310	25	\$ 3,720	100	\$ 13,347
Task 6: Final PS&E																			
6.01	Prepare 90% Construction Documents Package	0	\$ -	0	\$ -	0	\$ -	24	\$ 3,480	608	\$ 77,820	330	\$ 55,050	64	\$ 11,000	45	\$ 6,200	79	\$ 10,563
6.02	Prepare 100% Construction Documents Package	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,320	408	\$ 52,400	120	\$ 20,400	24	\$ 4,200	13	\$ 1,980	62	\$ 8,320
	Subtotal	0	\$ -	0	\$ -	0	\$ -	40	\$ 5,800	1016	\$ 130,220	450	\$ 75,450	88	\$ 15,200	58	\$ 8,180	141	\$ 18,883
Task 7: Construction Phase Support																			
7.01	Pre-Construction Meeting	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,320	8	\$ 1,380	0	\$ -	4	\$ 760	0	\$ -
7.02	Bi-Weekly Construction Meetings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	268	\$ 46,280	60	\$ 10,200	17	\$ 2,935	0	\$ -	0	\$ -
7.03	In-House Field Coordination	0	\$ -	0	\$ -	0	\$ -	0	\$ -	198	\$ 30,685	80	\$ 13,500	0	\$ -	20	\$ 2,760	0	\$ -
7.04	Nursery Visits	0	\$ -	0	\$ -	0	\$ -	0	\$ -	24	\$ 4,200	0	\$ -	0	\$ -	0	\$ -	0	\$ -
7.05	Pre-Punch Job Walk	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,120	4	\$ 690	5	\$ 775	8	\$ 1,520	0	\$ -
7.06	Punch List Job Walk	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 2,120	4	\$ 690	5	\$ 775	0	\$ -	0	\$ -
7.07	Record Drawings	0	\$ -	0	\$ -	0	\$ -	0	\$ -	44	\$ 4,300	41	\$ 6,780	6	\$ 975	8	\$ 980	0	\$ -
	Subtotal	0	\$ -	0	\$ -	0	\$ -	0	\$ -	582	\$ 92,025	197	\$ 33,240	33	\$ 5,460	40	\$ 6,020	0	\$ -
	TOTAL LABOR	80	\$ 10,400.00	40	\$ 5,400.00	64	\$ 8,000.00	120	\$ 17,400.00	4543	\$ 635,780.00	1658	\$ 275,365.00	187	\$ 31,970.00	142	\$ 21,070.00	286	\$ 38,274.75
	TOTAL DIRECT COSTS										\$ 20,050.00		\$ 5,000.00		\$ 300.00		\$ 200.00		\$ 200.00
	TOTAL CONTRACT AMOUNT																		

Campus Park Design/Activation Project (RFP #PW 20-95)
Proposed Professional Service Fee
16 October 2020

		Carlberg Associates		Spohn Ranch		Geolabs		
		Carlberg Associates Task Totals		Spohn Ranch Task Totals		Geolabs Task Totals		Professional Fee Totals
Task 1: Project Management								
1.01	Kickoff Meeting with City's Project Team	0	\$ -	0	\$ -	0	\$ -	\$ 3,700
1.02	General Project Management	0	\$ -	14	\$ 1,666	0	\$ -	\$ 27,916
1.03	Regular Meetings with City of Oxnard	0	\$ -	0	\$ -	0	\$ -	\$ 31,025
1.04	Monthly Billing Invoice & Status Reports	0	\$ -	8	\$ 440	0	\$ -	\$ 4,640
1.05	Coordination and Management of Subconsultants	0	\$ -	0	\$ -	0	\$ -	\$ 7,000
1.06	Quality Assurance/Quality Control Measures	0	\$ -	0	\$ -	0	\$ -	\$ 9,600
Subtotal		0	\$ -	22	\$ 2,106	0	\$ -	\$ 83,881
Task 2: Preliminary Investigation								
2.01	Data Gathering	0	\$ -	2	\$ 238	0	\$ -	\$ 9,828
2.02	Geotechnical Report	0	\$ -	0	\$ -	72	\$ 8,852	\$ 8,852
2.03	Topographic Survey	0	\$ -	0	\$ -	0	\$ -	\$ 20,080
2.04	Arborist Report	48	\$ 7,920	0	\$ -	0	\$ -	\$ 7,920
2.05	CEQA Compliance Review	0	\$ -	0	\$ -	0	\$ -	\$ 6,240
2.06	Mapping and Utility Investigation	0	\$ -	0	\$ -	0	\$ -	\$ 9,840
Subtotal		48	\$ 7,920	2	\$ 238	72	\$ 8,852	\$ 62,760
Task 3: Community Engagement								
3.01	Stakeholder Meetings	0	\$ -	0	\$ -	0	\$ -	\$ 6,360
3.02	Develop Community Outreach and Facilitation Plan	0	\$ -	0	\$ -	0	\$ -	\$ 2,640
3.03	Initiate Multimedia Campaign	0	\$ -	0	\$ -	0	\$ -	\$ 17,360
3.04	Youth/Corps Training	0	\$ -	0	\$ -	0	\$ -	\$ 12,480
3.05	Community Workshops - Round 1	0	\$ -	12	\$ 1,428	0	\$ -	\$ 18,708
3.06	Community Workshops - Round 2	0	\$ -	0	\$ -	0	\$ -	\$ 17,280
3.07	Community Workshops - Round 3	0	\$ -	0	\$ -	0	\$ -	\$ 17,280
Subtotal		0	\$ -	12	\$ 1,428	0	\$ -	\$ 92,108
Task 4: Schematic Design								
4.01	Kickoff Design Workshop with City's Project Team	0	\$ -	4	\$ 476	0	\$ -	\$ 3,196
4.02	Prepare Conceptual Design Alternatives (2)	0	\$ -	24	\$ 2,856	0	\$ -	\$ 59,741
4.03	70% Design Workshop with City's Project Team	0	\$ -	30	\$ 3,570	0	\$ -	\$ 5,930
4.04	Prepare 70% Schematic Design Package	0	\$ -	16	\$ 1,232	0	\$ -	\$ 42,022
4.05	Present 70% Schematic Design Package to Parks, Recreation, Community Services	0	\$ -	0	\$ -	0	\$ -	\$ 2,360
4.06	Prepare 100% Schematic Design Package	0	\$ -	10	\$ 640	0	\$ -	\$ 35,330
Subtotal		0	\$ -	84	\$ 8,774	0	\$ -	\$ 148,579
Task 5: Design Development								
5.01	Coordinate CEQA Compliance Documentation	0	\$ -	0	\$ -	0	\$ -	\$ 8,560
5.02	Prepare 50% Design Development Package	0	\$ -	54	\$ 5,670	0	\$ -	\$ 152,460
5.03	Attend Progress Submittal Review Meeting with City of Oxnard	0	\$ -	0	\$ -	0	\$ -	\$ 2,020
5.04	Prepare 100% Design Development Package	0	\$ -	20	\$ 1,788	0	\$ -	\$ 104,190
Subtotal		0	\$ -	74	\$ 7,458	0	\$ -	\$ 267,230
Task 6: Final PS&E								
6.01	Prepare 90% Construction Documents Package	0	\$ -	169	\$ 12,961	0	\$ -	\$ 173,594
6.02	Prepare 100% Construction Documents Package	0	\$ -	52	\$ 5,070	0	\$ -	\$ 92,370
Subtotal		0	\$ -	221	\$ 18,031	0	\$ -	\$ 265,964
Task 7: Construction Phase Support								
7.01	Pre-Construction Meeting	0	\$ -	8	\$ 952	0	\$ -	\$ 5,412
7.02	Bi-Weekly Construction Meetings	0	\$ -	40	\$ 4,760	0	\$ -	\$ 64,175
7.03	In-House Field Coordination	0	\$ -	10	\$ 1,190	0	\$ -	\$ 48,135
7.04	Nursery Visits	0	\$ -	0	\$ -	0	\$ -	\$ 4,200
7.05	Pre-Punch Job Walk	0	\$ -	0	\$ -	0	\$ -	\$ 5,105
7.06	Punch List Job Walk	0	\$ -	0	\$ -	0	\$ -	\$ 3,585
7.07	Record Drawings	0	\$ -	10	\$ 770	0	\$ -	\$ 13,805
Subtotal		0	\$ -	68	\$ 7,672	0	\$ -	\$ 144,417
	TOTAL LABOR	48	\$ 7,920.00	483	\$ 45,707.00	72	\$ 8,852.00	\$ 1,064,938.75
	TOTAL DIRECT COSTS		\$ 200.00		\$ 1,100.00		\$ 7,950.00	\$ 35,000.00
	TOTAL CONTRACT AMOUNT							\$ 1,099,938.75

SCHEDULE OF SERVICES EXHIBIT

(page 1 of 2)

