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.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Council Chambers, 305 West Third Street
November 22, 2022
Regular Meeting - 6:45 to 8:15 PM

Zoom details to call-in for public comment during a meeting:

1. **Dial Phone Number: (888) 475-4499**
2. **Enter Meeting ID: 869 5340 9768**
3. **Passcode: 261858**

If you wish to speak during public comments or a particular item on the agenda, please sign-on by following the zoom calling in steps listed above. Once the presiding officer calls for public speakers, press *9 to raise your hand to inform the City Clerk you would like to speak during the public speaking section for that particular item on the agenda, while in the zoom waiting room.

IN ACCORDANCE WITH ASSEMBLY BILL 361 AND IN RESPONSE TO THE DECLARED STATE AND LOCAL EMERGENCIES DUE TO THE NOVEL CORONAVIRUS, THE LEGISLATIVE BODY WILL MEET IN-PERSON AND REMOTELY. TO PARTICIPATE REMOTELY VISIT **WWW.OXNARD.ORG**.

To find out how you may provide public comment, please refer to the instructions below or at **www.https://www.oxnard.org/city-meetings/**.

The public may view the meeting from home on Spectrum channel 10, Frontier channel 35, or YouTube at Youtube.com/oxnardnews. Video recordings of the meeting are typically available online following the meeting at the City's website at www.oxnard.org/city-meetings.

*Please see the link for the Measure M pre-recorded presentation video for each item listed on this agenda.

YOU MAY PARTICIPATE IN THE MEETING IN THE FOLLOWING WAYS:

1. ATTEND THE MEETING AT THE LOCATION LISTED ABOVE: Submit a speaker card to the City Clerk.

2. EMAIL COMMENTS OR SIGN UP TO SPEAK REMOTELY BEFORE THE MEETING

   a. Submit a request to speak remotely by no later than 3 p.m. on the day of the meeting by using the form available at **www.oxnard.org/citymeetings**.
   b. Submit an email to **cityclerk@oxnard.org** no later than 3 p.m. on the day of the meeting (indicate the agenda item number in the subject line). All email correspondence will be forwarded to the legislative body prior to the start of the meeting and made part of the legislative record.
   c. Contact the City Clerk's Office at (805) 385-7803 to submit your request.

3. PROVIDING PUBLIC COMMENTS REMOTELY DURING THE MEETING

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 include: (Minutes for Presentation + Council Discussion + Public Comment)

a. To provide public comment during the meeting dial (888) 475-4499 and enter the Meeting ID and Passcode listed above as the Zoom details for this meeting. When the presiding officer announces the particular item on the agenda you want to speak on, press *9 to raise your hand while in the zoom waiting room. Once called on, press *6 to unmute your phone.
b. Public comments on agenda items will be taken following the announcement of the item. After the item is announced, members of the public may register or otherwise be recognized for the purpose of providing public comment.

Please review the Zoom instructions on the registration page to help ensure there are no technical difficulties during your comments and help you understand public comment procedures using Zoom. Detailed participation instructions can be found at www.oxnard.org/city-meetings.

In the event of a disruption which prevents a legislative body of the City of Oxnard from broadcasting a meeting using a call-in option or internet-based service option, or in the event of a disruption within the City's control which prevents members of the public from offering public comment using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on a meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. However, if any of the broadcast options are disrupted, but any of the other broadcast options is still available to the public, the legislative body may take further action on items appearing on a meeting agenda without waiting for the disrupted broadcast option(s) to be restored.

* The City has filed pre-election and post-election lawsuits regarding the validity of Measure M.

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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. After 30 minutes, if all speakers have not 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

1. City Clerk Department
SUBJECT: Approval of Minutes.
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the October 25, 2022 regular meeting as presented.
Contact: Rose Chaparro, (805) 385-7805

D. REPORTS

1. Police Department
SUBJECT: Phoenix Group Information Systems Agreement (A-8504). (10 minutes)
RECOMMENDATION: That the Community Services, Public Safety, and Housing & Development Committee recommend that the City Council approve and authorize the execution of an agreement with Phoenix Group Information Services ("Phoenix Group"), for the next three (3) years, with a total agreement amount not to exceed $810,000, for parking citation processing, administrative citation processing, and alarm management services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Al6SGthumJc

Contact: Jason Benites, (805) 385-7624

2. Housing Department
SUBJECT: Revisions to the City of Oxnard Inclusionary Housing Ordinance. (15 minutes)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Community Development Committee direct staff on seven individual policy questions, described in the report, related to potential revisions to the City of Oxnard inclusionary housing ordinance.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/P_Dd31fW3jE
Contact: Emilio Ramirez, (805) 385-8094

3. Community Development Department
SUBJECT: Ordinance to Regulate Expanded Polystyrene. (15 minutes)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee ("Committee") recommend Council approval of the EPS Ordinance to regulate the use and distribution of EPS food containers and products.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/iW_IWjtU1qc
Contact: Ashley Golden, (805) 385-7478

4. Fire Department
SUBJECT: Award of Agreement for Fire Department Annual Wellness Exams. (15 Minutes)
RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend City Council approve the Mayor to sign an agreement with a vendor to provide annual wellness exams for the Fire Department at the completion of the evaluation or proposals that are currently underway.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/csA8uytkdXU
Contact: Alexander Hamilton, (805) 385-7700

E. ITEMS FOR FUTURE AGENDAS

F. ADJOURNMENT

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

CONSENT AGENDA
AGENDA ITEM NO. C.1

DATE: November 22, 2022

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

FROM: Rose Chaparro, City Clerk, (805) 385-7805, rose.chaparro@oxnard.org

SUBJECT: Approval of Minutes.

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the October 25, 2022 regular meeting as presented.

BACKGROUND

Approval of Minutes.

STRATEGIC PRIORITIES

This agenda item is a routine operational item.

FINANCIAL IMPACT

There is no financial impact.

Prepared by: Rose Chaparro, City Clerk

ATTACHMENTS

1. MINUTES 10 25 2022 Community Services, Public Safety, Housing & Development

MINUTES
OXNARD CITY COUNCIL
COMMUNITY SERVICES, PUBLIC SAFETY,
HOUSING & DEVELOPMENT COMMITTEE
Regular Meeting
October 25, 2022

A. ROLL CALL, POSTING OF AGENDA, FLAG SALUTE

At 6:45 p.m., Chair Bryan A. MacDonald called to order the regular meeting of the Oxnard City Council Community Services, Public Safety, Housing and 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 Bryan MacDonald, Member Oscar Madrigal, and Member John C. Zaragoza were present in person.

Staff members Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager Jason Zaragoza, Deputy City Attorney; Michael Wolfe, Public Works Director; Steve Howlett, Assistant Public Works Director; Emilio Ramirez, Housing Director; Albert Ramirez, Assistant Housing Director; Terrel Harrison, Cultural & Community Services Director; Samantha Shapiro, Project Manager; Dee Lai, Assistant City Clerk and Rose Chaparro, City Clerk were present in person.

B. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA (None received.)

C. CONSENT AGENDA

1. City Clerk Department
   SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee approve the minutes of the October 11, 2022 regular meeting as presented.

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

D. REPORTS

1. City Manager Department
   SUBJECT: Determination of Future Uses of Sports Park & College Park. (15 minutes)
   RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend that the City Council, based on the Parks and Recreation Master Plan and outcomes of Sports Park Idea Day, designate the future use at Sports Park to be a baseball/softball complex and designate the future use at College Park be a soccer complex.

Alexander Nguyen, City Manager; Ashley Golden, Assistant City Manager; and Samantha Shapiro, Project Manager presented and answered the Committee's questions. Public comments were received from Michael Gleason, Claudia Puga, Juan Aragon, Angela Whitecomb, Miguel Fernandez, John Cardenas, Wendi Cool, and Ciara O'Donnell. Written comments were received and provided to Council. Discussion ensued among the Committee and staff.

A motion was made by the Community Services, Public Safety, Housing & Development Committee to forward this item without a recommendation to the full Council for review and consideration.

DRAFT

It was moved by Member Madrigal, seconded by Member Zaragoza, to approve the recommended action as presented. VOTE: Madrigal and Zaragoza voted in favor; MacDonald voted against; the motion carried 2-1.

2. Housing Department

SUBJECT: Oxnard Housing Authority's purchase of two multi-family residential properties, for one dollar, located at 2051 Mariposa Street and 1250 Azalea Street from the City of Oxnard. (15 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development Committee recommend:

1. That the City Council:

   i. Adopt a resolution authorizing the City Manager or designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Housing Authority of the City of Oxnard for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
   ii. Authorize the transfer of $183,720.32 from Fund 219 to the Housing Authority of the City of Oxnard; and
   iii. Authorize the transfer of $116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) to the Housing Authority of the City of Oxnard

2. That the Board of Commissioners of the Housing Authority of the City of Oxnard:

   i. Adopt a resolution approving and authorizing its Executive Director or designee to execute and take all needed actions in consultation with Authority's General Counsel relative to entering into a Purchase and Sale Agreement and a Regulatory Agreement and a Declaration of Restrictive Covenants by and between the City of Oxnard and the Oxnard Housing Authority for the sale of two multi-family residential properties located at 2051 Mariposa Street and 1250 Azalea Street;
   ii. Accept the transfer of $183,720.32 from Fund 219 from the City of Oxnard; and
   iii. Accept the transfer of $116,279.68 from the Inclusionary In-Lieu Fund (Fund Number 371) from the City of Oxnard.

Emilio Ramirez, Housing Director, presented and answered the Committee's questions. There were no public comments. Discussion ensued among the Committee and staff.

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

3. Housing Department

SUBJECT: Pleasant Valley Window Replacement Project for Public Housing Units located at Squires Drive and Tervino Terrace. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Development

Committee recommend that the Board of Commissioners of the Housing Authority of the City of Oxnard:

Approve and authorize the Chairman to execute a firm-fixed price contract in the amount of $1,017,512.98 with Newton Construction & Management (Agreement number A-8498) using funds appropriated from the 2022 Capital Fund grant to replace windows at the Pleasant Valley Village public housing site.

Emilio Ramirez, Housing Director, presented and answered the Committee's questions. There were no public comments. Discussion ensued among the Committee and staff.

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

4. Housing Department

SUBJECT: Loan Agreement between the City of Oxnard and the Oxnard Housing Authority for the Acquisition of Oxnard Community Development Commission Successor Agency-owned property for the future development of affordable housing in the Meta Street area. (10 minutes)

RECOMMENDATION: That the Community Services, Public Safety, Housing & Community Development Committee recommend that:

1. The City Council adopt a resolution approving and authorizing the City Manager or Designee to execute and take all needed actions in consultation with the City Attorney relative to entering into a Loan Agreement with Oxnard Housing Authority for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto;

2. The Board of Commissioners adopt a resolution approving and authorizing the Housing Director to take all needed actions in consultation with general counsel relative to entering into a Loan Agreement with the City of Oxnard for the acquisition of property designated as Assessor Parcel Numbers 201-0-213-130 and 140 and 201-0-272-020 and 030 located in the City of Oxnard and other matters pertaining thereto; and

3. The City Council approve a budget appropriation of $212,740 from the Affordable Housing In-Lieu Fund.

Emilio Ramirez, Housing Director, presented and answered the Committee's questions. There were no public comments. Discussion ensued among the Committee and staff.

It was moved by Member Zaragoza, seconded by Chair MacDonald, to approve the recommended action as presented. VOTE: MacDonald, Madrigal, and Zaragoza 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 8:01 p.m.

ROSE CHAPARRO
City Clerk

BRYAN A. MACDONALD
Chair

CITY OF OXNARD CALIFORNIA

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

REPORTS
AGENDA ITEM NO. D.1

DATE: November 22, 2022

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

FROM: Jason Benites, Police Chief, (805) 385-7624, jason.benites@oxnardpd.org

SUBJECT: Phoenix Group Information Systems Agreement (A-8504). (10 minutes)

RECOMMENDATION

That the Community Services, Public Safety, and Housing & Development Committee recommend that the City Council approve and authorize the execution of an agreement with Phoenix Group Information Services ("Phoenix Group"), for the next three (3) years, with a total agreement amount not to exceed $810,000, for parking citation processing, administrative citation processing, and alarm management services.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/Al6SGthumJc

BACKGROUND

The purpose of this agreement is to expand the scope of services with Phoenix Group to process parking citations, administrative citations, and manage false alarm billings. Phoenix Group has been performing citation processing duties for over 30 years. They provide services to over 240 agencies and public entities in California. Some of the California cities currently contracting with Phoenix Group include Arcadia, Del Mar, Irvine, and Westminster.

The Police Department conducts parking enforcement throughout the City, and issues parking citations for various violations of the Oxnard City Code and the California Vehicle Code. When fully staffed, Police Department employees issue about 35,000 parking citations each year. With the adoption of the Police Alarm Ordinance in 2019, the gross billing for false alarm responses has exceeded over $1,300,000.

Phoenix Group was selected through a Request for Proposal (RFP) process. There were four vendors who responded to the RFP. A committee was organized to review the proposals on the following criteria: services offered, detail and thoroughness of proposal, cost comparison, customer service, customer satisfaction, compliance with current state laws and regulations. Based on the reviewed criteria, the committee selected the Phoenix Group. The Phoenix Group currently processes the Department's parking citations and administrative citations. The new agreement will incorporate false alarm management and billing. The Phoenix Group utilizes their proprietary software, *False Alarm Management Solution* ("FAMS"), to greatly increase the accuracy of the call data to help reduce the number of calls for service to false alarm calls. This, in turn, will keep officers available to handle emergencies and other calls for service.

STRATEGIC PRIORITIES

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

The $810,000 value of the agreement with Phoenix Group is approximately $270,000 annually. There is sufficient funding in the current FY 2022-2023 operating budget for the cost of six months (January-June 2022) in the General Fund Police budget (Patrol 1012111-53200 for $105,500 and Animal Safety 1012113-53200 for $17,500) and General Fund Code Compliance (1014103-53200 for $12,000). Future years' funding will be included in the recommended budget for each fiscal year.

Prepared by: Delia Campbell, Police Finance Manager

ATTACHMENTS

1. A-8504 Phoenix Group
2. Phoenix Agreement 2022 Presentation PP

AGREEMENT FOR PROFESSIONAL SERVICES
COVER PAGE

(1) Agreement Start Date: January 1, 2023

(2) Consultant: Phoenix Group Information Systems

(3) Services: Parking Processing, Civil Citation Processing and Alarm Management Services

(4) Schedule of Services:

- "See Schedule of Services Exhibit, which is attached hereto and incorporated herein,"

(5) Agreement Ending Date: December 31, 2025, with two (2) additional one (1) year option to renew.

(6) Total Agreement Amount: $810,000

(7) City's Project Manager: Jose Diaz

(8) Consultant's Project Manager: Robert T. Murphy

(9) Insurance Coverage: INS-A

(10) Addresses for Notice:

FOR CONSULTANT:	*FOR CITY:*
2677 North Main Street #440	251 South C Street
Santa Ana, CA 92705	Oxnard, CA 93030
Attn: Robert T. Murphy, President	Attn: Jose Diaz, Police Sergeant
CONSULTANT'S PROJECT MANAGER EMAIL:	*CITY'S PROJECT MANAGER : EMAIL:*
BOBM@phxgis.com	**Jose.diaz@oxnardpd.org**

The Agreement for Professional Services is attached hereto and incorporated herein by this reference. The following exhibits are also attached hereto and incorporated herein by this reference into the Agreement:

- ☐ Scope of Services Exhibit
- ☐ Rates and Costs Exhibit
- ☐ Insurance Exhibit (INS-)

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into in Ventura County, California, on the date that is written as "(1) Agreement Start Date" on the Cover Page, which is attached hereto and incorporated herein by this reference. This Agreement is entered by and between the City of Oxnard ("City") and the person or entity listed as "(2) Consultant" on the Cover Page, subject to the following terms and conditions:

1. Scope of Services. Consultant shall provide to City the services listed as "(3) Services" on the Cover Page (the "Services"). Consultant shall provide the Services during the term of this Agreement, as set forth below, according to the schedule written as "(4) Schedule of Services" on the Cover Page, and as further explained in the Scope of Services Exhibit, which is attached hereto and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and any incorporated document(s), the terms of this Agreement shall control.

2. Standard of Performance. Consultant shall undertake and complete the Services to conclusion using the standard of care, skill and diligence normally provided by a professional person in the performance of similar consulting services.

3. Correction of Errors. Consultant shall correct, at its expense, all errors which may be disclosed during review of the Services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

4. Term. This Agreement shall begin on the date that is written as "(1) Agreement Start Date" on the Cover Page and shall end on the date that is written as "(5) Agreement Ending Date" on the Cover Page. Time is of the essence in this Agreement.

5. Compensation. For the Services performed during the term of this Agreement, City shall pay Consultant an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in Rates and Costs Exhibit shall be in effect through the end of this Agreement. Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing the Services.

6. Invoices. Consultant shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement. Invoices may be emailed to: invoices@oxnard.org.

7. Acceptance of Payment. Consultant's acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to the Services. City's payment shall not constitute nor be deemed a release of the responsibility and liability of Consultant for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant and its employees, agents and subcontractors. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

8. Non-Appropriation of Funds. Payments to be made to Consultant by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager and Department Director. Consultant hereby designates the person in the position listed in "(8) Consultant's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Consultant.

10. Personnel. Consultant represents that it has, or shall secure at its own expense, all personnel required to perform the Services. Any person who performs engineering services pursuant to this Agreement shall be licensed as a Civil Engineer by the State of California and in good standing. Consultant shall make reasonable efforts to maintain the continuity of Consultant's staff who are assigned to perform the Services. Consultant may associate with or employ associates or subcontractors in the performance of the Services, but at all times shall Vendor be responsible for its associates and subcontractors' labor, advice or materials provided in furtherance of providing the Services. Should any of Consultant's employees, assigns or subcontractors not conduct him- or herself appropriately, as determined by the City's Project Manager, in the process of providing the Services or any portion thereof, the City's Project Manager may notify the Consultant's Project Manager, who shall immediately handle the problem, as determined appropriate by him or her, such that the problem does not persist.

11. Additional Work. City may request additional specified work under this Agreement. The City's Project Manager must authorize all such work in writing before commencement. Consultant shall perform such work, and City shall pay for such additional work, in accordance with Rates and Costs Exhibit. Should the work not fall under any such listed rate or cost, Consultant shall submit a quote for all additional work, which the City's Project Manager must approve in writing by before any such work may commence. The City shall compensate Consultant for any work that does not fall under a rate or cost listed in the Rates and Costs Exhibit, and for which Consultant did not obtain the City's Project Manager's written approval before work commenced, as determined by the City's Project Manager in his or her sole discretion.

12. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials used by Consultant in preparing its billings to City as a condition precedent to any payment to Consultant. Consultant will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Consultant for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Consultant shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement. Consultant shall include a copy of this Section 12 in all contracts with its subcontractors, and Consultant shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

13. Termination. City may terminate this Agreement at any time, with or without cause and without penalty, upon 15 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice. Consultant may terminate this Agreement at any time, with or without cause and without penalty, upon 30 days prior written notice. Such termination shall be effective on the date specified in the notice, or if no date is specified, then 10 calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed before the date of termination. In the event of termination of this Agreement by either party due to no fault or failure of performance by Consultant, City shall pay Consultant compensation for all Services satisfactorily completed in accordance with all of the terms and provisions of this Agreement, as determined by the City, before the effective date of termination; provided, in no event shall the Consultant receive an amount exceeding that which would have been paid to Consultant for the full performance of the Services.

14. Hold Harmless, Defense and Indemnity.

If Consultant provides any architectural, landscape architectural, engineering or land surveying ("design professional") services, to the maximum extent permitted by law, Consultant shall hold harmless, defend, and indemnify City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (collectively, "Indemnitees") from and against any and all claims, demands, causes of action, damages,

injuries, liabilities, losses, penalties, fines, judgments, costs or expenses, including reimbursement of attorneys' fees, court costs and costs of alternative dispute resolution, including but not limited to those relating to death or injury to any person and injury to any property (collectively, "Claims"), to the extent that the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or of any of its officers, employees, subcontractors or agents in the performance of the Agreement or in the failure to comply with any of the obligations contained in this Agreement. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, to the extent required herein immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

If Consultant provides no design professional services, to the maximum extent permitted by law, Consultant shall hold harmless, defend and indemnify the Indemnitees from and against any and all Claims, which arise out of, pertain to, or relate to the performance of this Agreement, or the failure to comply with any of the obligations contained in this Agreement, by Consultant or of any of its officials, directors, officers, employees, subcontractors, or agents. Consultant's obligation to defend is a separate and distinct obligation from Consultant's duty to indemnify and applies through final judgment, including exhaustion of any appeals. Consultant shall be obligated to defend Indemnitees in all legal, equitable, administrative, or special proceedings, with counsel approved by the City Attorney, immediately upon tender to Consultant of the Claim in any form or at any stage of an action or proceeding. The defense obligation includes the obligation to provide independent defense counsel if Consultant asserts that the liability is caused in whole or in part by the negligence or willful misconduct of any of the Indemnitees.

a. The review, acceptance or approval of Consultant's work or work product by any of the Indemnitees shall not affect, relieve or reduce Consultant's indemnification or defense obligations. This Section 14 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 14 shall not be restricted by and does not affect the provisions of this Agreement relating to insurance.

15. Insurance. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages listed within the insurance document stated in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit, which is attached hereto and incorporated herein by this reference, unless the City's Risk Manager waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages. Consultant shall, before performance of any Services, file with the City's Risk Manager evidence of insurance coverage as specified in "(9) Insurance Coverage" on the Cover Page and in the Insurance Exhibit. Maintenance of insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide renewal evidence, and any lapse in insurance coverage, may be considered a material breach of this Agreement.

16. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Consultant pursuant to this Agreement ("Documents and Materials") shall be the City's property without restriction or limitation upon its use, duplication or dissemination. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Consultant hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 16.

b. Consultant shall deliver all Documents and Materials to City's Project Manager upon completion of the Services or termination of this Agreement without additional cost or expense to the City. Additionally,

anytime at City's request, City shall be entitled to possession of, and Consultant shall furnish to City's Project Manager within 10 calendar days, any or all of the Documents and Materials without additional cost or expense to the City. In both situations, if Consultant prepares Documents and Materials on a computer, Consultant shall provide City with said Documents and Materials both in a printed format and in an electronic format that is acceptable to the City. Consultant may retain copies of these Documents and Materials but must request permission from the City before use, duplication or dissemination of these Documents and Materials for any purpose other than for the Services provided to the City pursuant to this Agreement.

c. Any substantive modification of the Documents and Materials by City staff or any use of the completed Documents and Materials for other City projects, or any use of incomplete Documents and Materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant.

d. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and the right to use, duplicate or disseminate the Documents and Materials. Consultant shall defend, indemnify and hold Indemnitees harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Documents and Materials is violating federal, state or local laws, any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Documents and Materials. In the event the use of any of the Documents and Materials by the City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its own expense, shall: secure for City the right to continue using the Documents and Materials by suspension of any injunction, or by procuring a license or licenses for City; or modify the Documents and Materials so that they become non-infringing while remaining in compliance with the requirements of this Agreement.

e. This Section 16 shall survive the termination of this Agreement.

17. Confidentiality of Information.

a. For the purposes of this Agreement, "Confidential Information" means all information, in whatever form transmitted, relating to the past, present or future business affairs of the City, including without limitation, (i) technical information, including patent, copyright, trade secret, and other proprietary information, techniques, sketches, drawings, models, inventions, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulas; or (ii) non-technical information, including without limitation finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data and any other information belonging to the City or to a third party whose information is in the City's possession or control under obligations of confidentiality, and which is disclosed to Consultant or is developed by Consultant in whole or in part at the City's expense.

b. All Documents and Materials shall be considered Confidential Information and shall not be reproduced, transmitted, disclosed or used by the Consultant without the written consent of the City, except as may be necessary for Consultant to fulfill its obligations to the City.

c. Notwithstanding the above, these limitations shall not apply to information that (i) is already known to Consultant at the time of that information's disclosure or becomes publicly known through no wrongful act or omission of Consultant, (ii) is communicated to a third party with the express written consent of City and is not subject to restrictions on further use or disclosure, (iii) is independently developed by Consultant and has no relation to this Agreement, or (iv) is required by law, court order, court-issued subpoena or other legal process to be disclosed; provided, however, that before making such disclosure, Consultant shall immediately provide City with written notice and a reasonable opportunity for City to object to the disclosure or to take action to maintain the confidentiality of the information, unless such prior disclosure is legally impermissible.

d. Consultant shall use reasonable care to protect the Confidential Information. In the event of a breach or threatened breach of this Agreement, City shall be entitled to obtain an injunction prohibiting any such breach, the costs of which shall be paid by Consultant. Any relief granted shall be in addition to and not in lieu of any other legal or equitable relief, including money damages. The parties acknowledge that Confidential Information is valuable and unique and that disclosure of the Confidential Information in breach of this Agreement may result in irreparable injury to the City.

e. Other than an obligation upon the City to deal in good faith, the City makes no warranties and shall bear no liability or responsibility for errors or omissions in any Confidential Information disclosed under this Agreement or for any business decisions made by Consultant in reliance on any Confidential Information disclosed under this Agreement.

f. This Section 17 shall survive the termination of this Agreement.

18. Independent Contractor. Consultant is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Consultant or any of its employees, except as stated in this Agreement. Consultant has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Consultant, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Consultant wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere with the Services Consultant shall perform for the City. Except as City's Project Manager specifies in writing, Consultant and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Consultant and its employees are not employees of City. Consultant and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Consultant shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Consultant under this Agreement any amount due to City from Consultant as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section 18.

19. Nondiscriminatory Employment. Consultant shall not unlawfully discriminate against any individual based on race, color, religion or religious creed, national origin, ancestry, ethnic group identification, primary language, physical disability, mental disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sex, sexual orientation, age, immigration status, citizenship or military and veteran status. Consultant understands and agrees that it is bound by and will comply with all legal nondiscrimination mandates. For every subcontractor who will perform Services, Consultant shall be responsible for such subcontractor's compliance with this Section 19.

20. Consultant's Representations. Consultant represents, covenants and guarantees that: a) Consultant is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the Services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent Consultant's full performance under this Agreement; c) to the extent required by the standard of practice, Consultant has investigated and considered the scope of Services performed, has carefully considered how the Services should be performed, and understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement.

21. Compliance with Laws. In performing the Services under this Agreement, Consultant shall comply with all applicable laws, ordinances and regulations. Before providing any Services under this Agreement, Consultant shall, at its own expense, obtain and maintain all required certificates, licenses and permits, including a City business tax certificate.

22. Conflict of Interest. If, in performing the Services set forth in this Agreement, Consultant makes, or participates in, a "governmental decision" as described in Title 2, Section 18704 of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Consultant shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Consultant's personnel providing the Services set forth in this Agreement. Furthermore, Consultant shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Consultant "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Consultant has been retained pursuant to this Agreement.

23. Fictitious Name. If Consultant has a fictitious name, Consultant shall submit to City a new Fictitious Business Name Statement approved by any California county before Consultant's prior Fictitious Business Name Statement expires if such expiration may occur during the term of this Agreement, including any term amendment.

24. Non-Assignability. This Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Consultant shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Consultant shall hold harmless, defend and indemnify Indemnitees from and against all Claims arising from or relating to any unauthorized assignment.

25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant.

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

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

28. Force Majeure. Neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include but are not be limited to acts of God, riots, acts of war, epidemics, fire, earthquakes, or other disasters.

29. Authority. Any person executing this Agreement on behalf of Consultant warrants and represents that s/he has the authority to execute this Agreement on behalf of Consultant and to bind it to the performance of these obligations.

30. Binding Agreement. The parties do not intend this Agreement to be binding upon them and shall not be held liable to its terms until it is fully executed by all required signers.

31. Integration; Amendment. This Agreement, including any other documents incorporated herein by specific reference, constitutes the entire and integrated agreement of City and Consultant regarding the subject matter described herein. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing, signed by both parties, that expressly refers to this Agreement.

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

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

34. Attorneys' Fees. The prevailing party shall be entitled to recover reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, in addition to any other relief to which that party may be entitled, in any legal action or other proceeding, including an action for declaratory relief, for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement.

35. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(10) Addresses for Notice" on the Cover Page or at such other address as one party may notify the other in writing.

36. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to Project Managers' emails listed in "(11) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date that is written as "(1) Agreement Start Date" on the Cover Page.

CITY OF OXNARD

PHOENIX GROUP INFORMATION SERVICES

☐ John C. Zaragoza, Mayor[1]	Date	Robert Murphy, President[2]	10/24/2022 Date
☐ Alexander Nguyen, City Manager			
☐ Jennifer Yates, Purchasing Manager			
☐ Patricia Garcia, Buyer		Clair Murphy, CFO	10/24/2022 Date

ATTEST:

Rose Chaparro, City Clerk (only if Mayor signs) — Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) — Date

[1] The City Council must authorize and the Mayor must sign any agreement over $200,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $200,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[2] The City requires the following for any contract:

- For a corporation, the signatures of the Board President, CEO or Vice President and of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;
- For an LLC, the signatures of at least two managers of the LLC; or
- For a partnership, the signature of a partner. If the partnership is a limited partnership, the signer must be a general partner.

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

SCOPE OF SERVICES EXHIBIT

1. Consultant shall provide the following services for the collection of fines, bails and forfeitures on City's behalf:
   a. Reconcile citation count,
   b. Import from any (if any) automated ticket writers,
   c. Determine processing ability of the citations,
   d. Identify and verify registered vehicle owners,
   e. Provide generation and mailing of notices, Monday - Friday, excluding holidays, to vehicle owners. Mailing of notices should not be more than 24 hours after generation and printing,
   f. Placement and removal of registration holds daily, process contested citation applications, coordinate with hearing agency and/or hearing officer, schedule hearing dates, notify violator, reschedule if needed, notification of outcome to violator, and all resources and letters available for viewing by the city on-line real time,
   g. Prepare custom letters are requested by the City
   h. Suspend Review and Hearing requests within 48 hours of receipt to avoid delinquent notices and provide accurate information for the City,
   i. Provide online review option,
   j. Process payments within 48 hours of receipt,
   k. Provide online payment option,
   l. Cancel or modify citations disposed of by court,
   m. Maintain current parking citation system master file,
   n. Provide quarterly operational review sessions as needed,
   o. Provide parking management consulting services within the scope of this Agreement.
   p. Provide for the collection of delinquent parking citations through Franchise Tax Board or collection agency services or both.
   q. Consultant agrees to maintain hard copies of the parking citations for a period of one year after issuance, unless returned to the City. Thereafter, the hard copy will be returned to City. Consultant agrees to have City's parking citations available on system or electronically for not less than a three-year period from date of issuance and provide City retrieval of the parking citations during this period, unless data has been returned to the City.

2. Periodic Reports

   a. Consultant shall submit reports, satisfactory to Manager, either daily or within TEN calendar days after the end of the month detailing activities relating to performance under this Agreement, including but not limited to, the following:

   (1) Monthly revenue collected for the month.
   (2) Monthly parking citations issued for the month.
   (3) Monthly status activity report.

(4) Monthly payment analysis report
(5) Daily habitual offender's report.
(6) Monthly officer performance report.
(7) Monthly status history report.
(8) Monthly disposition of all voided or dismissed tickets, by operator,
(9) Monthly disposition of all citations that have a completed review or hearing disposition,
(10) Monthly listing of any refunds pending,
(11) Daily bank deposit of ticket payments.
(12) Special reports and requested or required by Manager.
(13) Reports maintained on-line real-time for a period not less than 24 months.
(14) Ad Hoc reporting availability using the Internet and real-time data.
(15) Reports of all citations forwarded to the Franchise Tax Board and/or Collection Agency.
(16) Report of all citations paid through the Franchise Tax Board or Collection Agency.

b. Consultant shall provide all reports on-line real-time in a PDF format. Reports may be downloaded by the City to a CD, or to a local server for archiving. All reports will be available using Internet Explorer and Adobe Reader.

c. Deposit confirmations will be an exact copy of the daily deposit ticket; daily habitual reports will be generated before 7:00 a.m. with the most current data (including all payments from the day before).

3. Suspension of Processing

Consultant shall suspend the processing of a citation upon written notice by Manager. City shall provide a written list to Consultant of the individuals authorized to suspend processing of citations, or Consultant shall allow access to the database for immediate updating by the City. Consultant shall return any citations requested by Manager. Consultant shall maintain records indicating the suspension of a citation as a result of Manager's request.

4. Remote Real Time Access to System

Access to the System shall be available using the Internet and Consultant's custom program at no additional charge. Each operator must be set up with a unique log in and appropriate security. System will allow for each function and/or capability to be set up uniquely by Operator. The following functions will include:

FUNCTION	**Provides Remote User with the ability to:** (Security must be established for each operator; each function has an established security level).
1. Cite Summary (View only)	A chronological list of actions by the date completed. This is available for every citation on file.
2. Cite Facsimile	A screen display of the citation data.

(View only)	
3. Dismiss/ Void	The ability to void or dismiss a citation. The system will keep track of all entries by operator. Reason Codes and note space is also provided.
4. Extensions	The ability to set up an extended due date for the citation. Notes and comments may be saved to detail the extension.
5. Reviews	The ability to set up a review and the disposition of the review. Reason codes and note space is provided. The Letter Correspondence will also "pop-up" for input.
6. Hearings	The ability to set up a hearing and the disposition of the hearing. If a payment has been collected, this function will require that you enter the payment prior to the disposition. Note space is provided. The Letter Correspondence will also "pop-up" for input.
7. License	The ability to edit/correct a license plate. Change to the license will automatically send a request to the DMV and generate another notice.
8. Notices	Access to the Notice information as mailed, may view and print.
9. Payments	Access to view all payment data/or the citation.
10. Add Payment	This will give the ability to add a payment on line. The payment 'source' will default to "Paid At Agency". If entering a receipt paid at DMV, the operator would select "Paid at DMV".
11. Registered Owner	Access to add a 'New' name and address to the citation. The prior name and address will remain on file for reference. The new name and address will receive a notice of delinquent parking.
12.Phone Notes	All problem calls are noted in the system. When a phone note has been entered, the system will also alert the operator at the time of a payment to check for a phone note. The system screen will also display a phone "Icon" to let the operator know there has been correspondence. Phone notes may be entered by Phoenix Group and the Agency.
13.Promissory Note	This will allow you to set up a promissory plan, or payment plan. The cite will remain suspended until the reactive date. If the cite is not paid or closed by that date, the cite will automatically reopen. Note space is also provided.
14. Violation	The ability to add a second or third violation to the citation. This will also provide the ability to dismiss or void a violation already on file.
15. Letters	This will provide a listing of all letters mailed to the violator, such as NSF letter, Hearing set up, etc. The letter may be viewed remotely as well as printed.
16. Fees	Add or reduce fees. This feature will allow the customer to add or reduce fees.
17. Notices	Notices will provide the feature to view and print a previously mailed delinquent notice.
18.Search	Provides the ability to search by citation number, license number, name and/or VIN number. Also provides a list of open tickets, and a printable report suitable for the mobile.

5. Toll Free-Customer Support

Consultant will provide to the public a unique toll free (800) telephone number to Oxnard residents or out-of-town visitors, assistance with all questions and information to assist the public. The telephone system will custom-greet the caller; i.e. "Welcome to the City of Oxnard's Citation Information Line". The Consultant will provide bi-lingual (English/Spanish) operators to assist the public during the hours of 8:00 a.m. - 5:00 p.m. The telephone system will provide the option for English and Spanish.

After hours assistance will be supported with an Interactive Voice Response System. This will provide the public with agency specific information 24/7 with the following:

a. Citation inquiry by citation number or license number,
b. Payment information,
c. Payment capability using AMX, Visa, Master Card, and Discover credit cards
   - payment(s) shall immediately update to the database real-time, violator shall receive an automatic email receipt, citation database must be immediately updated with payment amount, date paid, and that payment was made by credit card. NO credit card information will be maintained on the Consultant's server to avoid credit card theft.
d. Location for payments, mailing,
e. Instructions for correctable violations,
f. Review and Hearing instructions and disposition.

6. Preliminary Collection Processing

Follow-up special processing shall be provided by Consultant on all delinquent citations which have been processed in accordance with this Agreement which remain unpaid 90 days after the issue date.

7. Collection and Deposit of Funds

a. Consultant shall collect and deposit all moneys received for the payment of parking and administrative citation fines, bails, and forfeitures, in a checking account established in the name of the City of Oxnard with financial institution designated by City Treasurer. Consultant shall only have deposit rights to said account.

b. Consultant will make daily deposits on behalf of the City of Oxnard. Consultant will process payments within 24 hours of receipt. Disbursement of the funds will be made on a monthly basis. The City will receive a monthly statement of account activity which is net of all fees owed to consultant for the prior month. Supporting report will be included with NET Statement check issued to the City for all proceeds.

ADMINISTRATIVE CITATIONS

1. **Citation Data:** All citation data, including the name and address obtained at the site of the violation will be entered into the data system. Phoenix will provide (pre-numbered) batch cards for tracking and controlling the citations sent to our office. Any variations will be researched by PHX and the CITY would be notified of any discrepancies.

2. **Fine Schedule:** The CITY will provide the Fine schedule along with associated late fees and associated due dates.

3. **Notice of Violation (Letters):** The notice of violation will be generated by PHX and include:

    1. Amount due for the violation issued
    2. Applicable late fees
    3. How to contest the citation

The notice will include the information contained within the citation (i.e., citation number, violation number, violation description and Location) and consequences for non-payment, and/or any additional information required by the code section. The notice of violation is prepared in letter format with a remittance return portion for payment and return envelope. Up to three delinquent notices can be sent, based on the City's guidelines.

The letters provided for this program include but are not limited to:

a. First Notice after Violation; Title: Notice of Administration Violation
b. Second Notice and Warning letter after Violation; Title: Warning Collection Notification-Final Notice

4. **Payments:** All citation payments will be made to the order of City of Oxnard. The payments will be processed within the current guidelines established between the CITY and PHX Credit Card Payments: The public will be charged a convenience fee of $3.95 or 3.25% whichever is greater for all citation payments made by Visa, Master Card, Discover, or AMEX. No additional costs will be charged to the CITY. Disbursement of the citation revenue is made to the CITY the following month with detailed reporting to reflect and balance to citation activity.

5. **Website Set up**: A Website for the Administrative citations will be created for obtaining citation information, making payments and contesting instructions. The website will be integrated with the website already in place for the parking citation program. The contesting information will be directed and/or provided by the CITY. The CITY shall be responsible to specify content updates if or when any information on the website changes.

6. **Preliminary Collections:** Follow-up special processing shall be provided by Consultant on all delinquent citations which have been processed in accordance with this Agreement which remain unpaid 90 days after the issue date.

7. **Reporting:** Administrative Reporting will be available using Internet Explorer. Access to the data is obtained only with user login and password access. The reports are prepared in Adobe Reader PDF format with the option to export to Excel. The reports will be maintained on our system for a period of at least two years.

ALARM MANAGEMENT SERVICES

It will be Phoenix Group's (PHX) responsibility to provide, install, and operate the Professional Services Alarm Management Services Program based on a "False Alarm Management Solution" system hereafter referred to as a FAMS system and all other necessary equipment and services on a "software as a service" basis. Phoenix Group shall accurately convert all pertinent data downloaded from the City's current primary alarm and accounts/receivable databases to populate the FAMS system.

Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information PHX shall receive from the AGENCY a monthly report of documented false alarms within the AGENCY limits. PHX will record and track frequency of false alarms per location (by street address and/or permit number.) on false alarm calls within any 12-month period at a specified location in compliance with the City's municipal code.

1. PHX will maintain and operate the alarm permit process for the AGENCY and invoice according for all billable False Alarms.
2. If a notification sent by PHX to an INDIVIDUAL is returned to PHX with a change of address notification it will be brought to the PHX customer service department. PHX Customer service will correct the address and re-send the notification. If a notification is returned to PHX as undeliverable the AGENCY will be notified. No further attempts to collect will be pursued by PHX.
3. PHX will initiate Special Collections in accordance with the preferences of the AGENCY. PHX will only initiate special collections efforts for INDIVIDUALs that are past due on renewal fees, and other penalties. Special collections efforts shall include (but are not limited to) notification by mail, FTB notification and delinquent collections.
4. PHX will provide a PO Box for collections of all payments sent via check or money order.
5. Using the PHX hosted web application AGENCY staff will be able to review, update and modify residential, commercial, and alarm information as needed.
6. A unique toll free number will be assigned to the AGENCY by PHX where INDIVIDUALS can call in to speak to a live customer service representative at PHX for questions, billing, education, and any other information as required by the AGENCY.

7. Our customer service representatives realize that their most important asset is their ability to identify and fulfill the needs of the customer. The Phoenix Group Customer Service Team strives to exceed expectations while committing to quality, efficiency, and responsiveness.

8. PHX will work with the AGENCY to enhance the city ordinance pertaining to alarms, false alarms, alarm permits, penalties, fees and fines as needed.

9. PHX will work with the AGENCY to create INDIVIDUAL outreach (such as City newsletters) in-order to help get the message out regarding alarm permits and information.

SCHEDULE OF SERVICES
EXHIBIT

Consultant and City agrees that time is of the essence in regard to performance of any of the terms and conditions of this Agreement. Consultant must have all scope of services operational within 30 days of agreement start date.

TIME FOR PERFORMANCE

1. Manually Written Citations (hard copy): All citations shall be entered and on-line within 48 hours of receipt by Consultant.
2. Notice of Delinquent Parking Violation: Delinquent parking violation notices (excluding out-of-state vehicles) will be mailed within 21 calendar days of citation issuance unless otherwise specified by Manager.
3. Citation Payment and Disposition Updating: All citation payments and dispositions will be entered on-line and the information available to City within 48 hours of receipt by Consultant.
4. DMV Registration Holds and Releases: Consultant will notify DMV of all registration holds for the City 14 days from the mailing date of notice, or as directed by Manager. DMV hold releases shall be completed daily.
5. System Reports: Consultant will supply the City with all reports required by the City within 10 days of the closing of each month.
6. Franchise Tax Board Collection Process: Consultant will coordinate complete program set-up and assure that all necessary paperwork required by the State Controller's Office (SCO) is completed within the time deadlines set by the SCO.

RATES AND COSTS EXHIBIT

PARKING CITATION PROCESSING

ITEM DESCRIPTION	PER ITEM COST
Processing fee for parking citation; Automated	$0.30
Processing fee for parking citations; Hard copy	$0.30
Cost for mailing of notices, per notice	$0.49
Second Notice Mailing per notice	$0.49
Payment processing, per transaction	NO CHARGE
Online System Access, per user	NO CHARGE
Administrative Review Setup; Suspend Process	NO CHARGE
Review Disposition Letters, custom content (per letter, includes postage)	$1.25
Administrative Hearing Scheduling, per instance	NO CHARGE
Hearing Schedule & Disposition Letters, custom content (per letter, include postage)	$1.25
Out-of-State processing fee (collection percentage)	28%
Letters misc. (FTB Intercept Letter)	$1.25
Preliminary Collections	15%
Franchise Tax Board Collections	15%
FTB – SSN Lookup	$1.35
Postage - First Class Rates (for all correspondence mailed)	First Class Rates
Payment Plan Administrative Fee, Per instance	NO CHARGE
DMV Hold Placements, Per Instance	NO CHARGE
Phone service 24 hours	NO CHARGE
Cost for Credit Card Processing via IVR/Phone/Online (no charge to the City. The public is charged a convenience fee)	NO CHARGE
Training for Parking System	NO CHARGE
Refunds	NO CHARGE
Returned Check	NO CHARGE
Online Contesting Application – Per Month	NO CHARGE
Handheld Fees ***(not included in total cost)*** *Based on the City's commitment to acquire phones separately, the following one-time fee schedule will apply based on additional units being added at the City's cost and discretion.*	
WinCite Mobile Software License – Per unit; one-time charge	$595.00
Software Installation – Per unit; one-time charge	NO CHARGE
Hardware/Software Maintenance – Per unit; annually	$440.00

CIVIL CITATION

PROCESSING

Item Description	PER ITEM COST
Monthly Fee (includes all services listed below) *Web access *Custom Website payments and contesting: www.paymycite.com *Customized toll-free phone number for payments & Customer service. *Reports *Payment Plan Setups *Online Contesting *Adjudication Services; adjudication holds and scanning, disposition entry *Payment Processing *Credit Card Payments (The credit card convenience fee is charged to the public. *Customer service; • Phoenix Group has toll free numbers for both technical support and client/customer service support. We have a **Help-Desk line** so that our clients can reach us immediately and all of their concerns can be addressed. • Phoenix Group has a **Live Chat in real time** accessible to the Agency through WINCITE.	$350.00 per month
Cost per citation issued	$1.75
Notice of Violation	$0.49
Postage - First Class Rates (for all correspondence mailed)	First Class Rates
Custom Programming if required	**OPTIONAL**
Other correspondence letter including disposition letters, hearing schedule letters, and FTB Pre Intercept Notice	$1.00
2nd Level Hearing Officer costs, per hour (3 hr. minimum)	N/A
Refunds	**NO CHARGE**
Credit Card Chargebacks; if applicable	Pass through cost
Bank Returned Checks; fee only applies if bank account is controlled by Phoenix.	**NO CHARGE**
Monthly Banking Service Fee	$50.00
Preliminary Collections	15%
Franchise Tax Board Collections SSN Lookup	15% $1.35

FALSE ALARM MANAGEMENT SYSTEM:

NO UPFRONT COSTS

ITEM DESCRIPTION	PER ITEM COST
One time Set Up/Sign On Fee, includes customized website for City with online credit card processing for citizens and business owners. Integration of City's business rules in compliance with City Ordinance. Integration of any existing accounts.	**$7500.00 (WAIVED for CITY as Courtesy)**
False Alarm Payments Collected Revenue Share 1. Alarm permit and renewal fees 2. False alarms violation fees 3. Reinstatement fees 4. Late fee for false alarms 5. Delinquent Collections 6. Customer Service	**18% of amount collected**
Monthly Database Fee, includes licensing, remote access, support, reporting and revenue management.	**INCLUDED**
Notices, special letters and Renewal Letters	**INCLUDED**
1st class postage for all correspondence Mailed	**INCLUDED**
Credit Card Processing Fees, charged to Public	**INCLUDED**
Credit Card Chargebacks if applicable, pass through cost to the City, fee is added to the individual or commercial entity that initiates the chargeback.	**Pass through cost for the City**

INSURANCE EXHIBIT

Phoenix Group Agreement

Community Services, Public Safety, Housing & Development Committee
November 22, 2022

Oxnard City Council
December 20, 2022

Delia Campbell, Police Finance Manager

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

That the Community Services, Public Safety, and Housing & Development Committee recommend the City Council to authorize the City Manager to execute Agreement No. A-8504 with Phoenix Group Information Services ("Phoenix Group"), for the next three (3) years, with a total agreement amount not to exceed $810,000, for parking citation processing, administrative citation processing, and alarm management services.

That the City Council approve and authorize the City Manager to execute Agreement No. A-8504 with Phoenix Group Information Services ("Phoenix Group"), for the next three (3) years, with a total agreement amount not to exceed $810,000, for parking citation processing, administrative citation processing, and alarm management services.

The purpose of this agreement is to expand the scope of services with Phoenix Group to include all of the following:

1. Parking citation processing
2. Administrative citation processing
3. False alarm management

Phoenix Group has been performing citation processing duties for over 30 years. They provide services to over 240 agencies and public entities in California.

Parking and Administrative Citations

- 35,000 parking citations when fully staffed
- Notice of Violation letters
  - Amount due
  - Applicable late fees
  - How to contest the citation
- Toll free support for public
- Credit card payment capability
- Pursue the collection of unpaid fines through the California Franchise Tax Board

Alarm Management Services

- Average more than 2,500 false alarms annually
- False Alarm Management Solution (FAMS) software
- Automatic permit renewal notifications
- Toll free support for public
- Credit card payment capability

FINANCIAL IMPACT

- The total value of the agreement is $810,000, approximately $270,000 annually over three years.
- This agreement will be utilized by Police, Code Compliance, and Animal Safety.
- Future years' funding will be included in the recommended budget for each fiscal year.

CITY OF OXNARD CALIFORNIA

QUESTIONS

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

REPORTS
AGENDA ITEM NO. D.2

DATE: November 22, 2022

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

FROM: Emilio Ramirez, Housing Director, (805) 385-8094, emilio.ramirez@oxnard.org

SUBJECT: Revisions to the City of Oxnard Inclusionary Housing Ordinance. (15 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Community Development Committee direct staff on seven individual policy questions, described in the report, related to potential revisions to the City of Oxnard inclusionary housing ordinance.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/P_Dd31fW3jE

BACKGROUND

EXECUTIVE SUMMARY

The City of Oxnard has mandated the inclusion of affordable housing within market rate residential developments or the payment of an affordable housing in-lieu fee since 1999, with the adoption of Ordinance Number 2506 ("Ordinance"). The Ordinance was amended in 2000, 2002, 2005, 2006 and 2020. The current Ordinance requires that all new residential developments containing ten or more dwelling units include a minimum of ten percent of all units affordable to lower-income households.

On October 4, 2022, the Oxnard City Council adopted the Amended Housing Element, which includes Program 10: Inclusionary Housing Program and states:

> "By early 2023, the City will update the City's Inclusionary Housing Ordinance requirements, which will be codified in Chapter 16 of the OCC to take into consideration many components and factors, including construction trends, opportunities, and effectiveness in securing affordable housing, to name a few. In addition, to ensure the Inclusionary Housing Program does not pose a constraint to the development of all housing affordability levels, the City will annually monitor the implementation of this program through the City's Annual Housing Element Workshop (Program 41), evaluate the impacts on the costs and supply of housing, and make necessary revisions to the program(s)."

After extensive community outreach, staff is requesting Committee concurrence on three changes agreed to by all parties and direction on seven policy questions. This direction will allow staff to draft an ordinance for review by the Planning Commission, and eventual consideration and approval by the City Council.

BACKGROUND

The amended housing element identifies the regional housing needs assessment allocations approved as of March of 2021. The allocation imposes a target production of affordable housing by income level to meet the projected need within Oxnard for the period between 2021 and 2029. Oxnard has a total housing production target of 8,549 units by 2029. Table D-1 of the Oxnard Housing Element, shown below, identifies the housing production target for each sub-income level, ranging from extremely low income to above moderate income.

Table D-1 Ventura County 2021–2029 Regional Housing Needs Assessment Allocation

Jurisdiction	Extremely Low-Income (30% or less of MHI)	Very Low-Income (31%–50% of MHI)	Low-Income (51%–80% of MHI)	Moderate-Income (81%–120% of MHI)	Above Moderate-Income (>120% of MHI)	Total Units
Camarillo	176	177	244	271	508	1,376
Fillmore	36	37	61	72	209	415
Moorpark	188	189	233	245	434	1,289
Ojai	6	7	9	10	21	53
Oxnard	**920**	**920**	**1,071**	**1,538**	**4,100**	**8,549**
Port Hueneme	13	13	16	18	65	125
San Buenaventura	593	594	865	950	2,310	5,312
Santa Paula	51	51	99	121	335	657
Simi Valley	374	375	493	518	1,033	2,793
Thousand Oaks	367	368	494	532	860	2,621
Unincorporated	159	160	225	250	468	1,262
COUNTYWIDE TOTAL	**2,883**	**2,891**	**3,810**	**4,525**	**10,343**	**24,452**

Source: SCAG, 2020

As indicated in the table above, each income category is defined as a percentage of the area median income. The current area median income for a household of four persons in Ventura County is $115,400 as published by the State of California.

Under the current Ordinance, for projects offering housing units for-sale, at least ten percent of all units must be at costs affordable to low-income households, where low-income is defined as eighty percent of the area median income.

For rental projects, of the ten percent, at least half of the affordable units must be at costs affordable for very low-income households and the other half must be at costs affordable for low-income households. Very low-income households are defined as fifty percent of the area median income.

The current Ordinance allows for the payment of an in-lieu fee instead of the production of an affordable housing unit. The current in-lieu fees are $36,000 for a development of detached houses to be sold to homeowners; $35,000 for attached homes to be sold to homeowners; and $28,000 for apartments to be rented to tenants. Note that this in-lieu fee is calculated against the total units to be built, prior to any units added by density bonus concessions from the Density Bonus Law.

The current Ordinance, and any future amendments to the Ordinance, will continue to require compliance, as a subpart, with the affordable housing additive zones (AH-Permitted and AH-Discretionary) but will not apply to specific plans where affordability is addressed within the specific plan.

SUMMARY OF TWO STATE LAWS

The Density Bonus Law (DB Law) provides developers with powerful tools to encourage the development of affordable and senior housing, including up to a fifty percent increase in project densities for most projects, depending on the amount of affordable housing provided, and an eighty percent increase in density for projects which are completely affordable. The DB Law offers a larger package of incentives intended to help make the development of affordable and senior housing economically feasible. Other tools include reduced parking requirements, and incentives and concessions such as reduced setback and minimum square footage requirements. Often, these other tools are even more helpful to project economics than the density bonus itself, particularly the special parking benefits. Sometimes these incentives are sufficient to make the project pencil out, but for other projects financial assistance is necessary to make the project feasible.

The amount of the density bonus is set on a sliding scale, based upon the percentage of affordable units at each income level.

The Affordable Housing and High Road Jobs Act (AB 2011), which takes effect in 2023, requires ministerial by-right approval of multi-family housing developments of at least five units on commercially zoned parcels that meet specific affordability and location requirements and ensure payment of prevailing wages to construction workers.

This legislation allows affordable housing to be built by right in infill areas currently zoned for office, retail, and parking uses. Housing that is 100% affordable will be allowed anywhere in these areas that is not adjacent to industrial land or on environmentally sensitive land. Mixed-income housing will be focused along commercial corridors that are wide enough to accommodate density and new transit. At least 15 percent of the units would be required to be affordable to lower-income households. For sale projects could, alternatively, provide 30 percent of their unit for moderate-income households.

In order to build on these new sites, AB 2011 requires developers to meet a range of responsible wage and training standards. Prevailing wages are required on all projects. For projects of fifty or more units, health benefits for workers are required. All contractors must either participate in a state-approved apprenticeship program or request the dispatch of apprentices from a program.

DISCUSSION

In early 2022, staff launched a community discussion seeking input on potential revisions to the Ordinance. Outreach included sending notification of public workshops and meetings to all persons listed on the Housing Element interested parties list and to developers of housing projects within the City over the last several years. The City of Oxnard also maintained an inclusionary housing update webpage to inform the public on the process and post presentation materials. Staff met with and solicited input from House Farm Workers, West Ventura County Business Alliance, Inter Neighborhood Council as well as two public workshops held in March and June of 2022. In addition, staff previously requested feedback from the Housing and Economic Development Committee in September 2020.

During the community outreach and in review of other local inclusionary housing ordinances combined with the staff experience implementing the requirements of Oxnard's affordable housing ordinances and the State Density Bonus law (“DB Law”), staff identified and discussed key questions seeking to inform potential amendments.

There was overwhelming consensus amongst the community of residents, developers, businesses and staff over three proposed amendments. In consultation with local community stakeholders, staff recommends the following amendments:

A. Increase the inclusionary affordable housing production requirement from ten percent to fifteen percent because it maximizes the production of affordable housing while remaining within the full discretionary authority of the City Council.
B. Amend the Ordinance to increase the required affordability terms from twenty years to fifty-five years for rental projects, which is consistent with State Density Bonus (DB law) and Affordable Housing and High Roads Jobs Act (AB 2011). The current Ordinance requires a term of affordability of twenty years for for-sale and rental affordable units.
C. Require that the affordable units, rather for-sale or rental, match a proportionate number of units in the development relative to unit size and bedroom count. The current Ordinance requires for-sale developments to include at least two or three bedrooms, even if that was not part of the developers' proposals. This change would expand the requirement to apply to both rental and for-sale projects.

In addition to these items, the outreach led to three items that staff will study further, but are not directly related to the local Ordinance:

A. A credit for developments that create jobs for low-income persons.
B. A commercial linkage fee for commercial development.
C. A policy and procedures, to respond to changing market conditions, that will allow developers of approved for-sale development to temporarily hold units as rental units until improvements in the for-sale market.

Although there was consensus on several items, there were also changes discussed where there was either no consensus or are large policy changes that staff is seeking direction from the Community Services, Public Safety, Housing & Community Development committee in order to draft an ordinance amendment.

1. Does the Committee support the reduction in the threshold to trigger the Ordinance from ten units to six units?

The Ordinance imposes an affordability condition when any single development builds at least ten residential units, rather those are rental or for-sale units.

Generally, residents preferred to lower the threshold, triggering the imposition of including affordable housing to potentially a single unit via an in-lieu fee. Residents suggested that a development would not be required to actually produce an affordable unit until the development builds out at least five units.

The development community preferred to leave the triggering threshold at ten units, though some would accept a requirement to pay an in-lieu fee for developments of less than ten units. Based on input from developers, if the threshold is lowered, they also want the Ordinance to include the ability for staff to approve the payment of an in-lieu fee. See further discussion on payment of the in-lieu fee in question five.

Staff recommends that the obligation to comply with the Ordinance, whether it is for unit production or in-lieu fee payment, be required when a development builds at least six units. At six units, the affordable housing in-lieu fees paid ($28,000- $36,000 per market rate unit depending on the product type), is approximately the cost of production of one unit.

2. What should the level of affordability be for rental and for-sale housing developments?

The Ordinance imposes a ten percent affordable housing requirement for both for-sale and rental developments. The ten percent requirement in a for-sale project mandates that the inclusionary units be at costs affordable to low-income households. However, the ten percent allocation in a development where the units are rented out, requires that the overall ten percent is split with half of the inclusionary units being at costs affordable to very

low-income households and the other half at costs affordable to low-income households.

Staff, residents and developers agree that there should continue to be a distinction in the affordability levels between for-sale and rental developments. Assuming that the Council supports the increase in the inclusionary affordable housing production from ten percent to fifteen percent, staff recommends that the fifteen percent allocation within rental developments be such that one-third of the required units are at costs affordable to households of very low income and the remaining two-thirds are at costs affordable to low-income households. The recommendation, in essence, maintains the very-low income requirement of the current Ordinance and doubles the required percentage of low-income units.

There was no consensus on the allocation of the fifteen percent as it relates to for-sale developments. The development community seeks a higher income requirement for home ownership units. Because there is no consensus, staff is seeking Council direction on two options related to for-sale developments:

1. Option one is to require that the full fifteen percent of homeownership units be sold at costs affordable to moderate-income households.
2. Option two is to require that at least one third of fifteen percent of the units be sold at costs affordable to households of low income, with the remaining units be sold at costs affordable to moderate-income households.

Option one is based on the premise that, as shown by recent construction cost data, a lower income single family residence costs the developer more in land and construction costs than the restricted sales price, resulting in not just lower profit but an actual loss for the developer to produce the unit. If costs do not pencil out for the developer, the entire project is not constructed, whereby no housing is produced at all - market or affordable housing. Therefore, under Option one, the fifteen percent requirement would be to sell required units at costs affordable to moderate income households rather than lower income households.

Option two is based on the premise that low-income households should have an opportunity to own a home.

Staff is seeking the Community Services, Public Safety, Housing & Community Development committee direction on:

A. An allocation of fifteen percent within rental developments where one-third are rented at costs affordable to households of very low income and the remaining two-thirds are rented at costs affordable to low-income households; and
B. Support of option one related to for-sale developments for the full fifteen percent allocation to be sold at costs affordable to moderate-income households; or
C. Support of option two related to for-sale developments for one third of the fifteen percent required affordable units be sold at costs affordable to low income households and the remaining two-thirds be sold at costs affordable to moderate income households; or
D. Direction on another combination and level of affordability limits for for-sale or rental.

3. For for-sale units, should the local Ordinance require an Equity Share Agreement consistent with DB Law and a forty-five year term consistent with AB 2011?

State laws surrounding affordable housing have been changing rapidly, which has resulted in inconsistencies between the Ordinance and State laws. Generally speaking, the community of residents and developers supported consistency, but staff does not feel that is the driving principle of the Ordinance update. Instead, staff sees these differences as opportunities to make the Ordinance specific to Oxnard's needs. Additionally, the application of these State law regulations is imposed when a developer chooses to submit an application to the City, which includes requests for development standards that cause such State regulations to apply. Questions 3

and 4 both pertain to inconsistencies in the laws - both local and State.

The Ordinance imposes a resale restriction agreement for a term of twenty years on affordable for-sale units. This resale restriction agreement allows the home to transact with subsequent buyers but sets a controlled sales price at each transaction to ensure the home remains affordable to an income-qualified buyer for the duration of the term.

AB 2011 requires a term of forty-five years for for-sale units, whereas DB Law requires an agreement to share equity (no term). An equity share agreement on affordable for-sale units expires at the point of the first resale to a second buyer. While this agreement terminates the affordable housing unit, it allows the seller and local jurisdiction to capture accrued equity appreciation. For a local jurisdiction, this accrued equity can then be used to permit other investments in affordable housing.

Both residents and developers expressed mixed opinions on the type of agreement.

Staff recommends an equity share agreement, consistent with DB law for for-sale units, but with a term of forty-five years, consistent with AB 2011.

4. Should the local Ordinance affordable housing costs calculator be changed to be consistent with DB Law and AB 2011?

The current Ordinance is inconsistent with DB Law and AB 2011 on how affordable housing costs are defined. In addition, the housing costs aspects of the Ordinance applies to both for-sale and for-rent units in the calculation of affordable housing cost. Specific to for-sale units, the Ordinance excludes the cost of maintenance and utilities from housing costs in a for-sale unit. The table below identifies the formula to identify the affordable housing cost within the current Ordinance, the DB Law, AB 2011 and the recommended revisions to the Ordinance.

Income Range	Ordinance Affordable Housing Cost Compared to the Area Median Income	DB Law & AB 2011 rental Affordable Housing Cost Compared to the Area Median Income	DB Law & AB 2011 for-sale Affordable Housing Cost Compared to the Area Median Income	Recommended rental Affordable Housing Cost Compared to the Area Median Income	Recommended for-sale Affordable Housing Cost Compared to the Area Median Income
Extremely Low	NA	30% of 30%	30% of 30%	30% of 30%	30% of 30%
Very Low	30% of 50%	30% of 50%	30% of 50%	30% of 50%	30% of 50%
Low	30% of 80%	30% of 60%	30% of 70%	30% of 60%	30% of 70%
Moderate	NA	30% of 110%	35% of 110%	30% of 110%	35% of 110%

For context, the price of the low income for-sale unit would be $239,000 and the eligible buyer's income to be $92,350 if the affordable housing cost calculation is based on thirty percent of eighty percent of the area median income, assuming a mortgage interest rate of 6.95%. If a housing cost calculation of thirty percent of seventy percent of the area median income is used then the low-income sales price is $200,200 and the eligible buyer income is $80,780.

Does the Community Services, Public Safety, Housing & Community Development committee support the

above cost calculations?

5. Should developers be given the option to pay an in-lieu fee and partial in-lieu fees without City Council approval?

The current Ordinance requires Council approval when a developer seeks the payment of an in-lieu fee instead of producing affordable housing units onsite. The community of residents expressed mixed opinions. Some supported allowing a developer to pay the in-lieu fee without Council approval, while other residents emphasized that the goal of the local Ordinance is to produce housing, so the in-lieu fee should not be easily obtained.

The development community were generally in favor of a simplified route for payment of an in-lieu fee, as it would create certainty early in the project. Several developers stated the current process does not provide enough certainty as they generally receive comments from the Council but not actual approval until their project is much further along in the entitlement process.

Neither AB 2011 or DB Law authorize the payment of an in-lieu fee.

Allowing administrative approval of the in-lieu fee would facilitate development by creating more certainty in the development process upfront, which equates to a cost savings for developers. Administrative approval of the in-lieu fee may also remove a psychological barrier that may keep some developers from moving forward with an application, resulting in more units overall. The in-lieu funds are vital for the City to leverage funds for the production of more affordable housing. However, the disadvantage of allowing administrative approval of the in-lieu fee is a potential increase in the number of developments paying in-lieu fees rather than building units, which could result in a lack of diversity within these developments and a potential loss of opportunity for lower income households to access higher resource areas.

Staff favors the option to allow developers to pay the in-lieu fee on rental and for-sale projects rather than requesting approval from the City Council to pay the in-lieu fee. However, an in-lieu fee would not be an option where affordable housing is required by other local requirements including a specific plan or additive zone. As mentioned earlier, the Ordinance will continue to require compliance, as a subpart, with the affordable housing additive zones (AH-Permitted and AH-Discretionary), therefore under this proposal, developers would be allowed to pay the in-lieu fee only for compliance with the inclusionary required units.

Staff also recommends that developers have the option to pay a partial in-lieu fee for electing not to construct a portion of the units required under the current Ordinance. Based on the Affordable Housing In-lieu Nexus Study (April 2020; City Council Resolution 15,330), the partial fee would need to cover the "affordability gap" for housing units at various income levels, which is the difference between the market price of a unit and the restricted price for that income level. Tables 10 and 21 in the In-lieu Nexus Study provide the following current Affordability Gap per unit based on the type of unit and affordability level:

Land Use	Affordability Level	Affordability Gap per Affordable Unit
Single Family For-Sale	Moderate Income	$316,869
Single Family For-Sale	Low Income	$447,023
Multifamily For-Sale	Low Income	$368,534

Multifamily For-Rent	Low Income	$234,315
Multifamily For-Rent	Very Low Income	$333,823

Accordingly, the fee would be calculated based on an adjusted fee that recognizes the higher affordability gap for low income for-sale units compared to moderate income for-sale units, and for very low income rental units compared to low income rental units. For example, a rental project that constructs the required ten percent low income units but not the required five percent very low income units would pay an affordability gap fee of $16,691 per market rate unit ($333,823 x 5%; Table 21 of In-lieu Nexus Study). Therefore, the adjusted partial in-lieu fee for five very low income units in a 100 unit rental project would be $1,669,100.

Does the Community Services, Public Safety, Housing & Community Development committee support administrative approval of the payment of in-lieu fees relative to the Ordinance and allow partial payment of in-lieu fees?

6. Should the donation of land or production of off-site affordable housing units, subject to Council approval, be allowed to meet the local Ordinance requirements?

The current Ordinance allows for an applicant to request Council approval to donate land or produce off-site affordable housing. Staff supports these options to remain in the Ordinance, but suggested the addition of the following parameters when the Council considers the request.

Conceptually, if supported by Committee, the local Ordinance would:

A. Require that any land donation be entitled or require only a ministerial approval, be clear and clean for residential development, and have a minimum build out capacity of the required affordable units;
B. Require donated land to have the equivalent market value not less than the potential in-lieu fee; and
C. Other Ordinance considerations may be proximity to the original site, transit, affirmatively furthering fair housing protections and other affordable housing units.

Does the Community Services, Public Safety, Housing & Community Development Committee support the concept of allowing the donation of land or production of off-site affordable housing units, subject to Council approval, to meet the local Ordinance requirements?

7. Should developers be offered reductions in the number of affordable units required to be produced if they provide a deeper level of affordability than required by the Ordinance?

The existing local Ordinance does not provide a reduction in the total number of affordable units when the developer provides a deeper level of affordability; it is a one-size fits all model.

The community of residents are in favor of incentivizing developers to build extremely low income and very low-income housing units.

The development community expressed mixed support but suggested incentives such as higher density, reduced setbacks, reduced open space, and reduced parking.

Staff does not support further development concessions or reduced parking because those are already provided for through DB Law and AB 2011. Additionally, in accordance with State housing requirements, the City of Oxnard's new additive zone allows for increased building heights limits and objective development standards to accommodate higher densities. However, staff recommends offering the developer a reduction in the total required affordable units when they provide a deeper level of affordability than otherwise required by the

Ordinance. The total affordable unit production recommended by staff below for projects with deeper levels of affordability were calculated based on the estimated cost to produce the housing unit and the restricted affordable housing cost for lower and moderate income households defined earlier in this report. Staff also recommends that the local Ordinance include project affordability levels in alignment with AB 2011, which requires five percent to be extremely low and eight percent to be very low.

For rental developments, staff recommends that the development applicant be offered the ability to provide fewer affordable units when they build a choice of the following mix of units per 100 units of development:

A. Five very low-income units and ten low-income units; or
B. Ten very low-income units and five market-rate units; or
C. Seven extremely low-income and eight market-rate units; or
D. Five extremely low-income units, eight very low-income units and two market-rate units as required by Assembly Bill 2011

For for-sale developments, staff recommends that the development applicant be offered the ability to provide fewer affordable units when they build a choice of the following mix of units per 100 units of development:

A. Five low-income units and ten moderate-income; or
B. Eleven low-income units and four market-rate units; or
C. Seven very low-income units and eight market-rate units; or
D. Five extremely low-income units and ten market-rate units.

Does the Community Services, Public Safety, Housing & Community Development Committee support the concept of allowing developers to reduce the number of affordable units required to be produced if they provide a deeper level of affordability than required by the Ordinance?

TENTATIVE TIMELINE TO FINAL ADOPTION

Provided there is consensus amongst the Committee, staff will incorporate feedback from the Committee and present a draft Ordinance to the community in January 2023. Following that, a draft Ordinance will be considered by the Planning Commission in March 2023. The Planning Commission recommendation will lead to a Council consideration and final adoption of the revised Ordinance by June 30, 2023.

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

At this time there is no immediate financial impact to receiving feedback from the Community Services, Public Safety, Housing & Community Development Committee.

Prepared by: Emilio Ramirez, Housing Director

ATTACHMENTS

1. City of Oxnard Inclusionary Housing Ordinance
2. Presentation

CITY COUNCIL OF THE CITY OF OXNARD

UNCODIFIED ORDINANCE NO. 2980

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, CONCERNING AFFORDABLE HOUSING REQUIREMENTS FOR NEW DEVELOPMENTS AND IN-LIEU AFFORDABLE HOUSING PAYMENTS

WHEREAS, the State of California has declared that the provision of affordable housing in all communities for all segments of the population is a matter of statewide importance and concern; and

WHEREAS, the State of California requires all cities and counties to adopt and implement a general plan which governs many of the overall land use and planning issues for the local agency to use as a guideline for future development, including affordable housing; and

WHEREAS, the City of Oxnard adopted the 2030 General Plan which includes several specific elements, including the Growth Management Element, the Land Use Element, and a Housing Element, which all contain certain goals, objectives and policies concerning affordable housing; and

WHEREAS, the 2030 General Plan Growth Management Element encourages the adoption of implementation measures which would promote a match between the price of housing and the household income of all Oxnard residents; and

WHEREAS, the 2030 General Plan Land Use Element requires a balanced community that meets the housing needs of all segments of the community and also provides for a balance between jobs and housing within the community; and

WHEREAS, the 2030 General Plan Housing Element contains a requirement that the City provide for a variety of housing types throughout the City which meet the needs of all economic segments of the community, including affordable housing units; and

WHEREAS, State law provides that legal actions may be brought to prohibit new residential housing if the 2030 General Plan Housing Element is not complied with; and

WHEREAS, the City Council has received an affordable housing report which found that low and very low income families, especially large and farm worker families, in the community are experiencing a housing shortage; and

WHEREAS, the City Council has stated in the 2030 General Plan and the Housing and Land Use Elements, that one of the major goals of the City is to achieve a balanced community with housing available for households of all income levels, so that the low and very low income families may have housing available at an affordable cost; and

WHEREAS, the affordable housing report further found that low and very low income families are living within the community in severely overcrowded housing and/or in housing that is not decent, safe and sanitary; and

WHEREAS, the affordable housing report further found that federal and state housing subsidy programs are not sufficient by themselves to satisfy all of the housing needs of low and very low income households, which has further exacerbated the availability of affordable housing; and

WHEREAS, the affordable housing report found that the housing shortage of new housing affordable to low and very low income families is detrimental to the public health, safety and welfare and that the City is required by California public policy to make available an adequate supply of housing for persons of all economic segments of the community, including low and very low income families; and

WHEREAS, the City Council finds that new residential development enjoys the benefits of public resources and City facilities and must participate in protecting and enhancing the public welfare by helping to meet the goals and objectives for affordable housing set out in the 2020 General Plan and its various elements; and

WHEREAS, the City Council finds that new residential development that does not include affordable housing on site reduces the limited inventory of real property in the city that may be used to develop affordable housing; and

WHEREAS, the City Council desires to establish a policy for the provision of affordable housing on a City-wide basis for all new development; and

WHEREAS, the City Council desires that a program exist to allow new residential development to provide an in-lieu affordable housing payment in place of providing affordable housing units on site, which in-lieu payment would allow other affordable housing goals and objectives to be met throughout the City; and

WHEREAS, based on the foregoing recitals, on April 20, 1999, the City Council adopted Resolution No. 11,570, establishing affordable housing requirements and in-lieu fees; and

WHEREAS, on October 5, 1999, the City Council adopted Resolution No. 11,645, amending Resolution No. 11,570, and on October 19, 1999, adopted Resolution No. 11,651, repealing Resolution No. 11,645; and

WHEREAS, on October 19, 1999, the City Council adopted Resolution No. 11,652, amending Resolution No. 11,570 to exempt certain projects there from; and

WHEREAS, on October 26, 1999, the City Council adopted Ordinance No. 2506, establishing the affordable housing requirements contained in Resolution Nos. 11,570 and 11,652 by ordinance; and

WHEREAS, on December *5,* 2000, the City Council adopted Ordinance No. 2545, making certain adjustments to Ordinance No. 2506; and

WHEREAS, on March *5,* 2002, the City Council adopted Ordinance No. 2594, providing a procedure to appeal application of Ordinance No. 2545, and any successor ordinance, on the basis that its application to a specific project was unconstitutional; and

WHEREAS, December 3, 2002, the City Council adopted Ordinance No. 2615, replacing Ordinance No. 2545; and

WHEREAS, on June 28, 2005, the City Council adopted Ordinance No. 2688, making adjustments to Ordinance No. 2615; and

WHEREAS, on July 18, 2006 the City Council adopted Ordinance No. 2721, making adjustments to Ordinance No. 2688; and

WHEREAS, the City Council now desires to amend Part 10 of Ordinance No. 2721 and make other minor adjustments thereto and reenact Ordinance No. 2721 as amended; and

WHEREAS, as this ordinance does not establish a new affordable housing program, but only makes certain adjustments to Ordinance No. 2721, the City Council finds that there is no possibility that adoption of this ordinance may have a significant effect on the environment; that the in-lieu Affordable Housing Payments adopted by this ordinance create government funding mechanisms that do not involve any commitment to any specific project and thus do not constitute a project, as defined by Section 15378(b)(4) of the State California Environmental Quality Act (CEQA) Guidelines; and that consequently adoption of this ordinance is not subject to CEQA.

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

Part 1. All recitals set forth hereinabove are found and determined to be true and correct and are incorporated into this ordinance by this reference.

Part 2. The findings and references to affordable housing that are contained in the 2020 General Plan, as set out in Attachment 1 to the staff agenda report on affordable housing, dated April 8, 1999, and the staff reports considered at the City Council meetings held on November 14, 2000, in connection with the adoption of Ordinance No. 2545, the staff report considered on January 29, 2002 in connection with the report of the ad hoc affordable housing committee, and the staff report dated July 20, 2004, all on file with the City Clerk, are incorporated by reference as findings in support of the affordable housing requirements set out in this ordinance.

Part 3. All new residential projects containing ten or more dwelling units to be offered for sale shall include a number of dwelling units equal to not less than 10% of the total number of dwelling units offered for sale in the project that shall be sold at an

affordable housing cost to persons and families of lower income, as defined in California Health and Safety Code Section 50079.5. Each such affordable dwelling unit shall have at least three bedrooms, provided that if a project contains at least ten two bedroom units, two bedroom affordable units may be provided in the same percentage ratio to all affordable units as the percentage ratio of two bedroom market rate units bears to the total number of market rate units in the project. For purposes of this ordinance, the term "units offered for sale" includes units classified as condominium units under California law.

Part 4. All new residential projects containing ten or more dwelling units to be offered for rent shall include a number of dwelling units equal to not less than 5% of the total number of dwelling units in the project offered for rent that shall be rented at an affordable rent to persons and families of very low income, as defined in California Health and Safety Code section 50105, and shall include an additional number of dwelling units equal to not less than 5% of the total number of dwelling units in the project offered for rent at an affordable rent to persons and families of lower income, as defined in California Health and Safety Code section 50079.5. If the number of bedrooms per unit varies within a project, the number of low and very low income units of each bedroom numbers must meet the requirements of this part 4, i.e., affordable units shall be proportionately distributed throughout the project by bedroom size.

Part 5. As used in this ordinance, the term "housing cost" includes the costs described in 25 California Code of Regulations section 6920, except that in determining housing cost under this ordinance the amount paid for maintenance and utilities will not be included. For purposes of calculating mortgage loan cost, a prevailing market interest rate for a fixed interest rate loan will be used. As used in this ordinance, the word "rent" has the meaning ascribed to such word in 25 California Code of Regulations section 6918. For purposes of this ordinance, "affordable housing cost or rent" shall mean:

(a) With respect to a low income person or family, rent or housing cost not in excess of 30% of 80% of the Area Median Income for the Ventura County Metropolitan Statistical Area, adjusted for family size appropriate for the unit in question, as set forth in Section 6932 of Title 25 of the California Code of Regulations; and

(b) With respect to a very low income person or family, rent or housing cost not in excess of 30% of 50% of the Area Median Income for the Ventura County Metropolitan Statistical Area, adjusted for family size appropriate for the unit in question, as set forth in Section 6932 of the Title 25 of the California Code of Regulations.

Prior to offering for sale or rental the first unit which the developer intends to qualify as an affordable unit under Part 3 or Part 4 of this ordinance, the developer shall submit to the City's Housing Director the proposed sale price or rental amount for all the affordable units and the dates upon which the affordable units will be offered for sale or rental, and thereafter, any other information requested by the City's Housing Director. The Housing

Director shall review the information submitted, and within 30 days of receipt of all requested information, shall determine whether the sales price or rental amount is affordable as provided in Parts 3 and 4. Thereafter, if the developer desires to increase the sales price or initial rental amount for any for sale affordable units, the developer must obtain the approval of the Housing Director. A developer may appeal a decision of the Housing Director made pursuant to this Part 5 within the time and following the procedures (including payment of the fee) set forth in the Oxnard City Code section 16-545 et seq. for appeal of a decision of the Planning Commission denying a special use permit.

Part 6. Not later than the date of application for the first building permit for a project that is subject to Part 3 or 4 of this ordinance, the developer shall cause to be recorded in the office of the Ventura County Recorder covenants approved in form and substance by the Housing Director. Such covenants shall identify the affordable dwelling units, restrict the qualifying income of purchasers and tenants of such units, specify the maximum housing cost for such units, and require that such units remain affordable for at least 20 years. The covenants shall provide that the developer shall require any purchaser of an affordable unit or project to execute a resale restriction agreement in form and substance satisfactory to the City's Housing Director, which resale restriction agreement shall provide for continuing affordability in the sale or rental of units for at least 20 years. The covenants shall run with the land. If the original developer or a subsequent owner complies with the covenants and/or resale restriction agreement by conveying the project or unit only to an eligible low or very low income transferee at an affordable cost as provided in this ordinance, the developer or such owner shall not be responsible for any violation of such covenants or resale restriction agreement by future transferees.

Part 7. Such affordable units shall be designed and constructed so as to be architecturally consistent with and qualitatively similar to other (unrestricted) units in the project. Generally, affordable units shall be dispersed throughout the project. As part of the developer's application for any land use approvals required for the project and prior to the date upon which the application is deemed complete, the developer shall submit to the City planning staff such documents and plans as planning staff determines are necessary and appropriate for the City to determine that the requirements of this ordinance have been met and that the design and placement of the affordable units will not affect the quality of the project or the affordable units, and will not result in discrimination on any legally prohibited basis. The City Council, Planning Commission, or other decision making person or body with final approval over the project shall make such determination. The determination of such decision making body shall be made exercising its sole, good faith, discretion.

Part 8. As part of the developer's application for land use approvals required for the project and prior to the date upon which the application is deemed complete, the developer of a project that is subject to this ordinance may request in writing that instead of providing such affordable housing within the proposed project, the developer shall provide such affordable housing on specified off-site land. The request shall be presented to the City Council, which shall determine in its sole discretion whether the land is suitable for affordable housing. If the City Council determines that the land is suitable, the developer shall enter into an agreement with the City to provide affordable housing on such land. The agreement shall provide for affordable units in a number not less than the number of on-site units required by this ordinance for the

project. The agreement shall contain conditions and provisions requiring the construction of such affordable units prior to or concurrent with construction of the project, unless the City Council determines in its sole discretion that such a condition is not necessary to ensure that the affordable units are constructed. The agreement may contain such other terms and conditions as the City Council determines are necessary or appropriate.

Part 9. The developer shall establish and at all times maintain a written list of Oxnard residents qualified to purchase or rent each of the affordable units. The developer shall offer the affordable units to qualified Oxnard resident buyers or renters on the waiting list first and give preference to them until there are no qualified Oxnard residents on the waiting list. At such time, the developer may make units available to all other prospective buyers or renters meeting the income limitations for such units.

10. A developer may, following the procedure set forth in this Part 10, make a written request that instead of providing such affordable housing units within the proposed project or off site, the developer make an in-lieu Affordable Housing Payment ("Payment") to the City's Affordable Housing In-Lieu Fee Fund.

(a) All projects for which the developer makes a request to make a Payment shall be subject to the City's pre-application process. During the pre-application process, the City Council shall determine whether a Payment may be made.

The City Council shall consider the following factors in determining whether to grant a request:

a. the size, type and nature of the lots and homes and/or apartment buildings and units proposed for the development;

b. the prices for which the developer plans to sell the market rate homes or rent market rate apartment units;

c. the extent to which the proposed development may be designed or redesigned to allow the production of quality units at lower costs; and

d. the extent to which City is meeting the affordable housing goals of its 2030 General Plan.

(b) If the request is granted, the Payment shall be calculated using the City's adopted affordable housing in-lieu fee schedule. The fee for each unit shall be paid when the developer pulls a building permit for each unit.

(c) Beginning on July 1, 2021, and every July 1st thereafter, the Housing Director shall adjust the Fee by the percentage increase or decrease for the prior twelve months as determined by the Engineering News Record Building Cost Index for the Los Angeles Region.

Part 11. If a developer's request to make a Payment is granted, the fee for each unit shall be paid when the developer pulls a building permit for each unit. Within 60 days after a developer's request to make a Payment is granted, the developer may request in writing that the City allow the developer to satisfy all or part of the Payment by dedicating specified off-site land to the City. With such request, the developer shall submit a written M.A.I. appraisal of the land. The City may require that the developer pay for an additional M.A.I. appraisal obtained by the City. The City Council shall determine the market value of the land, based on the appraisals provided or paid for by the developer and any other reliable data. The City Council shall also determine whether the land is suitable for affordable housing and meets the City's needs for sites for affordable housing. If the City Council so determines and the Mayor executes a certificate of acceptance for the land, the City shall apply the market value of the land to the Payment owed. If the market value of the land is less than the Payment, the developer shall pay the difference. If the market value of the land is more than the Payment, dedication of the land shall be deemed the equivalent of making the Payment, and the developer shall not be entitled to any payment for the excess market value. The developer shall deed to the City land so accepted before the developer applies for the first building permit for the project.

Part 12. As provided by Ordinance No. 2594, a developer may appeal to the City Council a decision of the Planning Commission requiring compliance with this ordinance, on the ground that such application of this ordinance to the developer's project results in an unconstitutional taking of property or that there is no reasonable relationship between the impact of the project and such requirements.

Part 13. All in-lieu Affordable Housing Payments shall be deposited in the City's Affordable Housing Trust Fund and used exclusively to provide affordable housing and affordable housing assistance to persons and families of lower and very low income.

Part 14. This ordinance does not apply to the following new residential projects of ten or more dwelling units:

(a) Projects located in areas that are subject to a specific plan adopted by the City that requires such projects to provide as many or more affordable units for lower and very low income persons and families as does this ordinance.

Part 15. In a project that receives a density bonus pursuant to Government Code Section 65915 or 65915.5, the calculation pursuant to Part 3 or Part 4 of this ordinance of the number of dwelling units to be offered for sale or rent shall be based on the number of units before the density bonus is applied. Affordable units provided pursuant to this ordinance shall not be included in the calculation of affordable units provided pursuant to density bonus statutes, ordinances or resolutions.

Part 16. This ordinance shall be uncodified.

Part 17. This ordinance shall apply to applications for land use approvals that are filed on or after the effective date of this ordinance and to applications for land use approvals that have been filed but have not been accepted as complete as of the effective date of this ordinance.

Part 18. This ordinance replaces Ordinance No. 2721 as to applications for land use approvals described in Part 17. However, Ordinance No. 2721 is not repealed. If all or any part of this ordinance be declared invalid by the courts, and Ordinance No. 2721 be not declared invalid, Ordinance No. 2721 shall apply to the subjects addressed by the portions of this ordinance declared invalid, or, if this ordinance is declared invalid in its entirety, shall supplant this ordinance.

Part 19. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. 2980 was first read on May 19th, 2020, and finally adopted on June 2nd, 2020 to become effective sixty days thereafter.

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

NOES: Councilman MacDonald.

ABSENT: None.

ABSTAIN: None.

Tim Flynn 6/2/20
Tim Flynn, Mayor

ATTEST:

Michelle Ascencion
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Ken Rozell for
Stephen M. Fischer, City Attorney

Revisions to the City of Oxnard Inclusionary Housing Ordinance

Emilio Ramirez, Housing Director
Housing Department

Community Services, Public Safety, Housing & Development Committee
November 22, 2022

Executive Summary

- The City adopted Ordinance 2506 codifying a local Inclusionary Housing Ordinance and mandating the inclusion of affordable housing within market rate residential developments or the payment of an in-lieu fee.
- Ordinance requires that all new residential developments containing ten or more dwelling units include a minimum of ten percent of all units affordable to lower-income households.
- October 4, 2022 - Council adopted the Amended Housing Element, which includes Program 10: Inclusionary Housing Program and states:

  "By early 2023, the City will update the City's Inclusionary Housing Ordinance requirements, which will be codified in Chapter 16 of the OCC to take into consideration many components and factors, including construction trends, opportunities, and effectiveness in securing affordable housing, to name a few. In addition, to ensure the Inclusionary Housing Program does not pose a constraint to the development of all housing affordability levels, the City will annually monitor the implementation of this program through the City's Annual Housing Element Workshop (Program 41), evaluate the impacts on the costs and supply of housing, and make necessary revisions to the program(s)."

Background

- The amended housing element identifies the regional housing needs assessment allocations approved as of March of 2021. Oxnard has a total housing production target of 8,549 units by 2029.
- For projects offering housing units for-sale, at least ten percent of all units must be at costs affordable to low-income households, where low-income is defined as eighty percent of the area median income.
- For rental projects, of the ten percent, at least half of the affordable units must be at costs affordable for very low-income households and the other half must be at costs affordable for low-income households. Very low-income households are defined as fifty percent of the area median income.
- The current in-lieu fees are $36,000 for a development of detached houses to be sold to homeowners; $35,000 for attached homes to be sold to homeowners; and $28,000 for apartments to be rented to tenants.
- The current Ordinance, and any future amendments to the Ordinance, will continue to require compliance, as a subpart, with the affordable housing additive zones (AH-Permitted and AH-Discretionary.

The Amended Housing Element

Table D-1 Ventura County 2021–2029 Regional Housing Needs Assessment Allocation

Jurisdiction	Extremely Low-Income (30% or less of MHI)	Very Low-Income (31%–50% of MHI)	Low-Income (51%–80% of MHI)	Moderate-Income (81%–120% of MHI)	Above Moderate-Income (>120% of MHI)	Total Units
Camarillo	176	177	244	271	508	1,376
Fillmore	36	37	61	72	209	415
Moorpark	188	189	233	245	434	1,289
Ojai	6	7	9	10	21	53
Oxnard	**920**	**920**	**1,071**	**1,538**	**4,100**	**8,549**
Port Hueneme	13	13	16	18	65	125
San Buenaventura	593	594	865	950	2,310	5,312
Santa Paula	51	51	99	121	335	657
Simi Valley	374	375	493	518	1,033	2,793
Thousand Oaks	367	368	494	532	860	2,621
Unincorporated	159	160	225	250	468	1,262
COUNTYWIDE TOTAL	**2,883**	**2,891**	**3,810**	**4,525**	**10,343**	**24,452**

Source: SCAG, 2020

Summary of the State Density Bonus Law

- Encourages developers to build affordable and senior housing
- Allows up to a fifty percent increase in project densities depending on the amount of affordable housing provided
- Also offers incentives based on changes to local development standards in exchange for the provision of affordable housing
- The amount of the density bonus is set on a sliding scale, based upon the percentage of affordable units at each income level.

Summary of the Affordable Housing and High Road Jobs Act

- Effective in 2023 - Requires ministerial by-right approval of affordable multi-family housing developments of at least five units on commercially zoned parcels that pay prevailing wages.
- Housing that is 100% affordable is allowed anywhere in these areas that is not adjacent to industrial land or on environmentally sensitive land.
- Mixed-income housing will be focused along commercial corridors that are wide enough to accommodate density and new transit where at least 15% of the units are affordable or 30% for homeownership developments.
- Requires developers to pay prevailing wages and health benefits for workers.
- Requires contractors to participate in a state-approved apprenticeship program.

Proposed Changes to the Inclusionary Housing Ordinance

- The current Ordinance, and any future amendments to the Ordinance, will continue to require compliance, as a subpart, with the affordable housing additive zones but will not apply to specific plans where affordability is addressed within the specific plan.
- There was overwhelming consensus amongst the community of residents, developers, businesses and staff over three proposed amendments including:
  - Increase the inclusionary affordable housing requirement from 10% to 15%.
  - Increase the required affordability term from 20 years to 55 years for rental projects.
  - Require that the affordable units match a proportionate number of units in the development relative to unit size and bedroom count.

For Future Consideration

In addition to these items, the outreach led to three items that staff will study further, but are not directly related to the local Ordinance:

1. A credit for developments that create jobs for low-income persons
2. A commercial linkage fee for commercial development
3. A policy and procedures, to respond to changing market conditions, that will allow developers of approved for-sale development to temporarily hold units as rental units until improvements in the for-sale market

Key Questions

Staff identified and discussed key questions seeking to inform potential amendments:

1. Does the Committee support the reduction in the threshold to trigger the Ordinance from ten units to six units?
2. What should the level of affordability be for rental and for-sale housing developments?
3. For for-sale units, should the local Ordinance require an Equity Share Agreement consistent with DB Law and a forty-five year term consistent with AB 2011?
4. Should the local Ordinance affordable housing costs calculator be changed to be consistent with DB Law and AB 2011?
5. Should developers be given the option to pay an in-lieu fee and partial in-lieu fees without City Council approval?
6. Should the donation of land or production of off-site affordable housing units, subject to Council approval, be allowed to meet the local Ordinance requirements?
7. Should developers be offered reductions in the number of affordable units required to be produced if they provide a deeper level of affordability than required by the Ordinance?

1. Does the Committee support the reduction in the threshold to trigger the Ordinance from ten units to six units?

- The Ordinance imposes an affordability condition when any single development builds at least ten residential units, rather those are rental or for-sale units.
- