

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
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
June 8, 2021
Regular Meeting - 6:45 to 8:15 PM
(TEMPORARY MEETING TIME CHANGE)

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.

As a precautionary measure to help slow the spread of COVID-19, the City Council facilities 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](https://www.youtube.com/oxnardnews). Video recordings are typically available online immediately following the meeting. *Please see the link for the Measure M pre-recorded presentation video for each agenda item below.

The public may provide comments to the City Council via email at cityclerk@oxnard.org no later than [2:00 p.m.](#) on the day of the meeting. Please identify the committee name, meeting date, and agenda item in the email Subject line.

A telephone option for public comments is also available at this time. Requests to speak must be submitted no later than [2:00 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.

*The City has filed pre-election and post-election lawsuits regarding the validity of Measure M. The judge has not yet ruled on the legal sufficiency of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. 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. Speakers are limited to three minutes. If the allotted 30 minute time period expires before all speakers have had the opportunity to speak, the remaining speakers will be given an opportunity to speak prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take action on any items presented during public comments at this time. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing.

C. CONSENT AGENDA

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: (Presentation / Committee Discussion / Public Comment)

1. City Clerk Department

SUBJECT: Approval of Minutes.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the February 23, 2021 regular meeting as presented.

Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Community Development Department

SUBJECT: City of Oxnard Participation in Clean Power Alliance Power Ready Program (Solar and Battery Backup) for the Building Located at 214 South C Street (Service Center). (0/10/5)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee support the City's continued evaluation of participation in the Clean Power Alliance Power Ready Program for the installation of solar roof top photovoltaic and battery storage to support building operations at 214 South C Street (aka "the Service Center").

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/sVglbmYxygs>

Contact: Vyto Adomaitis, (805) 385-7868

2. Cultural & Community Services Department

SUBJECT: Agreement with the Hueneme School District for the operations of the After School Education and Safety (ASES) program in FY 2021-22, FY 2022-23 and FY 2023-24.

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that Council approve and authorize the Mayor to execute the Partnership Agreement (A-8336) and Memorandum of Understanding (A-8337) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of \$3,159,896 to provide services under the California After School Education and Safety (ASES) program at ten (10) HESD schools during FY 21-22, FY 22-23 and FY 23-24.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Mv8lltZ3xHE>

Contact: Terrel Harrison, (805) 385-7994

3. Community Development Department

SUBJECT: Oxnard Permit Simplicity Act Implementation Report. (0/15/10)

RECOMMENDATION:

That the Community Services, Public Safety, Housing & Development Committee receive a report and provide input on the implementation of the Oxnard Permit Simplicity Act.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/YzDMIYQ_5HA

Contact: Vyto Adomaitis, (805) 385-7868

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
FEBRUARY 23, 2021

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:46 p.m., Chair MacDonald called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing & Development Committee 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. Chair MacDonald and Member Madrigal were present via videoconference. Member Zaragoza was present in person.

Staff members Ashley Golden, Assistant City Manager; Ken Rozell, Chief Assistant City Attorney; and Rose Chaparro, City Clerk were present in person. Alexander Nguyen, City Manager; Vyto Adomaitis, Community Development Director; Jeff Pengilley, Assistant Community Development Director; and Alexander Hamilton, Fire Chief; participated virtually.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

No public comments received.

C. CONSENT AGENDA (None.)

D. REPORTS

Fire Department

1. SUBJECT: Award Agreement A-8299 to Wittman Enterprises, LLC to Provide Emergency Medical Services (EMS) Billing and Collection Services.
RECOMMENDATION: That the Community Services, Public Safety, and Housing & Economic Development Committee recommend that City Council
 - 1) Award and authorize the Mayor to execute Agreement A-8299 with Wittman Enterprises, LLC for a not to exceed amount of \$500,000 annually for Emergency Medical Services (EMS) billing and collection services for a five term commencing March 16, 2021; and
 - 2) Approve the use of Oxnard City Code 4-3.L that permits the City to “piggyback”, whereby the City utilizes another agency or jurisdiction’s solicitation, as allowed in the agreement between the City of Chula Vista and Wittman Enterprises, LLC.

Alexander Hamilton, Fire Chief was available to answer the Committee’s questions. There were no public comments. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Member Madrigal, to approve the recommended action as presented VOTE: Zaragoza, Madrigal, and MacDonald voted in favor; the motion carried 3-0.

E. ITEMS FOR FUTURE AGENDAS

No requests were made.

F. ADJOURNMENT

There being no further business on the agenda, and without objection, Chair MacDonald adjourned the meeting at 6:53 p.m.

ROSE CHAPARRO
City Clerk

BRYAN MACDONALD
Chair



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.1

DATE: June 8, 2021

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7868,
vyto.adomaitis@oxnard.org

SUBJECT: City of Oxnard Participation in Clean Power Alliance Power Ready Program (Solar and Battery Backup) for the Building Located at 214 South C Street (Service Center). (0/10/5)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee support the City's continued evaluation of participation in the Clean Power Alliance Power Ready Program for the installation of solar roof top photovoltaic and battery storage to support building operations at 214 South C Street (aka "the Service Center").

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/sVglbmYxygs>

BACKGROUND

The City joined the Clean Power Alliance (CPA) in 2018. Consistent with the CPA enrollment protocol, customers were enrolled in a phased manner beginning on February 1, 2019 for residential customers and May 1, 2019 for commercial customers and municipal accounts. The CPA is a community choice energy (CCE) program through community choice aggregation (CCA), established as a Joint Powers Authority (JPA) of counties and cities. As a CCE program, the CPA purchases clean power and sells it to customers, while Southern California Edison (SCE) remains responsible for delivery, billing, and resolving any electricity service issues. A CCA program provides for government-led procurement of electricity for customers within their jurisdictional boundaries who elect to remain a program participant.

The goals of a CCA program include increasing the amount of renewable energy provided to residents, creating local clean energy jobs, reducing greenhouse gas emissions, and providing greater public accountability in energy decisions, generally at a cost savings compared to the incumbent electricity provider. CPA procures its renewable energy from a mix of eligible resources; these primarily come from solar and wind power, but also include small amounts of geothermal, biomass, and small hydroelectric power. Since 2018, CPA has entered into long-term power purchase agreements for over 1,300 megawatts of new renewable energy and over 700 megawatts of new battery energy storage. CPA continues to seek economically viable local renewable energy and battery storage projects and will be pursuing local community solar projects in disadvantaged areas in Ventura County; locally, these are census tracts which are primarily located in Oxnard and Ventura; this program will be released in the near future and is known as the Power Share Program.

DISCUSSION

The Power Ready Program was developed by the CPA to install solar and storage system(s) at critical load facilities for backup or emergency power. Installation, maintenance, and operations are at no cost to the City. The Power Ready Program offers CPA member agencies the opportunity to host a solar + battery storage system at a critical facility in their jurisdiction. The goal is for the CPA to install one project at each feasible member agency location.

In exchange for hosting this energy storage system, the agency will re generate solar savings, which CPA will use to pay for the power purchase agreement (PPA) that CPA will enter into with the third party project developer. The City will simply continue to pay their monthly bill, but instead of paying for energy and demand costs, they will pay CPA for solar+storage. The program will keep the City's monthly bills cost neutral, meaning bills will not be any higher than they would have been without the systems, and could potentially even bring some savings to the City. CPA will contract with a developer/financier to fund all of the CPA Power Ready Program sites as one aggregated portfolio of sites, and CPA will pay the PPA cost on behalf of the member cities.

The CPA approached the City requesting submission of five potential city facilities for consideration for enrollment in the Power Ready Program. The city selected Power Ready sites must be currently served by CPA, considered a critical facility, require substantial energy for operations, have good solar orientation and sufficient land area, and roof integrity to support the rooftop solar installation. The five potential city facilities submitted to CPA included: Service Center (214 South C Street), Oxnard City Hall (300 West Third Street), the Oxnard Main Library (251 South A Street), the Performing Arts Center/PAC (800 Hobson Way), and the Police building (251 South C Street).

The CPA determined that the Service Center was the most appropriate location for the solar and battery installation because it can support the largest sized solar photovoltaic (PV) system (195 kW versus 188kW for the next largest at the Oxnard Main Library) to help the CPA pay for the cost of the battery and PV equipment. This location also meets the criteria of hosting critical city functions. The second choice which was the Oxnard Main Library. which can host 188kW) presents as a very good second choice, but rooftop installation and roof integrity is anticipated to be problematic. Carport PV installation was considered but installation costs do not make financial sense when considering the viability of an adjacent viable rooftop PV option (Service Center).

Additionally, within the context of all of the city's site submissions, the CPA consultant eliminated Oxnard City Hall, and the Oxnard Police Station in its analysis because those sites cannot support PV arrays as large as the Service Center or the Main Library. The PAC was eliminated because the current energy usage was not high enough on the existing facility.

Solar and Battery Storage Specifications for 214 South C Street

The Service Center was identified as a critical facility due to the divisions hosted in the building (Building and Safety, Planning, Traffic Engineering, Code Enforcement, and Billing & Licensing). The Fire Department operations, including the Emergency Operations Center, is located within the Fire Department Headquarters on the northeast corner of Service Center at Second Street and C Street (see Attachment A for full view of Power Ready Project Site). This portion of the Service Center building is supported with an emergency generator; this generator provides robust backup power for the EOC and Fire Department building. The Service Center does have access to the emergency generator, but only for lighting, not power to serve computers, or retrieve records

or secure map data. In the event of an emergency, the City's Service Center building would be limited in its ability to operate or support the EOC through records, utility data, permit information, etc.

Based upon roof capacity, the CPA/CPA consulting team has developed conceptual sizing for the Power Ready program installation for a 195.2 kilowatt (kW) solar PV system and a 400 kWh (kilowatt-hour) battery system at the Service Center. A PV system of this size is expected to generate 327,448 kW annually. The Oxnard Service Center currently uses 535,940 kWh annually.

The conceptual sizing of the battery installation is to provide approximately 20% of the energy capacity for emergency backup in the event of a power outage. The battery project will provide at least four hours of backup for critical loads only that are defined by Oxnard. The city would likely have the ability to extend the backup timeframe through active load management of critical loads. As long as the sun is shining however, this solar plus battery storage system can run indefinitely; during a prolonged outage it will be able to recharge using solar. The on-site backup generator can contribute to this mix but will be limited to fuel on hand. The presence of a generator will not and has not impacted how the CPA consultant has modeled solar PV plus energy storage at the Oxnard Service Center. A future site visit will determine the precise location of the battery storage system, which is typically the size of a few parking spots.

Next Steps

Staff and the CPA are aware of pending legislation, Assembly Bill (AB) 1139 – Net Energy Metering, which may impact solar installation in the future. The City and CPA will continue to evaluate this potential legislation. The City's participation in the Power Ready project is free of charge to the City. Therefore, if (AB) 1139 passes, the fiscal impact will be borne by the CPA.

Should the Committee and Council support continued evaluation and enrollment of the site in the Power Ready program, a site visit with CPA would occur in mid Summer. If the site is determined viable through an on-site inspection, the City would be required to sign a memorandum of understanding (MOU) for participation in the Power Ready program. This MOU would be in effect for the term of the Power Purchase Agreement (PPA) that CPA will enter into for the development of the systems. CPA will provide the MOU once, and if, the site is determined feasible. The MOU will then be reviewed by the City Attorney's office, and provided to Council for review and approval. Cities will have the ability to terminate the Power Ready MOU without cost up until a specific timeframe. The provisions of the MOU (terms, buy out clauses, termination, etc) will be communicated if and when the MOU is presented to the City Council. The City and the CPA would initiate a lease agreement through a MOU for use of the property in Fall 2021. The PPA that CPA will enter into for the development of the systems will be approved by the CPA Board of Directors. It is currently anticipated that the earliest construction could commence for this program is Q3 2022.

STRATEGIC PRIORITIES

This agenda item supports the Infrastructure and Natural Resources strategy. The purpose of the Infrastructure and Natural Resources strategy is to preserve and improve our roads, utilities, parks, trees, water supply and natural resources through effective planning, prioritization, and an equitable and efficient use of available funding.

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their

quality of life.

This agenda item supports Public Safety strategy. The purpose of the Public Safety strategy is to restore and modernize the delivery of public safety services to provide for the safety of our neighborhoods and health of our community.

FINANCIAL IMPACT

This agenda item is to continue evaluating the feasibility of the CPA selected location and therefore, there is no fiscal impact as a result of this evaluation. If the City proceeds with the program, the fiscal implications to the City associated with the MOU contract agreement will be evaluated when contract documents are provided.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Attachment A - Solar Panel Installation 214 South C Street
2. Clean Power Alliance Power Ready Program Presentation 06.08.21

ATTACHMENT A – 214 S. C STREET

Power Ready Project Site



City of Oxnard Participation in Clean Power Alliance Power Ready Program (Solar and Battery Backup) for the Building Located at 214 South C Street (Service Center)

Vyto Adomaitis, Community Development Director
Kathleen Mallory, Planning & Sustainability Manager
Community Development Department

Community Services, Public Safety and Housing & Development Committee
June 8, 2021



BACKGROUND

2

- City joined Clean Power Alliance (CPA) in 2018.
- CPA = a community choice energy (CCE) program; procurement is through community choice aggregation (CCA).
- CPA purchases/sells to customers, Southern California Edison (SCE) responsible for delivery, billing, and resolving any electricity service issues.
- CPA program goal = increase amount of renewable energy provided; create local clean energy jobs; and reduce greenhouse gas emissions.
- CPA pursuing local community solar projects in disadvantaged areas in Ventura County.

- CPA install solar and storage system(s) at critical load facilities for backup or emergency power
- Installation, maintenance, and operations at no cost to the City
- CPA enters into agreement / third party project developer
- Member agency will generate solar savings; CPA will use this to pay for the agreement

POWER READY PROGRAM

- City continues to pay monthly bill; instead of paying energy and demand costs, agency pays CPA for solar+storage
- Keeps the City's monthly bills cost neutral
- Criteria:
 - Enrolled in CPA
 - Critical facility
 - Use substantial energy for operations;
 - Good solar orientation and sufficient land area;
 - Roof integrity to support rooftop solar installation

Critical Sites evaluated:

- Service Center (214 South C Street)
- Oxnard City Hall (300 West Third Street)
- Oxnard Main Library (251 South A Street)
- Performing Arts Center (800 Hobson Way)
- Police Building (251 South C Street)

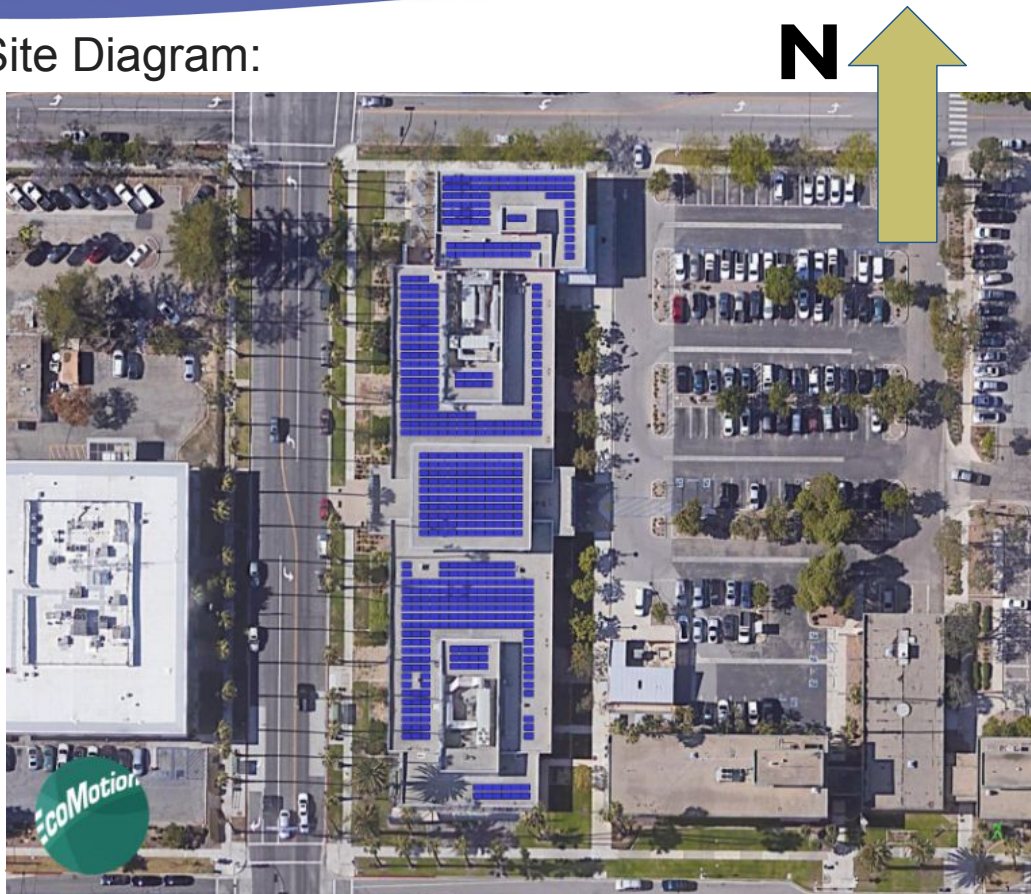
214 South C Street (Service Center building) selected for most feasible and desirable

- Site selected because
 - Supports the largest sized solar photovoltaic (PV) system
 - Helps the CPA pay for the cost of the battery and PV equipment; rooftop installation and roof integrity
 - It's a critical facility due to operations performed in the building:
 - Building and Safety, Planning, Traffic Engineering, Code Enforcement, and Finance; as well as Fire and Emergency Operations Center

Conceptual Site Diagram:

Conceptual
solar
modeled
195.2
kilowatts
(kW.)

and 400
kWh of
battery
storage.



POWER READY PROGRAM BENEFITS

- Installation of system would be free, including maintenance
- Expanded emergency operations could be achieved with backup power source
- Capacity design - approximately 20% energy capacity for emergency backup in the event of a power outage; battery project = at least four hours of backup power during times of periods of heavy use, or an incidents
- Design would enable City to determine when it should shift from power from utility provider to backup power
- Decision could be driven by energy pricing/tariffs; environmental issues/ex: wind events; or need to shift energy usage to balance community energy needs (“aka load shifting”)

- Future site visit by CPA Third Party contractor to continue feasibility evaluation and precise siting of PV and battery storage system- anticipated Summer 2021
- If site inspection determines site is feasible, CPA would develop a MOU and provide it to the City for review
 - Agreement would be reviewed by legal council and presented to committee and the City Council
 - Anticipated Fall 2021
- Energy storage systems construction
 - Earliest anticipated July/September 2022

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee support the City's continued evaluation of participation in the Clean Power Alliance Power Ready Program for the installation of solar roof top photovoltaic and battery storage to support building operations at 214 S C Street ("the Service Center").



End of Presentation



COMMUNITY SERVICES, PUBLIC SAFETY, HOUSING & DEVELOPMENT COMMITTEE AGENDA REPORT

REPORTS AGENDA ITEM NO. D.2

DATE: June 8, 2021

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Terrel Harrison, Cultural & Community Services Director, (805) 385-7994,
terrel.harrison@oxnard.org

SUBJECT: Agreement with the Hueneme School District for the operations of the After School Education and Safety (ASES) program in FY 2021-22, FY 2022-23 and FY 2023-24.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend that Council approve and authorize the Mayor to execute the Partnership Agreement (A-8336) and Memorandum of Understanding (A-8337) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of \$3,159,896 to provide services under the California After School Education and Safety (ASES) program at ten (10) HESD schools during FY 21-22, FY 22-23 and FY 23-24.

Please click the following link to view the required Measure M pre-recorded presentation video: <https://youtu.be/Mv8lltZ3xHE>

BACKGROUND

In November 2002, California voters approved the After School Education and Safety (ASES) Initiative with the passage of Proposition 49. In 2006, the governor signed into law Senate Bill 638, making ASES operational. Decades of research show that afterschool programs help kids learn, grow, and avoid risky behaviors. Afterschool and summer learning programs are locally-designed school and community solutions that provide a safe place for students and provide much needed support for families to balance work with home. According to research conducted by the Afterschool Alliance, afterschool programs serve as an effective means to close the achievement gap, boost school attendance, improve academic performance and regular school attendance, improve classroom engagement, decrease risky behaviors and decrease the likelihood of dropping out of school.

In 2008, a partnership began between the Recreation and Community Services, City Corps and Hueneme School District (HESD). Today, the City of Oxnard, City Corps and HESD ASES have developed a full partnership by focusing on the strength of each organization – classroom learning by the District, and enrichment learning by the City through City Corps and Recreation. The most notable outcome of this deep schools-city partnership is the effective access by ASES youth of the many activities that introduce them to the world of work and service. Younger students are introduced to service and its connection to work and the

discernment of work likes and dislikes. Since City Corps has staffed the program, there have been numerous City Corps participants who have entered the workforce as credentialed teachers. On a daily basis, the HESD program serves over 1040 students at ten (10) school sites and provides employment training to approximately 60 individuals between the ages of 18-24.

The program model incorporates the following three (3) elements, which integrates the school's curriculum, instruction and learning support activities:

1. Educational and Literacy Element: This element provides tutoring and/or homework assistance designed to help students meet state standards in one or more of the following core academic subjects: reading/language arts, mathematics, history and social studies, or science.
2. Educational Enrichment Element: This element offers an array of additional services, programs, and activities that reinforce and complement the school's academic program. Educational enrichment may include but is not limited to, positive youth development strategies, recreation and prevention activities. Such activities may involve the visual and performing arts, music, physical activity, health/nutrition promotion and general recreation; community service-learning and other youth development activities based on student needs and interest.
3. Homework Center Element: On a daily basis, the program serves over 1,040 students throughout 10 school sites. After eating a nutritious snack, the students participate in Homework Assistance, Math, Arts, Reading and Recreational Sports Programming.

The program has received outstanding reviews by the Ventura County Office of Education (VCOE). This collaboration is often cited as operating one of the best ASES programs in the region.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to restore and increase quality services and programs that enrich Oxnard's diverse community, promotes safe neighborhoods, encourages community engagement, and supports our residents in their efforts to improve their quality of life.

FINANCIAL IMPACT

If approved, the FY 21-22 budget for the Hueneme Elementary School District program will include \$1,053,299 (272-5511). The recommended budgets for FY 22-23 and FY 23-24 will include \$1,053,299 and \$1,053,298 respectively in ASES funding (272-5511).

The school district requests that the City assist with the grant funding match portion by providing \$54,000 of in-kind services per fiscal year. This requested match is met through general fund (101-5511) by providing office space for the ASES program, phone, administrative support, staff support for the end of the year "June Jamboree" and student participation in other various established City Corps / Recreation programs, such as the Kiwanis Track Meet, Community Roots Garden field trips, beach clean-ups, the Oxnard Holiday Parade and other like programs.

Prepared by: Julie Estrada, Recreation Coordinator

ATTACHMENTS

1. HESD-ASES Agreement 2021-2024
2. HESD-ASES MOU City Corps 2021-2024 (1)
3. HSD ASES Presentation 2021-24

Hueneme Elementary School District
Agreement for Services
After School Education and Safety (ASES) Program

This AGREEMENT is approved and entered into as of July 1, 2021 ("Effective Date") and is for a three year period from July 1, 2021 through June 30, 2024, between the HUENEME ELEMENTARY SCHOOL DISTRICT (herein referred to as the "District"), a public school district duly operating under the laws of the state of California, and The CITY OF OXNARD and the Recreation and Community Services City Corps, a service provider (hereinafter referred to as "Provider") for the purpose of providing specific services pursuant to the ASES Program Grant to eligible District schools and students.

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, the District is in need of such special services and advice;

WHEREAS, the Provider is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

WHEREAS, the ASES Program Grant and its Memorandum of Understanding outlines the requirements for supplemental services;

WHEREAS, ASES Program contains the following requirements:

- a. Requires the District to develop, in collaboration and in consultation with partners, supplemental services for identified students, in academic, enrichment, and recreational areas;
- b. Contains a description of collaboration and partnerships, and their respective responsibilities to provide services;
- c. Contains a provision for the termination of the agreement if the Provider or District wishes to terminate;
- d. Contains provisions with respect to making payment to the Provider by the District;
- e. Contains provisions outlining staffing, effectiveness evaluation, and sustainability, as well as other program aspects;

WHEREAS, Provider is a legally constituted organization and incorporated under the laws of California, and

WHEREAS, Provider is willing to provide services to the District, it's ASES Program schools, and its students.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

ASES Program Agreements

Services will be offered and delivered as stated in the ASES Program Grant and in the Memorandum of Understanding between HUENEME ELEMENTARY SCHOOL DISTRICT AND THE CITY OF OXNARD.

Parents/guardians shall not be charged for any services rendered under the ASES Program unless such services and charges are clearly identified in writing and agreed upon in advance by the District, the involved school administer, and the parents/guardians. In no event shall the agreed upon charges obligate the District financially, nor shall the District incur any obligation or expense in excess of the state/federal reimbursement amount.

Parents/Guardianship

For the purpose of the Contract, a parent is the natural or adoptive parent, legal guardian, or a surrogate parent appointed by the District.

Student Records

A student record is defined by State and Federal Law, and essentially is any document prepared or retained by Provider with an individual student's name referenced therein. All student records shall be kept in a secure location preventing access by unauthorized individuals. Provider will maintain an access log delineating date, time, agency, and identity of any individual accessing student records that is not in the direct employ of the Provider. Provider agrees to provide access to and copies of student records to the District and/or the parents/guardians of the District's student. Provider shall not provide access or forward to any other person other than parents/guardians or the District any student record without the written consent of the parent/guardian or the District.

Access by HUENEME ELEMENTARY SCHOOL DISTRICT

Provider shall provide services at the location(s) agreed upon in the Memorandum of Understanding. The District's representatives shall have access to observe each student at work, observe the instructional/enrichment/recreational setting and activities, interview Provider, and review each student's progress.

Fingerprints

In accordance with Education Code § 45125.1, Provider shall conduct a criminal background check of its employees and/or subcontractors prior to any student contact and, upon receipt of those checks, certify to the District that no employee and/or subcontractors of Provider working with students of the school district has been convicted of a violent or serious felony as defined by statutes. Provider shall supply to the District a list of names of those employees and/or subcontractors who are cleared to work with students of the District. A fingerprint certification will be submitted with monthly invoices and attendance registers.

Transportation

The District is not responsible for any transportation costs or for making any transportation arrangements not provided for or agreed to in the Memorandum of Understanding. Provider will not transport any students in private vehicles without complying with the District Governing Board Policy 6153 and have permission of parent/guardian.

Accident/Incident Report

Provider agrees to submit a written accident report to the District within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.

Child Abuse Reporting

Provider assures to the District that all staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures under California law, including but not limited to, California Education Code § 49370 and California Penal Code § 11166 et seq. Provider agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children. Provider agrees that all staff members will abide by such laws in a timely manner.

Provider shall submit immediately by facsimile, email and mail, within twenty-four (24) hours an incident report to District when it becomes aware of circumstances including, but not limited to: allegations of molestation, child abuse, or missing children under Provider's supervision.

Supplies, Equipment and Facilities

Provider shall be responsible for appropriate supplies, equipment, and facilities as outlined in the Memorandum of Understanding. If Provider desires to use District

facilities for activities other than outlined in the Memorandum of Understanding it must make a separate application for use of facilities through the District's Use of Facilities procedures.

Continuity of Personnel

Provider shall make every reasonable effort to maintain the stability and continuity of Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement.

a. Provider shall ensure that District has a current list of all personnel and sub-contractors providing Services under this Agreement.

b. Provider shall notify District of any changes in Provider's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the Services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

c. Provider shall maintain a database of prospective employees in order to avoid a gap in filling intended positions.

Independent Contractor Status

Provider is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of the District.

a. The personnel performing the Services under this Agreement on behalf of the Provider shall at all times be under Provider's exclusive direction and control. The Provider, its agents or employees shall not at any time or in any manner represent that Provider or any of Provider's officers, employees, or agents are in any manner officials, officers, employees or agents of the District. Neither Provider, nor any of Provider's officers, employees or agents, shall, by virtue of Services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to the District's employees. Provider will be responsible for payment of all Provider's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this Agreement.

b. If Provider becomes aware that any person employed by or volunteering with Provider in connection with the Services has been arrested or convicted of a violent or serious felony listed in Penal Code Section 667.5(c) or 1192.7(c), then Provider must

immediately remove said employee or volunteer from the performance of the Services, prevent the employee or volunteer from interacting with District students, and notify the District. The District retains the right to prohibit any such employee from participating in the program or having access to students or the program site.

c. Provider shall have no authority to bind the District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against the District, whether by contract or otherwise, unless such authority is expressly conferred in writing by the District, or under this Agreement.

Conflict of Interest; Disclosure of Interest:

Provider assures that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Provider's performance of Services under this Agreement. Provider further assures that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

a. Provider agrees to at all times avoid any actual, potential or the appearance of any conflict of interest on behalf of itself or its employees providing services hereunder, including, but not limited, to employment with the District, including its schools.

b. This Agreement is subject to Board Policy 9270 governing conflicts of interest. Provider agrees to furnish to District (upon request) a valid copy of the most recently adopted partnership or bylaws of the corporation and a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) and to timely update of said information as changes in governance occur.

c. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Provider that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures.

d. Provider agrees to notify the District, in writing, if Provider believes that it is a "designated employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

Non-Discrimination

Provider shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

Inspection and Audit

Provider shall provide access to records or reports, or other matter relating to the Agreement, upon request by District. Fiscal records shall be maintained by Provider for seven (7) years and shall be available for audit.

Indemnification

a. Provider's Indemnity Obligation.

To the fullest extent permitted by California law, Provider shall at its sole expense indemnify, protect, defend and hold harmless District, its officers, agents, employees, elected board members, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by Provider or by any individual or entity for which Provider is legally liable, including but not limited to officers, agents, employees or sub contractors of Provider. The provisions of this indemnification do not apply to any damage or losses caused by the sole negligence or willful misconduct of District, its officials, elected board members, employees, and volunteers, or claims caused by dangerous conditions of District real property which arose out of acts or failure to act by District. Except as specifically provided in this Agreement, in no event shall Provider be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement.

Provider agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Provider in the performance of this Agreement. In the event Provider fails to obtain such indemnity obligations from others as required here, Provider agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Provider and shall survive the termination of this Agreement.

b. District's Indemnity Obligation.

To the fullest extent permitted by California law, District shall indemnify, protect, defend and hold harmless the Provider and any and all of its officials, city council members, employees and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings,

losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse, or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of this Agreement by District or by any individual or entity for which District is legally liable, including but not limited to officers, agents, employees or sub-contractors of District or that arises out of or is in any way directly attributable to the alleged existence of dangerous conditions on District real property during the operation of the program contemplated hereunder. The provisions of this indemnification do not apply to any damages or losses caused by the sole negligence or willful misconduct of Provider, its officials, elected council members, employees, agents, or program participants. Except as specifically provided in this Agreement, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including but not limited to lost profits, arising out of or in connection with this Agreement. This obligation to indemnify and defend Provider as set forth here is binding on the successors, assigns or heirs of District and shall survive the termination of this Agreement.

Insurance

Provider shall provide and maintain insurance, in full force and effect throughout the term of this Agreement and any modification thereof, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858.

Provider shall provide the following scope and limits of insurance:

Minimum Scope of Insurance. Coverage shall be at least as broad as: (1)

Commercial General Liability coverage of not less than two million dollars (\$2,000,000) in the aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000)

Aggregate.

Not later than the effective date of this agreement, Provider shall provide the District with satisfactory evidence of insurance, naming HUENEME ELEMENTARY SCHOOL DISTRICT as additional certificate holder, including a provision for a twenty (20) calendar day written notice to the District before cancellation or material change, evidencing the above-specific coverage. The District reserves the right to revise the requirements of this provision at any time. If the District determines that additional insurance coverage is necessary, the District will reopen negotiations with Provider to modify the terms of this agreement.

Monthly Invoices

Provider shall submit to District monthly invoices. Such invoices shall be submitted within thirty (30) days of the rendering of services. District shall process payments to Provider within forty-five (45) days of submission of such invoices, except in those situations identified in the paragraph entitled "Right to Withhold" listed below.

Right to Withhold

The District may withhold payment to Provider, on ten (10) working days written notice of such withholding, when in the opinion of the District:

- a. Provider's performance, in whole or in part, either has not been carried out as defined by the ASES Program Grant.
- b. Provider has neglected, failed, or refused to furnish information or to cooperate with the inspection, review, or audit of its program, work, or records.
- c. Provider has failed to submit the invoice in a timely manner.

If the District gives notice of intent to withhold, Provider shall have fourteen (14) days from the date of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein.

Modifications and Amendments:

This Contract may be modified or amended only by a written document signed by authorized representatives of Provider and District. No change in this Contract or Memorandum of Understanding shall result in a District financial obligation to Provider in excess of the ASES Program and Memorandum of Understanding reimbursement rate to the District.

Disputes

Disputes between District and Provider concerning the meaning, requirements or performance of this contract shall be submitted to the Superintendent of the District. The determination of the Superintendent shall be made in writing and shall be

binding on both parties

Assignment and Subcontracting

The expertise and experience of Provider are material considerations for this Agreement. The District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Provider under this Agreement. In recognition of that interest, Provider shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Provider's duties or obligations under this Agreement without the prior written consent of the Board of Trustees of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

Notwithstanding the above, Provider may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of District. Such approval shall be attached and made part of this Agreement. Provider shall be as fully responsible to District for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by Consultant, as if the acts and omissions were performed by Consultant directly. Any sub-contractor shall be bound by all of the terms of this Contract, including the insurance and indemnification provisions, and it shall be Provider's responsibility to obtain the agreement of subcontractor/assignee to comply with all terms contained herein.

Termination

- a. The partners are committed to the long-term operations and sustained functioning of the ASES Program.
- b. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms.
- c. Either party can initiate the release of this agreement with a thirty (30) day notice. Upon termination without default of Provider, District shall pay, without duplication, for all services satisfactorily performed to date of termination.
- d. In consideration of this payment, Provider waives all rights to any further payment or damage. Upon termination, Provider shall turn over to District all student records in its possession generated as a result of services rendered under this Agreement, possessed by Provider or under its control at the time of termination.

Default

Failure of Provider to perform any Services or comply with any provisions of this Agreement may constitute a default. District shall provide written notice to Provider of the default and the reasons for the default. District shall not have any obligation or duty

to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The written notice shall include the timeframe in which Provider may cure the default. This timeframe is presumptively thirty (30) work days, but may be extended, though not reduced, at the discretion of District. During the period of time that Provider is in default, District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Provider does not cure the default, District may terminate this Agreement as provided above. Any failure on the part of District to give notice of the Provider's default shall not be deemed to result in a waiver of District's legal rights or any rights arising out of any provision of this Agreement. Notwithstanding the foregoing, Provider shall not be deemed to be in default if its failure to perform any Services or comply with any provisions of this Agreement results solely from the action or inaction of District.

Compliance with Laws

In connection with the Services and its operations, Provider shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Provider shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Provider shall comply with the provisions of the State ASES Program grant requirements.

Entire Agreement

This Agreement and the Memorandum of Understanding incorporated herein constitute the entire agreement and understanding between the District and Provider in connection with the matters covered herein and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated.

Governing Law

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

Severability Clause

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be

read and construed without the invalid, void or unenforceable provision(s).

Notices

Any notices required or permitted to be given under this Agreement shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, or hereinafter provided) the party entitled thereto or on its successors and assigns. If mailed, such notice, demand, or request shall be mailed certified or registered mail, return receipt requested, and deposited in the United States mail addressed to such party at its address set forth below or to such address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting; or if sent by a nationally recognized overnight express carrier, prepaid, such notice shall be deemed to have been made on the next business day following deposit with such carrier. For the purposes herein, notices shall be sent to the District and the Provider as follows:

For the District:

Patricia Marshall, Senior Director, Chief Business Official
Hueneme Elementary School District
205 North Ventura Road
Port Hueneme, CA 93041

For Provider:

Araceli Espinosa, Management Analyst
701 South "G" Street
Oxnard, CA 93030

Authority to Execute

The person or persons executing this Agreement certify they are the authorized representatives of the respective parties, and are authorized to sign this document.

Binding Effect

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. The Funding for the ASES Program and this entire Agreement is contingent upon the district receiving state funding each fiscal year.

[Signatures on following page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

For City of Oxnard:

John C. Zaragoza
Mayor

Date

ATTEST:

Rose Chaparro
City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fisher
City Attorney

Date

For Hueneme Elementary School District:

Dr. Christine Walker
Superintendent

Date

Memorandum of Understanding between the Hueneme Elementary School District (HESD), fiscal agency of the After School Education and Safety (ASES) Program and the City of Oxnard

The scope of this document is to define the roles and responsibilities of a partnership between the City of Oxnard, City Recreation and Community Services-City Corps (OCC) to provide staff to supervise and support students who participate in the Hueneme Elementary School District (HESD) ASES Program. The ASES Program is an extended learning day offered each day that school is in session from regular day dismissal to 6:00 p.m.

This serves as a Memorandum of Understanding and Responsibility Agreement that HESD and OCC will work together toward meeting the ASES Program Plan goals for the 2021-2024 school years at the following schools: Richard Bard, Charles Blackstock, E.O. Green, Art Haycox, Julien Hathaway, Hueneme, Ansgar Larsen, Parkview, Sunkist and Fred Williams. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

OCC agrees to:

1. Provide a program leader to support all OCC staff and oversee implementation of items 2-12 below: 2. Provide an Activity Leader for each site who will meet regularly with the After School Program Site Coordinator and/or Principal to coordinate:
 - a. Oversight of implementation of the unified ASES Schedule each week by all City Corps. staff.
 - b. Inform the Site Coordinator of supplies and materials needed each month.
 - c. Ensure all staff explain to parents how to sign students out daily to meet grant requirements.
 - d. Meet daily with the Youth Development Instructor staff to celebrate successes and address concerns based on the prior day program.
 - e. Supervise and support the Youth Development Instructor staff towards meeting the essential responsibilities in working in the ASES program.
 - f. Supervision of students daily at arrival, during and at dismissal of program.
 - g. Ensure snacks, supplies and materials are organized and available daily.
 - h. Work with the Site Coordinator to collect data for evaluation purposes.
 - i. Ensure that the staff uses appropriate behavior management and discipline techniques at all times and assist the staff in solving discipline problems; All staff use CHAMPS approach for teaching students expectations for appropriate behavior for all scheduled activities and transitions.
 - j. Plan activities using appropriate instructional strategies taught at professional learning days.
3. Provide staff daily to serve required student to staff ratio of 20:1 for all sites.
4. Ensure all employees attend monthly professional learning provided in the school year and use planning time to prepare lessons and activities and to implement instructional strategies taught at the trainings.
5. Provide all staff with planning time daily prior to the start of the program as outlined in the ASES Staff Work Schedule for each school.
6. All personnel must pass District Para-educator Test and receive training in the following areas: CPR/First Aid and provide copy of certificate, Mandated Reporting, Sexual Harassment and pass fingerprint clearance prior to being offered employment.
7. Ensure all employees are able to meet with the Site Coordinator at each school site for 4 hours of planning time prior to the first day of school and that they attend all Summer Professional Learning days.
8. Provide an in-kind matching grant of a minimum of \$54,000 to help meet the 33% matching grant requirement.
9. Ensure all ASES staff attend and participate in collaborative planning and meetings.
10. Ensure all employees maintain confidentiality of student records per the Contract with HESD.

11. Maintain all materials provided for the ASES staff by having staff return items at the end of each day.
12. Provide budgetary information to HESD as required.

OCC will be provided with an annual total of \$1,053,299 paid in 10 monthly installments of \$105,323 through a subcontract with HESD in the 2021-22, 2022-23 and 2023-24 fiscal years and a maximum of \$3,159,897 for the duration of this three year contract.

HESD agrees to:

1. Manage the program budget, including collaborating with OCC to ensure the 2021-2024 ASES ProgramPlan goals are being met and for proper payment for services.
2. Provide professional learning and follow-up coaching support to ASES staff.
3. Provide supplies and materials for use in the ASES Program.
4. Visit sites to ensure grant compliance on programmatic levels.
5. Coordinate with agencies to ensure proper implementation and modification, as needed.
6. Work with collaborating agencies to address any parent, teacher, student, or other program participantconcerns that may arise.
7. Collaborate with Oxnard City Recreation and Community Services Project Manager annually to monitoroverall program progress and achievement of goals.

Additionally, HESD will provide one on-site After School Program Site Coordinator/Academic Liaison who will be responsible for the daily operation of the ASES Program as follows:

1. Coordinate with OCC Activity Leader to order supplies and materials for enrichment activities each month.
2. Recruit and enroll eligible program participants from each site.
3. Maintain after-school records regarding enrollment, waivers, emergency cards, permission slips, etc...
4. Work with teachers to communicate student needs.
5. Arrange substitutes for academic classes, as needed.
6. Serve as liaison between After School Program and regular day staff.
7. Work with teachers, parents and students to ensure appropriate placement.
8. Coordinate with ASES staff to provide arrival/intake and snack services.
9. Monitor implementation of weekly schedule for program in coordination with the OCC Activity Leader and site administrator.
10. Meet with Site/District administration on a monthly basis to ensure the meeting of program goals.
11. Appropriately address any issues of concern raised by parents, students, teachers, or other program participants at the site by working with the ASES and regular day staff and the principal.
12. Represent their program at monthly District-level After School Site Coordinator meetings.

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This agreement shall begin on July 1, 2021 and continue to be implemented until June 30, 2024. Either party may negotiate the terms of this agreement by calling a meeting to redefine the terms. Ongoing review of this agreement will be the responsibility of both parties. Either party can initiate release of this agreement with a 30-day notice. Funding for the ASES Program is contingent upon state funding.

For City of Oxnard:

John C. Zaragoza
Mayor

Date

ATTEST:

Rose Chaparro
City Clerk

Date

APPROVED AS TO FORM:

Stephen M. Fisher
City Attorney

Date

For Hueneme Elementary School District:

Dr. Christine Walker
Superintendent

Date

After School Education & Safety



Community Services Committee – June 8, 2021

City Council – June 29, 2021

By: Terrel Harrison, Cultural & Community Services Director

Overview

- Serving over 1,000 Oxnard students
- Employing over 70 individuals between the ages 18-25
- Over 100 Hours of Ongoing Professional Staff Development Training provided by School Districts
- Hours of Operation 1:30 p.m. - 6:00 p.m.
- Over 1,000 Volunteer Hours
- Through special events and programs the afterschool program comes in contact with 1,500-2,000 parents and other family members.



Educational and Literacy Element

- Homework Assistance
- English Language Development
- Math Fluency
- Reading Fluency/High Frequency Words



Enrichment Opportunities



- Visual and Performing Arts
- Music
- Physical Activity/Recreation
- Health/Nutrition/Cooking
- Science & Technology
- Community Service-
Learning Opportunities

Community Involvement and Service Learning

- Coastal Cleanup
- Community Roots Garden
- Downtown Christmas Parade
- Young Authors Fair
- Kiwanis Track Meet
- June Jamboree



Funding

In 2002 California voters passed Proposition 49 which funds the After School Education and Safety (ASES) Grant



- State of California grants funds to school districts that collaborate with community partners to provide safe and educationally enriching alternatives for children and youths during non-school hours.
- School districts, as grantees are responsible for creating, reviewing, and updating the program plan every three years as well as tracking its outcomes.
- After School Education & Safety (ASES) Grant
 - Through this partnership we receive a 3-year agreement valued at \$3,159,896



HUENEME ELEMENTARY
SCHOOL DISTRICT

TOGETHER, EVERY DAY



QUESTIONS?



CITY COUNCIL AGENDA REPORT

REPORTS AGENDA ITEM NO. D.3

DATE: June 8, 2021

TO: Community Services, Public Safety, Housing & Development Committee

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7868, vyto.adomaitis@oxnard.org

SUBJECT: Oxnard Permit Simplicity Act Implementation Report. (0/15/10)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee receive a report and provide input on the implementation of the Oxnard Permit Simplicity Act.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/YzDMIYQ_5HA

BACKGROUND

On November 3, 2020, voters approved Measure F, the "Oxnard Permit Simplicity Act" which specifies an optional permit processing pathway for applicants meeting certain qualifications. The details of this measure are now codified as Chapter 26 of the Oxnard City Code via Ordinance No. 2991 (Attachment 1). This report summarizes the Permit Simplicity Certified Program ("Program") implementation timeline and identifies the Community Development Department's approach to use existing staff and consulting resources to develop and staff the program. Once the program is implemented and the level of public participation can be assessed a staffing and resource plan will be developed.

Oxnard City Code (OCC) Chapter 26 outlines a detailed process for the Permit Simplicity Certified Program including project applicant qualifications, training, the application submittal process, and auditing. In order for the process to be utilized, specific types of licensed applicants such as licensed architects and civil engineers will need to complete a training program facilitated by City staff. This training program, entitled Permit Simplicity Training, would include information regarding the program, the process for examining plans for compliance with the City's building codes and other applicable laws pertaining to public health and safety, and the administrative aspects of permit processing for which the professional will be responsible when certifying plans. In an attempt to allow for the implementation of the Permit Simplicity Training during the Covid-19 pandemic, staff will make the training available online with a socially distanced final exam to be administered by department staff.

Once a qualified applicant passes the Permit Simplicity Training, they are certified as a Permit Simplicity Certified Professional and are eligible to submit permit applications through the Permit Simplicity Certified Program (the "Program"). When a Permit Simplicity Certified Professional submits an application for the Program, the City Building Official is to verify that all necessary items have been submitted and all necessary pre-approvals have been obtained. If the application meets all of the Program requirements, then the Building Official is to accept the project into the Program, notify the applicant and their Permit Simplicity Certified Professional, and issue the permit within one business day.

Conversely, if the Building Official determines that the plans require minor corrections to bring the plans into compliance with City building codes and other applicable laws pertaining to public health and safety, then the Building Official is to

notify the applicant and their Permit Simplicity Certified Professional of this within one business day.

If the Building Official determines that the program requirements have not been met, then the application shall be rejected and the applicant and the Permit Simplicity Certified Professional will be notified within one business day. Projects rejected from the program can be processed through the City's standard permit application process or the applicant can appeal the denial to a Building Board of Appeals.

The Oxnard Permit Simplicity Act includes procedures for auditing plans that have been submitted into the program. If issues are discovered during the audit, then the Permit Simplicity Certified Professional can be issued a warning and eventually suspended from the program or permanently removed. Adverse audit results, suspensions, or revocations are subject to appeal to a Building Board of Appeals and the City Council.

DISCUSSION

The Community Development Department is currently working on a series of documents and other steps necessary to implement the program. Among these items are the Permit Simplicity Training program, a comprehensive Program Guide, a Quick Reference Fact Sheet, the Permit Simplicity Application, certification statements, hold harmless letters, auditing & appeals procedures, and other items stipulated by the Oxnard Permit Simplicity Act. Additionally, staff is preparing for public outreach and developing internal procedures for Permit Simplicity Certified Program project tracking.

As per Oxnard City Code, Permit Simplicity Training must be offered twice per year. The first training session proposed to be conducted in mid-July 2021. Outreach efforts will be conducted prior to each training session in addition to posting the information on the City's website.

The proposed timeline to implement the Oxnard Permit Simplicity Act is as follows:

June	Outreach efforts.
June 8	Council Committee input on the Program Implementation.
June 9 -30	Potential modifications to the Program Implementation.
Week of July 12	Program Training registrations.
Week of July 19	Program Training & final exams.
July 19	Project submittal appointments accepted.
November/ December 2021	Training registrations accepted.
Yearly	A minimum of 2 Training sessions per year moving forward.
2022	Program Update to the Council Committee. Analyze program and associated staffing and funding needs.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the five strategic priorities adopted by City Council on March 16, 2021.

FINANCIAL IMPACT

The implementation of the Oxnard Permit Simplicity Act may require additional staff resources to manage and maintain the Program, however the level of additional staffing needs or consulting service cannot be determined at this time. The level of participation in this voluntary program is the key factor to the staffing and funding needs. It is recommended that

the Program be implemented utilizing existing staff resources and funding levels until further evaluation can take place once the program is underway. The staff time to prepare the initial implementation of the program is being done by existing Community Development, City Attorney, and City Manager's Office staff. Additional staffing resource needs will be evaluated as the program progresses over the next year. Funding for additional staff or consulting service will be sought in future budget requests.

Cost recovery for facilitating the Permit Simplicity Training is allowed for by the Oxnard Permit Simplicity Act, not to exceed the City's administrative costs. The costs for facilitating the training will be charged based on currently adopted hourly staff rates, and are anticipated to range from \$150 to \$250 per applicant. No other new cost recovery is afforded by the Act, either for program development or ongoing operation of the program, but the currently adopted plan check and permit processing fees will be applicable to Permit Simplicity Act projects in a similar manner to other projects submitted to the City. Cost recovery for appeals to a Building Board of Appeals or City Council will be based upon existing adopted fees for similar appeals which are currently set at \$214.83 and \$1,921.50 respectively.

COMMITTEE OUTCOME

Prepared by: Jeff Pengilley, Assistant Community Development Director

ATTACHMENTS

1. Ordinance No. 2991
2. Building Design Authority Fact Sheet
3. Measure F Update Presentation 06.08.21

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 12/8/2020
Stephen M. Fischer, City Attorney

BUILDING DESIGN AUTHORITY

Board for Professional Engineers and Land Surveyors ♦ 2535 Capitol Oaks Drive, Suite 300 ♦ Sacramento, CA 95833 ♦ 1-866-780-5370
www.bpelsg.ca.gov ♦ BPELSG.Enforcement.Information@dca.ca.gov

STRUCTURAL ENGINEERS may design any building of any type.

CIVIL ENGINEERS may design any building of any type EXCEPT public schools and hospitals.

ARCHITECTS may design any building of any type EXCEPT the structural portion of a hospital.

UNLICENSED INDIVIDUALS may design only the following types of buildings:

Single-family dwellings of not more than two stories and basement in height.

Multiple dwellings containing not more than four dwelling units of woodframe construction of not more than two stories and basement in height and no more than four dwelling units per lot.

Garages or other structures appurtenant to the dwellings described above of woodframe construction not more than two stories and basement in height.

NOTE: If any portion of the structures described above does not meet the conventional woodframe requirements described in Title 24 of the California Code of Regulations or in the building codes of the local jurisdiction, then the building official having jurisdiction shall require the plans, calculations, and specifications for that portion of the structure to be prepared and signed and sealed by a licensed engineer or a licensed architect.

Agricultural and ranch buildings of wood frame construction, unless the building official having jurisdiction determines that an undue risk to the public health, safety, or welfare is involved.

Store fronts, interior alterations or additions, fixtures, cabinetwork, furniture, or other appliances or equipment, including any work necessary to install these items, or any alterations or additions to any building necessary to install these items, as long as the alterations do not affect the structural safety of the building.

Applicable Statutes:

Business and Professions Code sections 5500.1, 5537, 5537.1, 5537.5, 6731, 6736, 6737, and 6737.1.

Education Code section 17302

Health and Safety Code section 129805

Architects are licensed by the California Architects Board. Any questions regarding architects, the practice of architecture, or the Architects Practice Act (Business and Professions Code section 5500, et seq.) should be directed to the California Architects Board at 2420 Del Paso Road, Suite 105, Sacramento, CA, 95834; (916) 574-7220; <http://www.cab.ca.gov>; cab@dca.ca.gov.

The design and construction of public schools is regulated by the Division of the State Architect (DSA). Any questions regarding Education Code section 17302 should be directed to DSA at 1102 Q Street, Suite 5100, Sacramento, CA, 95811; (916) 445-8100; <http://www.dsa.ca.gov>.

The design and construction of hospitals is regulated by the Office of Statewide Health Planning and Development (OSHPD). Any questions regarding Health and Safety Code section 129805 should be directed to OSHPD at 2020 West El Camino Avenue, Suite 800, Sacramento, CA, 95833; (916) 326-3600; <http://www.oshpd.ca.gov>.

Oxnard Permit Simplicity Act Implementation Report

Jeff Pengilley, Assistant Director
Vyto Adomaitis, Community Development Director
Community Development Department

June 8, 2021
Community Services, Public Safety, Housing & Development Committee



Oxnard Permit Simplicity Act

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- Measure F was approved by voters Nov. 3, 2020 and Codified as Chapter 26 of the Oxnard City Code as the “Oxnard Permit Simplicity Act” (the “Act”)
- Creates a “self-certification” permit streamlining program entitled the “Permit Simplicity Certified Program” (the “Program”)
- Project applicants must be pre-qualified and receive Permit Simplicity Training facilitated by City staff.
- Pre-qualification includes State Licensure or as an Architect, Engineer, Contractor, etc. and certification by an outside organization.
- Project applicants must show evidence of \$1,000,000 of professional liability insurance, to be held for 5 years after the project is completed.

- State laws will govern who can prepare specific types of plans based on the type of license they hold.

Example: A landscape architect cannot prepare plans for a multistory apartment building. See Building Design Authority fact sheet attached to this agenda item.

- Applicant must provide a Structural Peer Review for projects requiring a civil engineer.
- Pre-approvals will be required prior to a Project being accepted into the Program. These may include:
 - Planning Permits/Entitlements
 - Approved Civil Infrastructure & Grading plans
 - Approval from Fire Dept. and any other necessary City Departments and outside agencies.

Oxnard Permit Simplicity Program

- Projects not accepted into the Program for failure to comply with the requirements of the Program may appeal to a Building Board of Appeals.
- Adverse audit results, suspensions, or revocations may be appealed to a Building Board of Appeals and then to the City Council.

- Projects will be selected for Audit after the permit has been issued. All projects are subject to Audit as per the Act.
- The Permit Simplicity Act mandates Audits for:
 - The first 4 projects from any applicant.
 - Any project > 100,000 square feet.
 - Random sample (10-20%).
 - Other less common scenarios as per the Act.

- Adverse Audit results or code violations discovered by field inspectors will result in plan revisions and possible work stoppage, depending on the issues discovered.
- Project applicants who fail multiple Audits, or fail to address field corrections in a timely manner may be subject to suspension or revocation from the Program.

Program development includes:

- Outreach
- A comprehensive Program Guide
- A Quick Reference Facts Sheet
- Permit Simplicity Training Program
- Submittal Checklist
- Audit and Appeals Procedures
- Hold Harmless letters & Certification Statements
- Creation of a Building Board of Appeals

All program information will be posted to the City Website.

Proposed Implementation Timeline

June	Outreach efforts
June 8	Council Committee input on the Program Implementation
June 9-30	Potential modifications to the Program Implementation
Week of July 12	Program Training registrations
Week of July 19	Program Training & final exams
July 19	Project submittal appointments accepted
Nov./Dec. 2021	Training registrations accepted
Yearly	A minimum of 2 Training sessions per year moving forward
2022	Program Update to the Council Committee Analyze program and associated staffing & funding needs

- Cost Recovery is limited to the staff time to facilitate the Permit Simplicity Training. The estimated fee is anticipated to range from \$150-\$250 per Applicant based on currently adopted hourly staff rates.
- Appeals Fees will be based on existing adopted fees for similar appeals, currently set at \$214.83 for appeals to the Building Board of Appeals and \$1,921.50 for appeals to the City Council.

- Existing City staff have absorbed the workload to develop the program.
- Staffing needs are proposed to be assessed after the implementation of the Permit Simplicity Act.
- The level of public participation will determine staff time and resource needs.
 - Additional staffing resources may be sought in future budget requests.

That the Community Services, Public Safety, Housing & Development Committee receive a report and provide input on the implementation of the Oxnard Permit Simplicity Act.



Discussion