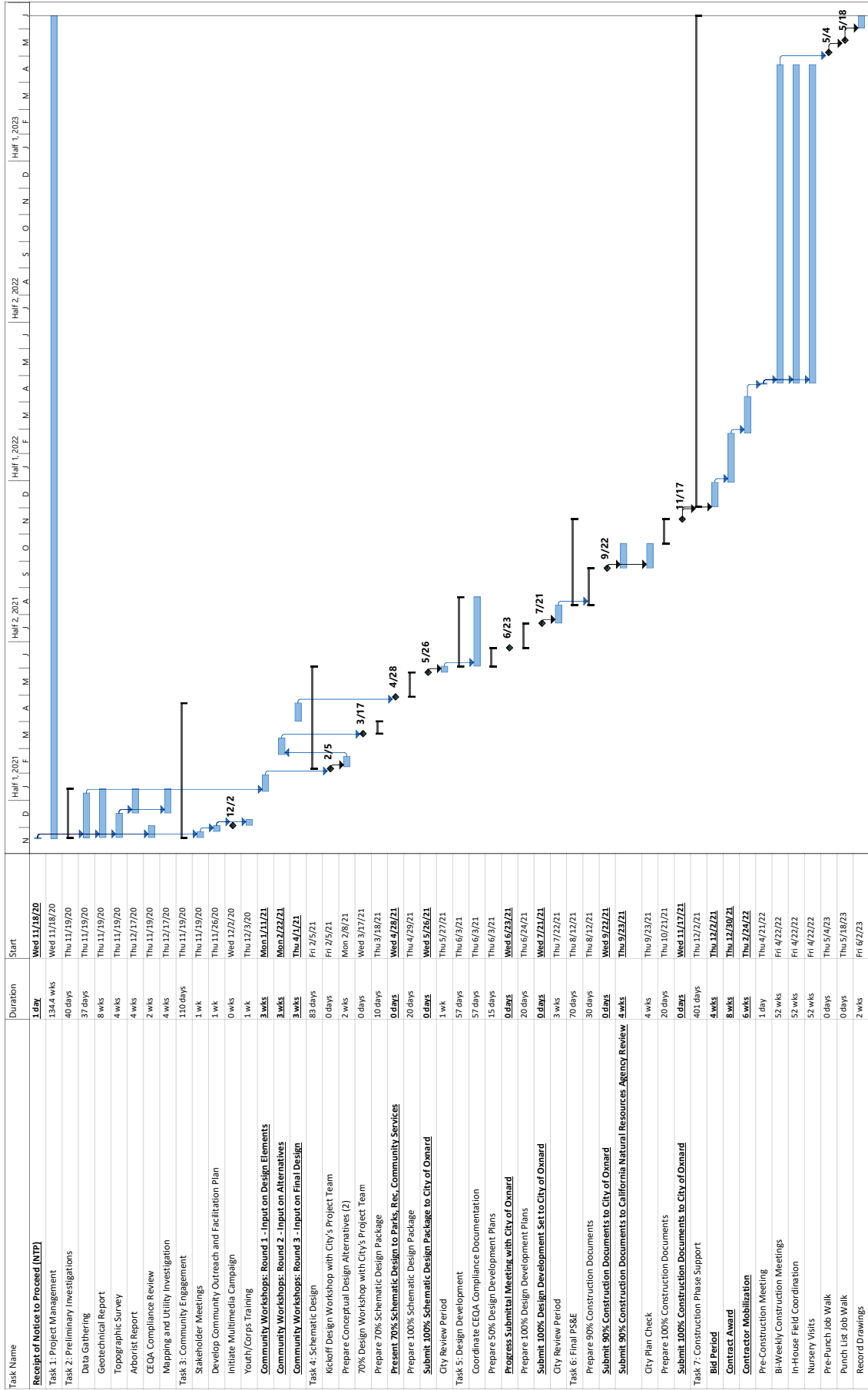
Specific project milestones include:

- » Kickoff Meeting with City of Oxnard – TBD Following Agreement Execution
- » Community Workshops Round #1 – January 11-29, 2021
- » Kickoff Design Workshop with City of Oxnard – February 5, 2021
- » Community Workshops Round #2 – February 22-March 12, 2021
- » 70% Design Workshop with City of Oxnard – March 17, 2021
- » Community Workshops Round #3 – April 1-21, 2021
- » Present 70% Schematic Design to Parks, Recreation, Community Services – April 28, 2021
- » Submit 100% Schematic Design Package (30% PS&E) – May 26, 2021
- » Review 50% Design Development Progress with City of Oxnard – June 23, 2021
- » Submit 100% Design Development Package (60% PS&E) – July 21, 2021
- » Submit 90% Construction Documents (90% PS&E) – September 22, 2021
- » Submit 100% Construction Documents (100% PS&E) – November 11, 2021
- » Bid Period – December 2021
- » Contract Award – February 2022
- » Begin Construction – April 2022
- » Substantial Completion – April 2023
- » End Construction – May 2023
- » Submit Record Drawings – June 2023

SCHEDULE OF SERVICES EXHIBIT

(page 2 of 2)

Schedule, continued



State of California - Natural Resources Agency
 Department of Parks and Recreation
GRANT CONTRACT

2018 Parks Bond Act
Statewide Park Development and Community Revitalization

GRANTEE City of Oxnard

GRANT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2022

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

PROJECT TITLE CAMPUS PARK EXPANSION

PROJECT NUMBER SW-56-001

The GRANTEE agrees to the terms and conditions of this contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE / Cost Estimate Form or Acquisition documentation for the Application(s) filed with the State of California.

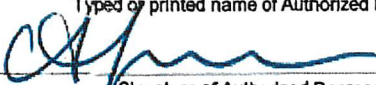
The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State Grant not to exceed \$8,500,000.00

City of Oxnard

Grantee

By Alexander Nguyen
 Typed or printed name of Authorized Representative



Signature of Authorized Representative

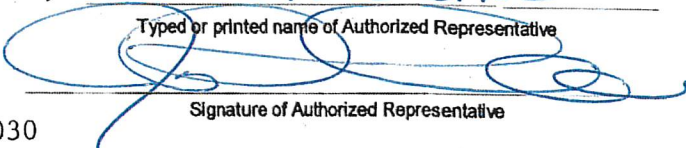
Address 300 West Third Street Oxnard, CA 93030

Title City Manager

Date 4/15/2020

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

By Jana Clarke
 Typed or printed name of Authorized Representative

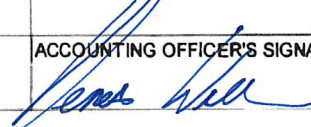


Signature of Authorized Representative

Title Supervisor

Date 4-19-20

CERTIFICATION OF FUNDING

CONTRACT NO C9801019	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000011778		PROJECT NO. SW-56-001	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$8,500,000.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2019/20
TOTAL AMOUNT ENCUMBERED TO DATE \$8,500,000.00		REPORTING STRUCTURE 37900091	ACCOUNT/ALT.ACCOUNT 5432000 5432000000 0000000000	ACTIVITY CODE 69800	PROJECT / WORK PHASE 37900000SW56001
T.B.A. NO. I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.					
B.R.. NO.		ACCOUNTING OFFICER'S SIGNATURE  Demetri Williams			DATE <u>MAY 01 2020</u>

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Oxnard (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$8,500,000, subject to the terms and conditions of this CONTRACT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "2018 Parks Bond Act, Statewide Park Development and Community Revitalization GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2022.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "GUIDE" means (1) the document identified as the "Grant Administration Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Competitive Grant Programs Capital

Improvement Projects" and (2) The Application Guide that established the competitive procedures and policies for the selection of projects.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Guide

1. GRANTEE agrees to abide by the GUIDES.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the

purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest

against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

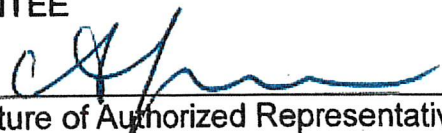
O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

City of Oxnard
GRANTEE

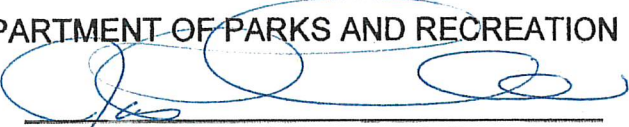
By: 
Signature of Authorized Representative

Title: City Manager

Date: 4/15/2020

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

By: 
Signature of Authorized Representative

Title: Supervisor

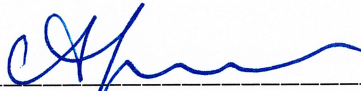
Date: 4-19-20

GRANT SCOPE/COST ESTIMATE FORM

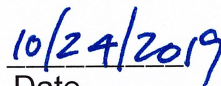
GRANT SCOPE ITEMS ACQUISITIONS: List each parcel number, acreage, estimated date of purchase, and cost DEVELOPMENT: List each RECREATION FEATURE and MAJOR SUPPORT AMENITY	ESTIMATED COST
Construct a New Nature Themed Inclusive Playground	\$1,100,000
Construct a New Community Garden	\$200,000
Construct New Trails	\$550,000
Construct New Landscaping	\$900,000
Construct a Multi-Use Field/Meadow	\$150,000
Construct Public Art	\$80,000
Renovate 3 Basketball Courts	\$20,000
Construct a New Pelota Mixteca Court	\$200,000
Construct a New Multi-Use Pavilion/Amphitheater/Venue Space	\$900,000
Construct New Lighting Throughout the Park	\$350,000
Renovate Parking Lot Within Park Boundaries	\$600,000
Construct a New Seasonal/Periodic Creek	\$1,600,000
Construct New Stormwater Benefits	\$200,000
Construct a New Pump Track	\$250,000
Construct a New Skate Park	\$1,200,000
Total Estimated Cost for the RECREATION FEATURES and MAJOR SUPPORT AMENITIES (A)	\$8,300,000
Total Estimated PRE-CONSTRUCTION COST (B)	\$1,800,000
TOTAL PROJECT COST (A+B)	\$10,100,000
Requested GRANT Amount	\$8,500,000

Estimated amount of the GRANT to be charged to PRE-CONSTRUCTION COSTS (cannot exceed 25% of the GRANT)	\$1,800,000
--	-------------

The APPLICANT understands that this form will be used to establish the expected GRANT deliverables; all of the RECREATION FEATURES and MAJOR SUPPORT AMENITIES listed on this form must be completed and open to the public before the final GRANT payment will be made. The APPLICANT also understands that no more than 25% of the GRANT amount may be spent on PRE-CONSTRUCTION costs. See the ELIGIBLE COSTS charts starting on page 52 before creating a cost estimate.



AUTHORIZED REPRESENTATIVE Signature



Date

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

d. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than \$1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

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

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

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

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

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

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

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

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

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A SPECIFY COMPANY NAMES IN THIS SPACECOMPANY
LETTER B**COVERAGES**

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER****CITY OF OXNARD****Attn: Insurance Compliance****Reference No. _____****P.O. Box 100085 – OX****Duluth, GA 30096****Via Email: cityofoxnard@ebix.com****Via Fax: 678-259-1007****CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) (to) LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits	
Telephone:		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE ☐ COMMERCIAL AUTO POLICY ☐ BUSINESS AUTO POLICY ☐ OTHER		OTHER PROVISIONS	
LIMIT OF LIABILITY \$ _____ per accident, for bodily injury and property damage.		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: (_____) _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows: 1. INSURED. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured. 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: Insurance Compliance Reference No. _____ P.O. Box 100085 – OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007		AUTHORIZED REPRESENTATIVE ☐ Broker/Agent ☐ Underwriter ☐ _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: (_____) _____ Date Signed _____	

Campus Park Proposal

<https://oxnardca.civicclerk.com/Web/GenFile.aspx?ad=5471>

AGREEMENT A-8248 WITH MIG, INC. FOR LANDSCAPE ARCHITECTURE AND ENGINEERING SERVICES

Presentation to City Council

Tatiana Arnaout, PE, City Engineer

December 15, 2020

That the City Council award and authorize the Mayor to execute Agreement A-8248 with MIG Inc., in an amount of \$1,099,938.75 for Landscape Architecture and Engineering Design Services for the Campus Park Activation Project PW 20-95 (Project No. 215701).

Campus Park Activation Project

- February 20, 2020, the City was awarded a grant in the amount of \$8,500,000 from the Statewide Park Development and Community Revitalization Program (SPP)
- The grant-dictated scope includes the design and construction of:
 - a bicycle pump track
 - skate park
 - playground
 - basketball courts
 - pelota mixteca court
 - performing arts amphitheater/ pavilion
 - multi-use field/meadow
 - community garden
 - public art
 - walking trails
 - stormwater improvements
 - lighting and landscaping throughout the park
 - renovation of existing parking lot.

CAMPUS PARK CONCEPTUAL MAP

4



Campus Park Activation:

- The notice inviting request for proposals (RFP) from qualified consultants for Landscape Architecture and Engineering Design Services for the project was published on June 19, 2020, and all proposals were due on July 22, 2020.
- 13 proposals were received, evaluated, and scored
- Firms with top 3 scores were interviewed
- MIG Inc. (MIG) proved to be the most qualified firm

- Total value of agreement with MIG is \$1,099,938.75
- Grant funds are appropriated and available from the \$8,500,000 Statewide Park Development and Community Revitalization Program (SPP) (Project No. 215701)

QUESTIONS?



CITY COUNCIL AGENDA REPORT
REPORTS
AGENDA ITEM NO. M.3

DATE: December 15, 2020

TO: City Council

FROM: Rosemarie Gaglione, Public Works Director, (805) 385-8055, rosemarie.gaglione@oxnard.org

SUBJECT: Public Works Department Additional Full-time Equivalent Positions and Position Reclassifications.
 (10/10/5)

RECOMMENDATION

That the City Council, in order to meet staffing requirements for purposes including Council approved projects, regulatory compliance, improved customer service, and employee safety:

1. Adopt a Resolution to amend Resolution No. 15,357 authorizing an additional 23 full-time equivalent positions and reclassifying eight (8) full-time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations;
 2. Adopt a Resolution to amend Resolution No. 15,358 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations; and
 3. Authorize the City Manager to approve a budget appropriation in the amount of \$638,619 for FY 2020-21 with an annual fiscal impact of \$2,595,881 within the General Fund, Stormwater Fund, Landscape Maintenance District Fund, State Gas Tax Fund, Transportation Development Act Fund, Water Operating Fund, Wastewater Collections Fund, Wastewater Treatment Fund, and Solid Waste Operating Fund.
- (Public Works and Transportation Committee approved 2-0)

BACKGROUND

Executive Summary

The Public Works Department (Public Works) oversees various divisions, which include three (3) utilities (water, wastewater, and environmental resources), maintenance services, facilities maintenance, fleet services, engineering, traffic maintenance, stormwater, administration and Special Districts, as well as the City's Capital Improvement Program (CIP). Overall, the department oversees a budget of approximately \$332 million for FY 2020-21, which includes grants, operations, internal service fees and capital improvement projects. Over recent years, Public Works has had to respond to updates to State regulations along with internal City restructuring and reprioritization of City operations.

The department has recognized the need to re-evaluate positions, as well as increase staffing levels to ensure compliance with workload demands, maintain compliance with required regulations and improve efficiencies to further ensure the residents are receiving high quality service levels from the City (see Exhibit B).

Regulatory Requirements

The Water and Wastewater utilities have had a significant increase in regulation over the past few years. Some of these regulations updates include: Making Water Conservation a California Way of Life (State handbook), Recycled Water Regulations and updated National Pollutant Discharge Elimination System Permit (NPDES) requirements. In addition to regulation updates, the City has been investing in repairing and maintaining the infrastructure at the Oxnard Wastewater Treatment Plant (OWTP) to improve the functionality and reliability of the system.

As part of making sure that the department is current on all regulations, the Public Works is requesting a Health/Safety/Training Officer to be dedicated to Public Works. With over 475 employees currently, performing a wide variety of functions, maintaining an appropriate safety program is essential. While this position will be dedicated to Public Works, it will reside in Human Resources to ensure consistency in enforcing health and safety regulations.

Customer Service Levels

The Environmental Resources (ER) Division has had an increased volume of calls at the Customer Service Call Center located at the Del Norte Recycling Center. This uptick in customer service related calls has resulted in a decrease in customer service response capabilities. The ER Division strives to provide excellent customer service, reduce call waiting times and ensure residents are receiving desired levels of service.

Maintenance Service Levels

In a recent reorganization of City resources, it was determined that the City would minimize contracts with outside vendors for maintenance and custodial services of the City's eight (8) fire stations and in turn, the Public Works Facilities Division would oversee and maintain those buildings. As a result, the Facilities Division is now responsible for the maintenance of 55 City buildings, up from 47.

Capital Improvements

Past budget cuts and deferred maintenance have resulted in a surge of Capital Improvement Projects being designed and constructed in recent years and this will continue into the foreseeable future. A requirement of all construction projects is that a Construction Inspector be present at job sites to oversee and verify that the work is being done properly and safely. This ensures compliance with State Building Codes and contract specifications, as well as to ensure that the City is receiving quality work from the contractors. The current Construction Inspectors are spread thin and must rotate often from site to site. If this trend continues, Public Works either needs to hire more consultants, or more staff. Not taking one of these actions would negatively impact the overall quality of the inspection program, as the inspectors may not have adequate time at each site for thorough inspections. Conversely, the lack of inspectors can lead to a delay in project completion if they are unable to visit the needed sites and conduct thorough inspections.

All positions being requested herein are to ensure that the City is compliant with all regulations, properly balance workloads amongst staff and ensure that the residents receive high quality service from the department. Being able to perform these inspection with City staff is more economical than using consultants, provided that there is sufficient workload to keep staff busy, where there is.

Special Districts

Special Districts is requesting one (1) Financial Analyst II to assist this division by providing budgetary support to staff, including complex revenue analysis. This division oversees a budget of approximately \$16 million, with services delivered through a variety of districts and district types. When this district resided in the Finance Department, there were Financial Analysts available to provide support.

Public Communication

Public Works delivers as large variety and quantity of projects and services. The City only has one Communications Manager, and one person simply cannot provide all the public information services that the entire city requires. Not having a good departmental public communication program means that our web page is sorely outdated, project progress is not posted as quickly or attractively as it could be, and projects are not shared and celebrated when they begin or are completed. Overall, the public does not know enough about what the department is doing to both improve and maintain their infrastructure. While this position will be dedicated to Public Works, it will reside under the City Manager's Office and overseen by the Communications Manager. This will keep messaging consistent in style and frequency.

Financial Impact

The annual cost of adding 23 FTEs is \$2,390,926, and \$204,955 for the reclassification of eight (8) positions for a total of \$2,595,881. These are detailed by fund in the Financial Impact section of this report.

DISCUSSION

Public Works has reviewed current operations and recognized the need to re-visit department staffing which includes the addition of some positions and the reclassifying of other current positions. This is necessary in order to maximize efficiencies, align with industry best practices and stay on track with existing project schedules. Public Works has worked collaboratively with Finance and Human Resources to identify areas that require changes in order to successfully achieve operational and administrative goals.

The proposed solution includes a request to add 23 full-time equivalent (FTE) positions and to reclassify eight (8) existing FTE positions. The funding for the additional 23 FTE positions will consist of 16.50 from the utility funds (Water, Wastewater and Environmental Resources), one (1) from the Special Districts fund, four (4) from the Facilities Maintenance fund, one-half (0.50) from the Transportation Development Act fund and one (1) to be split among the General Fund and the three (3) utility funds. The following provides more information on these requests for each respective division.

ENVIRONMENTAL RESOURCES

The Environmental Resources (ER) Division currently has a total of 173 FTEs throughout its operations. As part of this total, 28 FTEs are in the ER Operations section and provide administrative and customer service duties including but not limited to cash handling, customer call center, accounts payable and accounts receivable for ER. The request for four (4) additional FTEs would bring the count to 32 FTEs in this section of ER.

On April 14, 2020, the ER Division Cash Handling Report (Report) was presented by Price, Paige and Company to the Finance and Governance Committee and to the City Council on May 19, 2020. This Report recommended additional staff resources to handle the significant volume of cash transactions at the Del

Norte Regional Recycling & Transfer Station.

Environmental Resources Operations

(3) Customer Service Representative II: These positions will assist with service calls and requests which will help address the increasing call volumes that the Customer Service Call Center receives daily, thus leading to reduced call waiting times for customers and residents. We have received complaints from customers about the long wait time on calls and managers have called into the Customer Service Call Center and experienced the same issues as we heard in the complaints.

(1) Account Clerk III: This position will assist with cash handling and reconciliation, internal controls and monthly reporting. The addition of these positions will ensure that sufficient staff resources are available to handle the volume of cash transactions and workload necessary to maintain adequate internal controls and recordkeeping.

All positions identified to support ER will be funded through the Environmental Resources Operations Fund.

WATER OPERATIONS

The Water Operations Division currently has a total of 56 FTEs throughout its operations. As part of this total, eight (8) FTEs are in the Water Production section which is responsible for the operations of the City's water desalter, six (6) blending stations, and 10 extraction wells. Also within the Water Operations Division is the Water Conservation section. This group oversees the City's conservation efforts and community outreach. They are responsible for ensuring compliance with State Regulations surrounding water conservation, reporting requirements, and the development of key documents surrounding the City's water supply and usage. Water conservation regulations are increasing in response to California's long standing water supply issues. The request for four (4) additional FTEs would bring the count to 60 FTEs in Water Operations.

Water Production

The Water Production section is requesting three (3) new FTEs which will include: one (1) Supervisory Control and Data Acquisition (SCADA) Programs Supervisor; one (1) Electrician Instrumentation Technician; and one (1) Senior Water Mechanic. Currently, Water Production has eight (8) FTEs. The request for three (3) FTEs would bring the count to 11 FTEs.

Currently, Water Production does not have a maintenance group and relies solely on contractors to perform routine maintenance activities. The addition of three (3) positions will allow the Water Division to create a maintenance group and develop and implement routine equipment maintenance programs. This will save the ratepayers money because staff can perform these activities at a lower cost.

(1) Supervisory Control and Data Acquisition (SCADA) Programs Supervisor: The Water Division relies solely on a contract to perform repairs, maintenance, programming and software and licensing updates on the Water Division's SCADA and Programmable Logic hardware and software. These programs control the security and automation for water treatment, water production, data recording, alarms, remote monitoring/access and water disinfection. This outsourcing has become difficult due to lack of local vendors. With the implementation of the new recycled water aquifer storage and recovery (ASR) program,

the water treatment operation will become more complex and will require quicker response to ensure proper operation and continuous monitoring to comply with the permit.

(1) Electrician Instrumentation Technician: This position will perform routine electrical equipment maintenance, equipment calibration and repairs.

(1) Senior Water Mechanic: This position will perform routine maintenance, repairs, calibrations and replacements for the booster pumps, chemical pumps, analyzers, well pumping system motors and control valves.

Water Conservation

The Water Conservation section is requesting one (1) new FTE that would be a Water Conservation & Outreach Supervisor. Currently Water Conservations has two (2) FTEs. The request for one (1) FTE would bring the count to three (3) FTEs.

(1) Water Conservation & Outreach Supervisor: This position will manage the current water conservation team and to comply with the State water conservation laws (SB 606 & SB 1668) reporting requirements. Per the State laws, the Water Shortage Contingency Plan & Urban Water Management Plans are due July 2021. The Water Shortage Assessment Annual Report is due June 2022. These reports are required to be updated periodically.

All positions identified above to support the Water Division will be funded through the Water Operations Fund.

RECYCLED WATER

The Recycled Water Section currently has four (4) FTEs. This section is responsible for the operation and maintenance of the City's Advanced Water Purification Facility (AWPF) which supports the City's water recycling program by further treating effluent from the Oxnard Wastewater Treatment Plant to meet State requirements for reuse including groundwater injection and agricultural irrigation. The ASR project is permitted and soon to begin construction, followed by a period of from 12-18 months of continuous injection, extraction and monitoring 24/7. Once that period is completed and the final permit is received, the AWPF will permanently be under continuous 24/7 operation. The request for five (5) FTEs would result in a final FTE count of nine (9) for Recycled Water. Requested positions include: one (1) AWPF Operations Manager/Chief Plant Operator; one (1) Senior Advanced Water Treatment Operator; two (2) Advanced Water Treatment Operator III positions; and one (1) Treatment Plant Electrician.

The Groundwater Recovery Enhancement and Treatment (GREAT) program combines wastewater recycling and reuse; groundwater injection, storage and recovery to provide regional water supply solutions to the City of Oxnard. The program also includes the delivery of recycled water for agricultural irrigation and groundwater recharging, and provides a brackish water byproduct that can be used to help restore vital local coastal wetlands.

The waste discharge requirements (WDR) and the water reclamation requirements (WRR) for the groundwater recharge, enhancement, and treatment (GREAT) program, aquifer storage and recovery (ASR) and non-potable reuse (ORDER R4-2020-0051) states:

“Article XII, Paragraph L - The Project Sponsor shall always properly operate and maintain all treatment facilities and control systems (and related appurtenances) which are installed or used by the Project Sponsor to achieve compliance with the conditions of this Order. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls (including appropriate quality assurance procedures).

Article XVI, paragraph J - The Project Sponsor shall adequately staff the AWPf with operators and describe their staffing hours, shifts, and certifications in the Operation Optimization Plan (OOP). The AWPf operators must have the Advanced Treatment Certification when available, in consultation with the Division of Drinking Water (DDW) and the Regional Water Board.”

(1) AWPf Operations Manager/Chief Plant Operator: This position is being requested to oversee the Advanced Water Purification Facility (AWPF) operations, maintenance and regulatory compliance.

(1) Senior Advanced Water Treatment Operator: This position will perform, oversee, and delegate the daily functions of the AWPf operations.

(2) Advanced Water Treatment Operator III: These two (2) positions will carry out daily AWPf operations.

(1) Treatment Plant Electrician: This position will perform technical maintenance activities such as calibration of equipment and electrical component configuration and repairs.

Additionally, reclassification requests have been identified for the following approved positions to align with the WRR and WDR requirements listed above:

(2) Advanced Water Treatment Operator III: Reclass two (2) Wastewater Operators to carry out daily AWPf operations. These positions are currently budgeted under the AWPf and would require reclassification to meet the WDR, and WRR requirements listed above.

(1) Senior Advanced Water Treatment Mechanic: Reclass from current position titled Sr. Wastewater Mechanic to carry out mechanical repairs and maintenance of equipment at the AWPf. This position is to be in alignment with the Sr. Water Mechanic classification.

All positions identified to support the Recycled Water subdivision will be funded through the Water Operations Fund.

WASTEWATER

The Wastewater Division currently has 73.5 FTE positions and is responsible for the operations and maintenance of the OWTP, 15 sewer lift stations, four (4) stormwater lift stations, 405 miles of sewer collection pipe, and 375 miles of storm water collection pipe. This Division is also responsible for ensuring the City meets all reporting and compliance requirements with NPDES permit and Municipal Separate Storm Sewer System (MS4) permit, both of which are issued by the Los Angeles Regional Water Quality Control Board on behalf of the State of California.

The Wastewater Division is requesting a total of one half (0.5) new FTE position which will include one half (0.5) Wastewater Collections Operator I

Wastewater Collections

The Wastewater Collections section is requesting one half (0.5) new FTEs which will include: one half (0.5) Wastewater Collections Operator I. Currently Wastewater Collections has 12 FTEs. The request for one half (0.5) FTEs would bring the count to 12.5 FTEs

(0.5) Wastewater Collections Operator I: This position will maintain and clean sewer pipeline within the Oxnard collection system, mitigate flooding during the wet weather season, respond to resident odor complaints and general sewer inquiries.

Reclassifications: Wastewater Division requests to have three (3) FTE positions reclassified as follows: (1) Source Control Inspector; (1) Source Control Technician; and one (1) Data Entry Operator I.

(2) Wastewater Environmental Specialist: Reclass one (1) Source Control Inspector and one (1) Source Control Technician to two (2) Wastewater Environmental Specialists that will not only be inspecting/permitting new restaurants, automotive shops, and laundromats, but also commercial and industrial facilities, to align with the City's NPDES and MS4 permits.

(1) Administrative Secretary II: Reclass one (1) Data Entry Operator I that historically supported the Wastewater Collection group with the preparation, sorting, and input of paper based sewer work orders. The sewer work order system has now been digitized and no longer requires the paper based system. Reclassification will align the position with the current administrative needs of the division which include: accounts payable, timekeeping duties, personnel assistance, filing, and general office assistance.

All positions identified to support the Wastewater Division will be funded through the Wastewater Operations Fund.

ENGINEERING

The Engineering Division currently has 22 FTEs and is responsible for the design and construction of CIP projects throughout the City. Projects include, but are not limited to, upgrades and improvements to the OWTP, street resurfacing and pipeline replacements throughout the City, installation of new restrooms at City Parks, and the installation of water injection and extraction wells.

Engineering Design & Contract Administration

The Engineering Design & Contract Administration section is requesting two (2) new FTEs which will include: (1) Senior Construction Inspector and (1) Construction Inspector II. Currently Engineering Design & Contract Administration has 22 FTEs. The requested two (2) FTEs would bring the count to 24 FTEs. Using consultants to perform construction inspection is more costly than using staff.

(1) Senior Construction Inspector: The purpose of the Senior Construction Inspector position is to lead the Construction Inspector series. Due to capacity issues, there is a workload on the inspection side that exceeds the capacity of the existing positions. This was an existing budgeted position in the past that was eliminated due to funding. The City has a sufficient amount of funded capital projects and the workload to necessitate this position once again. The Senior Construction Inspector would be responsible for supervising the Construction Inspector I/II's and assigning them to Capital Projects as well as on-call task order projects as

needed.

(1) Construction Inspector II: Since Engineering has taken over the approval of project scope and the inspection of maintenance and repair on-call contracts, there has been a surge in the demand for inspection work that requires one full time Construction Inspector to be dedicated to this type of work. Currently, there are two (2) options, which are to have Construction Inspectors travel back and forth from Capital Projects to the on-call repairs which places the City at risk of not properly being able to inspect either job; or use consulting firm support for inspection which comes at 2 to 3 times the cost of having the position in-house. The addition of this position will ensure that contractors are being observed full-time and ensuring that all work is completed in accordance with City (or any other agency) standard, processes and procedures; thereby, saving the City and ratepayers money and reducing potential exposure to liability. This change in approach is already saving money and reducing problems by having trained inspectors oversee contractors, rather than operations staff. It also frees operations staff to do the work they are certified to do.

These positions will be funded jointly through the Water, Wastewater, and ER Operations funds and charged back to Capital Projects as appropriate.

SPECIAL DISTRICTS

The Special Districts Division currently has a total of seven (7) FTEs to support its operations. Special Districts oversee the operations and maintenance of 43 unique districts throughout the City. The request for one (1) additional FTE would bring the count to eight (8) FTEs for this division.

(1) Financial Analyst II: This position will assist in overseeing an approximately \$16 million Special Districts' budget that services four (4) Community Facilities Districts, 36 Landscape Maintenance Districts, one (1) Maintenance Assessment District and two (2) Waterway Assessment Districts. This position will provide budgetary support to staff including complex revenue analysis along with other financial analysis studies. Special Districts does not have any dedicated staff to assist with the financial support as it was previously under the Finance Department and it is critical to its operation to add this position.

Funding for this position for half a year has been assessed in the respective levies with the landscape maintenance districts but will require a budget appropriation in the Special Districts Administration Fund 172 for the actual position.

FACILITIES MAINTENANCE

The Facilities Maintenance Division currently has a total of 28 FTEs to support the maintenance and cleaning of City facilities. The request for four (4) additional FTE would bring the count to 32 FTEs for this division. The Facilities Maintenance Division is requesting four (4) new FTEs which will include two (2) Senior Custodians and two (2) Maintenance Worker II positions.

(2) Senior Custodian: Currently, there is one (1) Custodial Supervisor overseeing 11 custodians who provide services at various City buildings. The current structure does not allow the supervisor to properly manage the group; therefore, having two (2) Senior Custodians would allow the supervisor to better distribute and delegate work orders and provide direction to senior custodians in order to effectively manage custodian staff.

(2) Facilities Maintenance Worker II: In Fiscal Year 2020-21, the Facilities Division took over the

maintenance of eight (8) fire stations. The Maintenance Worker performs a full array of duties including skilled and semi-skilled tasks; performs routine preventive maintenance; repairs to mechanical systems; generates and maintains records and logs of work orders; performs various tasks involving carpentry, painting, plumbing and heating, electrical and mechanical work.

Reclassification: Facilities Maintenance Division requests to have one (1) Senior Facilities Maintenance Worker reclassified.

(1) Facilities Maintenance Supervisor: Reclass one (1) Senior Facilities Maintenance Worker which is currently vacant to one (1) Facilities Maintenance Supervisor. The Facilities Supervisor would assist the Division Manager in overseeing the day-to-day operations and the 12 Maintenance Workers who process nearly 3,000 facility work requests annually.

These positions will be funded from the Facilities Maintenance fund through the existing internal services fees structure which is primarily funded by the General Fund.

STREET MAINTENANCE

The Street Maintenance Division currently has 17 FTEs and is requesting the reclassification of one (1) Administrative Secretary III position to an Administrative Technician position.

(1) Administrative Technician: Reclass one (1) Administrative Secretary III to (1) Administrative Technician which aligns and incorporates the current workload and daily tasks that are performed on a regular basis in the Streets Division.

This reclassification will be funded from the State Gas Tax Fund (181).

PUBLIC WORKS ADMINISTRATION

The Public Works Administration Division currently has a total of 15 FTEs to support the administrative functions for the Public Works Department. This includes procurement, contract management, accounts payable, and budget oversight. The request for one half (0.5) additional FTEs would bring the count to 15.5 FTEs for this division. The Public Works Administration Division is requesting one half (0.5) Account Clerk position.

(0.5) Account Clerk II: The part-time Account Clerk II position will be dedicated to the Oxnard Transit Center (OTC). This position will assist with the day to day operations at the OTC. Previously an employee in Community Development assisted with OTC operations but retired in 2019. The position will be responsible for a full range of financial record keeping transactions including accounts payable, accounts receivable, payroll, utility billing, collection and taxation.

The part-time Account Clerk II position will be funded through the Transportation Development Act (TDA) Article 4 Fund 213.

CITY MANAGER

The Public Works Department is requesting one (1) Communications Coordinator position which will be overseen by the Communications Manager in the City Manager's office. Public Works produces a great

volume of projects and services, but does not have someone who is experienced and making sure that these are shared with the public. A program is necessary to make sure that the public is aware of the work we are doing, upcoming projects and impacts due to projects and photographs of the work, both before and after. There is a lot to be excited about in Public Works. The City only has one Communications Manager, and one person cannot fill all of the needs.

(1) Communications Coordinator: The Communications Coordinator will assist with the development, implementation, and coordination of public relations and community outreach activities within the Public Works Department. This position will be primarily responsible for assisting with strategic planning and development of communications materials for the Public Works Department including the Water, Environmental Resources, and Wastewater Divisions.

The Communications Coordinator will be funded from the General Fund (10%), Water Fund (30%), Wastewater Fund (30%) and Environmental Resources Fund (30%).

HUMAN RESOURCES

The Public Works Department is requesting one (1) Health/Safety/Training Officer position which will be housed in the Human Resources' office. With over 475 current positions, and a wide variety of job functions comes a wide variety of needs to protect employees in the course of their work duties. A department this size needs one FTE dedicated to making sure that employees are trained, tested and monitored, and that we remain abreast of all changes in regulations.

(1) Health/Safety/Training Officer: This position is needed to comply with the CAL OSHA safety regulations and develop written safety and training programs. This will ensure regulatory compliance, keep staff safe from accidents and injuries by working directly through the Human Resources Department. This position will be split with the Water/Recycled Water Division.

The Health/Safety/Training Officer will be jointly funded from the Water (50%) and Wastewater (50%) Operations funds.

SUMMARY

The proposed changes to the current staffing consists of adding 23 new FTE positions and reclassifying eight (8) positions. Exhibit A (Financial Impact Detail) - provides the current home funds as well as the proposed fund splits between the various funds.

Table 1. – Additional FTE Position Requests

No.	Classification Title	Position Count	Division
1	Customer Service Representative II	3.0	Environmental Resources
2	Account Clerk III	1.0	Environmental Resources
3	SCADA Programs Supervisor	1.0	Water
4	Electrician Instrumentation Technician	1.0	Water
5	Senior Water Mechanic	1.0	Water

6	Water Conservation & Outreach Supervisor	1.0	Water
7	AWPF Operations Manager/Chief Plant Operator	1.0	Recycled Water
8	Senior Advanced Water Treatment Operator	1.0	Recycled Water
9	Advanced Water Treatment Operator III	2.0	Recycled Water
10	Treatment Plant Electrician	1.0	Recycled Water
11	Health/Safety/Training Officer	1.0	Human Resources
12	Wastewater Collections Operator I	0.5	Wastewater
13	Senior Construction Inspector	1.0	Engineering
14	Construction Inspector II	1.0	Engineering
15	Financial Analyst II	1.0	Special Districts
16	Senior Custodian	2.0	Facilities Maintenance
17	Facilities Maintenance Worker II	2.0	Facilities Maintenance
18	Account Clerk II	0.5	Public Works Administration
19	Communications Coordinator	1.0	City Manager
	Total	23.0	

Table 2. – Position Reclassifications

No.	Existing Classification Title	Position Count	Recommended Classification Title	Position Count
1	Wastewater Operator I	-1	Advanced Water Treatment Operator III	1
2	Wastewater Operator II	-1	Advanced Water Treatment Operator III	1
3	Senior Wastewater Mechanic	-1	Senior Advanced Water Treatment Mechanic	1
4	Source Control Technician	-1	Wastewater Environmental Specialist	1
5	Source Control Inspector	-1	Wastewater Environmental Specialist	1
6	Data Entry Operator I	-1	Administrative Secretary II	1
7	Senior Facilities Maintenance Worker	-1	Facilities Maintenance Supervisor	1
8	Administrative Secretary III	-1	Administrative Technician	1
	Total	-8	Total	8

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

The annual cost for this restructuring is \$2,595,881 of which \$2,390,926 is for the addition of 23 full time equivalent employees and \$204,955 is for the reclassification of eight (8) existing positions. The total cost for FY 2020-21 is approximately \$638,619, prorated for the current fiscal year. The anticipated effective date for recruitment and actual onboarding of requested new positions is April 1, 2021 (three (3) months of current fiscal year). The effective date for requested reclassifications is January 1, 2021 (six (6) months of current fiscal year). Budget appropriations are required from each respective available fund balance, with exception of Facilities Fund. There are sufficient available fund balances to fund this restructuring. There is no fiscal impact in the Facilities Maintenance Fund for FY2020-21 due to a cost savings impact of approximately \$87,386 from the vacant Facilities Maintenance Services Manager position from July 1, 2020 to December 31, 2020. The financial impact detail for these requests is listed in Exhibit A (Financial Impact Detail) by position and fund.

Table 3. - Fiscal Impact

No.	Fund	Fund Description	Annual Cost	FY 2020-21 Cost
1	101	General Fund	\$7,000	\$1,750
2	114	Stormwater Fund	-\$42,571	-\$21,286
3	172	Landscape Maintenance District Fund	\$104,000	\$26,000
4	181	State Gas Tax Fund	\$5,000	\$2,500
5	213	TDA LTF 4 Fund	\$29,000	\$7,250
6	601	Water Operating Fund	\$1,569,334	\$423,975
7	611	Wastewater Collections Fund	\$83,422	\$25,171
8	621	Wastewater Treatment Fund	\$272,446	\$91,566
9	631	Solid Waste (ER) Operating Fund	\$326,771	\$81,693
10	735	Facilities Maintenance Fund	\$241,479	\$0
TOTAL			\$2,595,881	\$638,619

COMMITTEE OUTCOME

The Public Works and Transportation Committee approved 2-0 (Member Flynn absent) on November 24, 2020 to approve the staff recommendation and to forward the item for Council approval.

Prepared by: Tatiana Arnaout, City Engineer, Brian Yanez, Assistant Public Works Director, Thien Ng, Assistant Public Works Director

ATTACHMENTS

1. Amended Reso 15357 PW Position
2. Amended Reso 15358 PW Classification
3. Budget Appropriation
4. Exhibit A - Financial Impact Detail
5. Exhibit B - Additional Positions & Reclassifications
6. New PW FTE Requests Presentation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15,357 AUTHORIZING FULL-TIME EQUIVALENT POSITIONS
PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND REGULATIONS

WHEREAS, Chapter 4, Section 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and

WHEREAS, the City Council has reviewed the revisions and finds that they are desirable and in the interest of maintaining an efficient municipal organization.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Resolution No. 15,357 with the following changes to the adopted FY 20/21 position allocations as specified, subject to approval of a budget appropriation for the revised allocation:

<u>Department</u>	<u>Title</u>	<u>Adopted 20/21</u>	<u>Proposed Change</u>	<u>New Allocation</u>
City Manager	COMMUNICATIONS COORDINATOR	0	+1	1
Human Resources	HEALTH/SAFETY/TRAINING OFFICER	0	+1	1
Public Works Environmental Resources	ACCOUNT CLERK III	0	+1	1
	CUSTOMER SERVICE REPRESENTATIVE II	10	+3	13
Facilities Maintenance Services	FACILITIES MAINTENANCE SUPERVISOR (RECLASS)	0	+1	1
	FACILITIES MAINTENANCE WORKER II	4	+2	6
	SR. CUSTODIAN	0	+2	2
	SR. FACILITIES MAINTENANCE WORKER	3	-1	2
Maintenance Services	ADMINISTRATIVE TECHNICIAN (RECLASS)	0	+1	1
	ADMINISTRATIVE SECRETARY III	1	-1	0
Public Works Administration	ACCOUNT CLERK II	2	+0.50	2.5
Special Districts	FINANCIAL ANALYST II	0	+1	1
Engineering and Maint. Services	SR CONSTRUCTION INSPECTOR	0	+1	1
	CONSTRUCTION INSPECTOR II	2	+1	3
Water Operation	SCADA/PROGRAMS SUPERVISOR	0	+1	1
	ELECTRICIAN/INSTRUMENTATION TECH	0	+1	1
	SENIOR WATER MECHANIC	0	+1	1
	WATER CONSERVATION & OUTREACH SUPERVISOR	0	+1	1

Recycle Water	AWPF OPERATIONS MANAGER/CHIEF			
	PLANT OPERATOR	0	+1	1
	SR. ADVANCED WATER TREATMENT			
	OPERATOR	0	+1	1
	TREATMENT PLANT ELECTRICIAN	0	+1	1
	ADVANCED WATER TREATMENT OP III	0	+2	2
	ADVANCED WATER TREATMENT OP III			
	(RECLASS)	0	+2	2
	WASTEWATER OPERATOR I	1	-1	0
	WASTEWATER OPERATOR II	1	-1	0
Storm Water	SR. ADV WATER TREATMENT MECHANIC			
	(RECLASS)	0	+1	1
	SR. WASTEWATER MECHANIC	1	-1	0
	SOURCE CONTROL TECHNICIAN	1	-1	0
	DATA ENTRY OPERATOR II	1	-1	0
	WASTEWATER ENVIRONMENTAL			
	SPECIALIST (RECLASS)	3	+2	5
	SOURCE CONTROL INSPECTOR II	1	-1	0
	WASTEWATER COLLECT OPERATOR I	2.5	+0.5	3
	ADMIN SECRETARY I/II (RECLASS)	0	+1	1
GRAND TOTAL		33.5	23	56.5

PASSED AND ADOPTED this 15th day of DECEMBER 2020, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

APPROVED AS TO FORM

City Clerk

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15,358 AUTHORIZING AND APPROVING CLASSIFICATION AND SALARY
SCHEDULES PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND
REGULATIONS

WHEREAS, Chapter 4, Article 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing all classes of positions in the general city service be established by resolution of the City Council; and,

WHEREAS, Chapter 4, Article 4.7 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager from time to time may revise the number of positions in each classification as necessary to perform the work of the classification, provided that the total expense to be incurred for such work shall be limited to the amount appropriated by the City Council for the classification; and,

WHEREAS, Chapter 4, Article 4.8 of the City of Oxnard Personnel Rules and Regulations provides that the City Manager shall recommend to the City Council the creation of a new or additional position allocated to an existing class whenever possible; otherwise, the City Manager shall recommend to the City Council the creation of a new classification; and,

WHEREAS, Chapter 4, Article 4.9 of the City of Oxnard Personnel Rules and Regulations requires City Council approval to establish a new classification title and salary range.

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Exhibit "A" of Resolution No. 15,358 in accordance with Chapter 4, Articles 4.5, 4.7, 4.8 and 4.9 of the City of Oxnard Personnel Rules and Regulations, by adding the following eight (8) classifications and establishing salary ranges for those classifications effective December 15, 2020:

Salary Grade	Classification Title	FLSA Status	Union Code	Compensation Frequency	Hourly (H)/ Salary (S) Range
M19	SCADA Programs Supervisor	E	OMMA	Salaried	\$ 59,736.98 – 100,263.70 (S)
BGJ 104	Senior Water Mechanic	NE	IUOE	Hourly	\$ 27.8464 – 37.5329 (H)
M19	Water Conservation & Outreach Supervisor	E	OMMA	Salaried	\$ 59,736.98 – 100,263.70 (S)
M62	AWPF Operations Manager/Chief Plant Operator	E	OMMA	Salaried	\$ 86,715.62 – 150,039.76 (S)
BIR 129.5	Senior Advanced Water Treatment Operator	NE	IUOE	Hourly	\$ 35.9402 – 48.4423 (H)
BHM 115	Advanced Water Treatment Operator III	NE	IUOE	Hourly	\$31.2523 – 42.1238 (H)
BGJ 104	Senior Advanced Water Treatment Mechanic	NE	IUOE	Hourly	\$ 27.8464 – 37.5329 (H)

M14	Communications Coordinator	E	OMMA	Salaried	\$ 56,395.87 - \$94,918.10 (S)
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PASSED AND ADOPTED this December 15, 2020, by the following vote:

YES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

APPROVED AS TO FORM

City Clerk

Stephen M. Fischer, City Attorney

REQUEST FOR BUDGET APPROPRIATION

Department: Public Work/Special Districts
Project/Program
Manager: Rosemarie Gaglione

Date: December 15, 2020
Phone: 805-385-8281

Reason for Appropriation:

Budget appropriation for Public Works restructure for new FTE and reclassification requests.
--

Accounts and Descriptions**AMOUNT****Fund: 101-GENERAL FUND****Expenditures/Transfers Out**

101-5701-805-8001	Personnel Services - Direct Labor - Regular	1,225
101-5701-805-8041	Personnel Services - Employee Benefits	525
	Sub-total Expenditures	1,750

Net Change to Fund Balance	(1,750)
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Fund: 114-Stormwater**Expenditures/Transfers Out**

114-3501-804-8001	Personnel Services - Direct Labor - Regular	(14,900)
114-3501-804-8041	Personnel Services - Employee Benefits	(6,386)
	Sub-total Expenditures	(21,286)

Net Change to Fund Balance	21,286
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Fund: 172-Special Districts**Expenditures/Transfers Out**

172-1606-805-8001	Personnel Services - Direct Labor - Regular	18,200
172-1606-805-8041	Personnel Services - Employee Benefits	7,800
	Sub-total Expenditures	26,000

Net Change to Fund Balance	(26,000)
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Fund: 181-STATE GAS TAX**Expenditures/Transfers Out**

181-5704-803-8001	Personnel Services - Direct Labor - Regular	1,750
181-5704-803-8041	Personnel Services - Employee Benefits	750
	Sub-total Expenditures	2,500

Net Change to Fund Balance	(2,500)
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Fund: 213-TRANSPORTATION DEVELOPMENT ACT - LTF 4**Expenditures/Transfers Out**

213-3110-803-8001	Personnel Services - Direct Labor - Regular	5,075
213-3110-803-8041	Personnel Services - Employee Benefits	2,175
	Sub-total Expenditures	7,250

Net Change to Fund Balance	(7,250)
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Fund: 601-WATER OPERATING

Expenditures/Transfers Out

601-6001-841-8001	Personnel Services - Direct Labor - Regular	69,704
601-6001-841-8041	Personnel Services - Employee Benefits	29,873
601-6010-841-8001	Personnel Services - Direct Labor - Regular	31,450
601-6010-841-8041	Personnel Services - Employee Benefits	13,478
601-6011-841-8001	Personnel Services - Direct Labor - Regular	24,636
601-6011-841-8041	Personnel Services - Employee Benefits	10,558
601-6012-841-8001	Personnel Services - Direct Labor - Regular	170,993
601-6012-841-8041	Personnel Services - Employee Benefits	73,283
Sub-total Expenditures		423,975

Net Change to Fund Balance	(423,975)
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Fund: 611-WASTEWATER COLLECTIONS**Expenditures/Transfers Out**

611-6101-841-8001	Personnel Services - Direct Labor - Regular	6,042
611-6101-841-8041	Personnel Services - Employee Benefits	2,589
611-6103-841-8001	Personnel Services - Direct Labor - Regular	11,578
611-6103-841-8041	Personnel Services - Employee Benefits	4,962
Sub-total Expenditures		25,171

Net Change to Fund Balance	(25,171)
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Fund: 621-WASTEWATER TREATMENT**Expenditures/Transfers Out**

621-6205-841-8001	Personnel Services - Direct Labor - Regular	64,096
621-6205-841-8041	Personnel Services - Employee Benefits	27,470
Sub-total Expenditures		91,566

Net Change to Fund Balance	(91,566)
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Fund: 631-SOLID WASTE OPERATING**Expenditures/Transfers Out**

631-6301-841-8001	Personnel Services - Direct Labor - Regular	57,185
631-6301-841-8041	Personnel Services - Employee Benefits	24,508
Sub-total Expenditures		81,693

Net Change to Fund Balance	(81,693)
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Net Appropriation Change	638,619
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

FY 2020-21 PUBLIC WORKS NEW FTE REQUESTS							
REQ NO.	DIVISION	FUND	POSITION TITLE	GRADE	FTE	ANNUAL COST	3-MONTH COST
1	Solid Waste Op	631	CUSTOMER SERVICE REPRESENTATIVE II	A20	3.00	\$ 195,000	\$ 48,750
2	Solid Waste Op	631	ACCOUNT CLERK III	A27	1.00	\$ 75,000	\$ 18,750
3	Water Op Fund	601	SCADA/PROGRAMS SUPERVISOR	M19	1.00	\$ 150,000	\$ 37,500
4	Water Op Fund	601	TECHNICIAN	BHF 112.25	1.00	\$ 136,888	\$ 34,222
5	Water Op Fund	601	SENIOR WATER MECHANIC	BGJ 104	1.00	\$ 111,422	\$ 27,856
6	Water Op Fund	601	SUPERVISOR	M19	1.00	\$ 140,779	\$ 35,195
7	Recycled Water	601	OPERATOR	M62	1.00	\$ 192,144	\$ 48,036
8	Recycled Water	601	OPERATOR	BIR 129.5	1.00	\$ 158,335	\$ 39,584
9	Recycled Water	601	TREATMENT PLANT ELECTRICIAN	BFU 99	1.00	\$ 111,831	\$ 27,958
10	W/W Treatment/Water Oprns	601/621	HEALTH/SAFETY/TRAINING OFFICER	M26	1.00	\$ 145,587	\$ 36,397
11	Recycled Water	601	ADVANCED WATER TREATMENT OP III	BHM 115.0	2.00	\$ 261,655	\$ 65,414
12	W/W Collect Oprns	611	WASTEWATER COLLECTIONS OP I	BCS 69	0.50	\$ 66,159	\$ 16,540
13	Special Districts	172	FINANCIAL ANALYST II	M22	1.00	\$ 104,000	\$ 26,000
14	Facilities Maintenance	735	SR. CUSTODIAN	BBQ 58	2.00	\$ 117,000	\$ 29,250
15	Facilities Maintenance	735	MAINTENANCE WORKER II	BDE 72	2.00	\$ 119,600	\$ 29,900
16	Administration	213	ACCOUNT CLERK II	A20	0.50	\$ 29,000	\$ 7,250
17	Water Op Fund	601	SR CONSTRUCTION INSPECTOR	BIJ 124.5	0.34	\$ 36,855	\$ 9,214
	W/W Treatment Oprns	621	SR CONSTRUCTION INSPECTOR	BIJ 124.5	0.33	\$ 35,771	\$ 8,943
	Solid Waste Op	631	SR CONSTRUCTION INSPECTOR	BIJ 124.5	0.33	\$ 35,771	\$ 8,943
18	Water Op Fund	601	CONSTRUCTION INSPECTOR II	BHK 114.5	0.50	\$ 49,065	\$ 12,266
	W/W Treatment Oprns	621	CONSTRUCTION INSPECTOR II	BHK 114.5	0.50	\$ 49,065	\$ 12,266
19	General Fund	101	COMMUNICATIONS COORDINATOR	M14	0.10	\$ 7,000	\$ 1,750
	Water Op Fund	601	COMMUNICATIONS COORDINATOR	M14	0.30	\$ 21,000	\$ 5,250
	W/W Treatment Oprns	621	COMMUNICATIONS COORDINATOR	M14	0.30	\$ 21,000	\$ 5,250
	Solid Waste Op	631	COMMUNICATIONS COORDINATOR	M14	0.30	\$ 21,000	\$ 5,250
	23.0 NEW FTEs		TOTAL FTE REQUESTS		23.00	\$ 2,390,926	\$ 597,732
FY 2020-21 PUBLIC WORKS FTE RECLASSIFICATION REQUESTS							
REQ NO.	DIVISION	FUND	POSITION TITLE	GRADE	FTE	ANNUAL COST	6-MONTH COST
20	Recycled Water	601	ADVANCED WATER TREATMENT OP III	BHM 115.0	2.00	\$ 261,655	\$ 130,828
	Recycled Water	601	WASTEWATER OPERATOR I	BEE 82	-1.00	\$ (66,835)	\$ (33,418)
	Recycled Water	601	WASTEWATER OPERATOR II	BFF 92	-1.00	\$ (68,255)	\$ (34,128)
21	Recycled Water	601	SR. ADV WATER TREATMENT MECHANIC	BGJ 104	1.00	\$ 103,818	\$ 51,909
	Recycled Water	601	SR. WASTEWATER MECHANIC	BGJ 104	-1.00	\$ (103,818)	\$ (51,909)
22	W/W Treatment Oprns	621	ADMIN SECRETARY II	A12/A19	1.00	\$ 93,818	\$ 46,909
	W/W Collect Oprns	611	DATA ENTRY OPERATOR I	A14	-1.00	\$ (53,296)	\$ (26,648)
23	W/W Collect Oprns	611	WASTEWATER ENV SPECIALIST	BHC 111	2.00	\$ 196,408	\$ 98,204
	W/W Collect Oprns	611	SOURCE CONTROL INSPECTOR II	BGB 100.5	-1.00	\$ (83,278)	\$ (41,639)
	W/W Collect Oprns	611	SOURCE CONTROL TECHNICIAN	BFU 99	-0.50	\$ (42,571)	\$ (21,286)
	Storm Water Mgmnt	114	SOURCE CONTROL TECHNICIAN	BFU 99	-0.50	\$ (42,571)	\$ (21,286)
24	Streets	181	ADMINISTRATIVE TECHNICIAN	A36	1.00	\$ 105,008	\$ 52,504
	Streets	181	ADMINISTRATIVE SECRETARY III	A26	-1.00	\$ (100,008)	\$ (50,004)
25	Facilities Maintenance	735	FACILITIES MAINTENANCE SUPERVISOR	M19	1.00	\$ 102,465	\$ 51,233
	Facilities Maintenance	735	SR. FACILITIES MAINTENANCE WORKER	BFU 99	-1.00	\$ (97,586)	\$ (48,793)
	8 RECLASSIFICATIONS					\$ 204,955	\$ 102,477
	TOTAL FISCAL IMPACT					\$ 2,595,881	\$ 700,209

NEW POSITIONS	Positions Affected	N/A	Division/Section	Meet Regulatory Requirements	Move to Appropriate Section	Customer Service	Match Workload	Make the Job Duties Match the Job Specifications	Fill an Unmet Need	Increased Cost Effectiveness	Auditor's Recommendation	Funding Source
Customer Service Representative II	3		Environmental Resources			X	X					ER Operations
Account Clerk III	1		Environmental Resources								X	ER Operations
SCADA Programs Supervisor	1		Water Division	X					X	X		Water Operations
Electrician Insrumentation Technician	1		Water Division	X			X			X		Water Operations
Senior Water Mechanic	1		Water Division	X			X			X		Water Operations
Water Conservation & Outreach Supervisor	1		Water Division	X					X			Water Operations
AWPF Operations Manager/Chief Plant Operator	1		Recycled Water	X			X		X			Recycled Water Operations
Senior Advanced Water Treatment Operator	1		Recycled Water	X			X		X			Recycled Water Operations
Advanced Water Treatment Operator III	2		Recycled Water	X			X		X			Recycled Water Operations
Treatment Plant Electrician	1		Recycled Water	X			X					Recycled Water Operations
Health/Safety/Training Officer	1		Human Resources	X					X			Human Resources
Wastewater Collections Operator I	0.5		Wastewater	X			X		X			Wastewater Operations
Senior Construction Inspector	1		Engineering				X			X		Engineering Construction
Construction Inspector II	1		Engineering				X			X		Engineering Construction
Financial Analyst II	1		Special Districts				X		X			Special Districts
Senior Custodian	2		Facilities Maintenance				X	X	X			Facilities Maintenance ISF
Facilities Maintenance Worker II	2		Facilities Maintenance		397		X			X		Facilities Maintenance ISF

Public Works New FTE Requests-Reclassifications

Account Clerk III	0.5		Public Works Administation			X	X		X			TDA
Communications Coordinator	1		City Manager			X			X			Genral Fund 10% Utilities 90%
RECLASSIFICATIONS												
Current Position / Section	Positions Affected	New Position	New Division/Section									
Wastewater Operator I / Wastewater	1	Advanced Water Treatment Operator III	Recycled Water	X	X							Recycled Water Operations
Wastewater Operator II / Wastewater	1	Advanced Water Treatment Operator III	Recycled Water	X	X							Recycled Water Operations
Senior Wastewater Mechanic / Wastewater	1	Senior Advanced Water Treatment Mechanic	Recycled Water	X	X							Recycled Water Operations
Source Control Technician / Wastewater	1	Wastewater Environmental Specialist	No Change	X				X				Wastewater Operations
Source Control Inspector / Wastewater	1	Wastewater Environmental Specialist	No Change	X				X				Wastewater Operations
Data Entry Operator / Wastewater	1	Administrative Secretary	No Change					X				Wastewater Operations
Senior Facilities Maintenance Worker / Facilities	1	Facilities Maintenance Supervisor	No Change			X	X		X	X		Facilities Maintenance ISF
Adminstrative Secretary III Streets	1	Administrative Technician	No Change					X				Gas Tax

ADDITIONAL FULL-TIME EQUIVALENT POSITIONS AND POSITION RECLASSIFICATIONS

Presentation to City Council

Rosemarie Gaglione, Public Works Director

December 15, 2020

That the City Council in order to meet staffing requirements for purposes including Council approved projects, regulatory compliance, improved customer service, and employee safety:

1. Adopt a Resolution to amend Resolution No. 15,357 authorizing an additional 23 full-time equivalent positions and reclassifying 8 full-time equivalent positions pursuant to Chapter 4 of the City Personnel Rules and Regulations;
2. Adopt a Resolution to amend Resolution No. 15,358 authorizing and approving classification and salary schedules pursuant to Chapter 4 of the City Personnel Rules and Regulations; and

3. Authorize the City Manager to approve a budget appropriation in the amount of \$638,619 for FY 2020-21 with an annual fiscal impact of \$2,595,881 within the General Fund, Stormwater Fund, Landscape Maintenance District Fund, State Gas Tax Fund, Transportation Development Act Fund, Water Operating Fund, Wastewater Collections Fund, Wastewater Treatment Fund and Solid Waste Operating Fund.

(Public Works and Transportation Committee approved 2-0)

Public Works Department oversees various divisions:

- Utilities: Water, Wastewater, Environmental Resources
- Street maintenance services
- Facilities maintenance
- Fleet services
- Engineering
- Traffic maintenance
- Stormwater
- Administration
- Special Districts

Public Works is requesting additional staff to assist in the following areas:

- Complying with State Water and Wastewater regulations
- Improving customer service levels in Environmental Resources, which have decreased due to increased call volumes
- Maintaining service levels while increasing the number of buildings that the Maintenance Division is responsible to maintain

Public Works is requesting additional staff to assist in the following areas:

- Proving adequate construction inspection services while Capital improvement projects are moving forward
- Providing financial management support to Special Districts
- Improving communication and the sharing of information about Public Works projects and operations through the additional of a dedicated communications position

This request includes an additional 23 full-time equivalent (FTE) positions

Table 1. - Additional FTE Position Requests

No.	Classification Title	Position Count	Division
1	Customer Service Representative II	3.0	Environmental Resources
2	Account Clerk III	1.0	Environmental Resources
3	SCADA Programs Supervisor	1.0	Water
4	Electrician Instrumentation Technician	1.0	Water
5	Senior Water Mechanic	1.0	Water
6	Water Conservation & Outreach Supervisor	1.0	Water
7	AWPF Operations Manager/Chief Plant Operator	1.0	Recycled Water
8	Senior Advanced Water Treatment Operator	1.0	Recycled Water
9	Advanced Water Treatment Operator III	2.0	Recycled Water
10	Treatment Plant Electrician	1.0	Recycled Water
11	Health/Safety/Training Officer	1.0	Human Resources
12	Wastewater Collections Operator I	0.5	Wastewater
13	Senior Construction Inspector	1.0	Engineering
14	Construction Inspector II	1.0	Engineering
15	Financial Analyst II	1.0	Special Districts
16	Senior Custodian	2.0	Facilities Maintenance
17	Facilities Maintenance Worker II	2.0	Facilities Maintenance
18	Account Clerk II	0.5	Public Works Administration
19	Communications Coordinator	1.0	City Manager
405	Total	23.0	

It also includes a request to reclassify 8 current full-time equivalent (FTE) positions:

Table 2.- Position Reclassifications

No.	Existing Classification Title	Position Count	Recommended Classification Title	Position Count
1	Wastewater Operator I	-1	Advanced Water Treatment Operator III	1
2	Wastewater Operator II	-1	Advanced Water Treatment Operator III	1
3	Senior Wastewater Mechanic	-1	Senior Advanced Water Treatment Mechanic	1
4	Source Control Technician	-1	Wastewater Environmental Specialist	1
5	Source Control Inspector	-1	Wastewater Environmental Specialist	1
6	Data Entry Operator I	-1	Administrative Secretary II	1
7	Senior Facilities Maintenance Worker	-1	Facilities Maintenance Supervisor	1
8	Administrative Secretary III	-1	Administrative Technician	1
	Total	-8	Total	8

ENVIRONMENTAL RESOURCES (ER)

- Currently has 173 FTEs
- Requesting the addition of four (4) FTEs:
 - (3) Customer Service Representative II - to handle increased call volume
 - (1) Account Clerk III - to assist with cash handling, reconciliations, internal controls and monthly reporting
- Positions to be funded from the Environmental Resources Fund

WATER OPERATIONS

- Currently has 56 FTEs
- Requesting the addition of four (4) FTEs:
 - (1) Supervisory Control and Data Acquisition (SCADA) Programs Supervisor - to replace consultant contract
 - (1) Electrician Instrumentation Technician - to perform electrical maintenance
 - (1) Senior Water Mechanic - to perform maintenance
 - (1) Water Conservation & Outreach Supervisor - to assist in complying with water conservation regulations and outreach
- Positions to be funded from the Water Operations Fund

RECYCLED WATER (Advanced Water Purification Facility-AWPF)

- Currently has 4 FTEs
- Requesting the addition of (5) FTEs:
 - (1) AWPF Operations Manager/Chief Plant Operator
 - (1) Senior Advanced Water Treatment Operator
 - (2) Advanced Water Treatment Operator III
 - (1) Treatment Plant Electrician
- Positions to meet demand of 24/7 operations at the AWPF

RECYCLED WATER (Advanced Water Purification Facility-AWPF) (continued)

- Requesting the reclassification of three (3) existing FTEs:
 - (2) Wastewater Operator to (2) Advanced Water Treatment Operator III
 - (1) Senior Wastewater Mechanic to (1) Senior Advanced Water Treatment Mechanic
- Positions to meet demand of 24/7 operations at the AWPF
- Positions and reclassifications to be funded from the Water Operations Fund

WASTEWATER

- Currently has 73.5 FTEs
- Requesting the addition of 0.5 FTE:
 - (0.5) Wastewater Collections Operator I - to help maintain and clean sewer pipelines

WASTEWATER

(continued)

- Requesting the reclassification of three (3) existing FTEs:
 - (1) Source Control Inspector/(1) Source Control Technician to (2) Wastewater Environmental Specialists
 - (1) Data Entry Operator I to Administrative Secretary II
- Positions and reclassifications to be funded from the Wastewater Operations Fund

ENGINEERING

- Currently has 22 FTEs
- Requesting the addition of (2) FTEs:
 - (1) Senior Construction Inspector
 - (1) Construction Inspector II
- Positions will pick up the increased workload in the Construction Inspection section
- These positions to be jointly funded through the Water, Wastewater and Environmental Resources Operations funds; charged back to Capital Projects as appropriate

SPECIAL DISTRICTS

- Currently has seven (7) FTEs
- Requesting the addition of one (1) FTE:
 - (1) Financial Analyst - to assist with managing and evaluating budgets, perform comprehensive analysis and financial studies
- Position to be funded from the Special Districts Fund which has been assessed in respective levies with landscape maintenance districts

FACILITIES MAINTENANCE

- Currently has 28 FTEs
- Requesting the addition of four (4) FTEs:
 - (2) Senior Custodian - to fill gap in supervision
 - (2) Facilities Maintenance Worker II – to assist with the additional workload due to the division adding 8 fire stations to its roster

FACILITIES MAINTENANCE

(continued)

- Requesting the reclassification of one (1) existing FTE:
 - (1) Senior Facilities Maintenance Worker to (1) Facilities Maintenance Supervisor - to fill a gap in supervision
- No fiscal impact for FY 2020-21 due to a vacant position
- Positions and reclassifications to be funded from the Facilities Maintenance fund through the existing internal services fees structure which is primarily funded by the General Fund

STREET MAINTENANCE

- Currently has 17 FTEs
- Requesting the reclassification of one (1) FTE:
 - (1) Administrative Secretary III to (1) Administrative Technician – to align the job description with the workload
- Reclassification to be funded from State Gas Tax Fund

PUBLIC WORKS ADMINISTRATION

- Currently has 15 FTEs
- Requesting the addition of 0.5 part-time FTE:
 - (0.5) Account Clerk II - to assist with the day-to-day operations of the Oxnard Transportation Center
- Part-time position to be funded from Transportation Development Act (TDA) Article 4 Fund

CITY MANAGER's OFFICE

- Requesting the addition of one (1) FTE:
 - (1) Communications Coordinator - to assist with public outreach and development of informational material and media
- Position to be split funded by General Fund (10%), Water Fund (30%), Wastewater Fund (30%) and Environmental Resources Fund (30%)

HUMAN RESOURCES

- Requesting the addition of one (1) FTE:
 - (1) Health/Safety/Training Officer - to assist with health and safety regulatory compliance for Public Works
- Position to be jointly funded from Water (50%) and Wastewater (50%) Operations Funds

- Annual cost for all requests is \$2,595,881
 - Additional FTE positions: \$2,390,926
 - Reclassified positions: \$204,955
- FY 2020-21 cost is \$638,619
 - Budget appropriations are required from respective available fund balance
 - Anticipated effective date for recruitment and actual onboarding of requested new positions is 4/1/2021
 - Effective date for reclassifications is 1/1/2021

Table 3.- Fiscal Impact by Fund

No.	Fund	Fund Description	Annual Cost	FY 2020-21 Cost
1	101	General Fund	\$7,000	\$1,750
2	114	Stormwater Fund	-\$42,571	-\$21,286
3	172	Landscape Maintenance District Fund	\$104,000	\$26,000
4	181	State Gas Tax Fund	\$5,000	\$2,500
5	213	TDA LTF 4 Fund	\$29,000	\$7,250
6	601	Water Operating Fund	\$1,569,334	\$423,975
7	611	Wastewater Collections Fund	\$83,422	\$25,171
8	621	Wastewater Treatment Fund	\$272,446	\$91,566
9	631	Solid Waste (ER) Operating Fund	\$326,771	\$81,693
10	735	Facilities Maintenance Fund	\$241,479	\$0
TOTAL			\$2,595,881	\$638,619



QUESTIONS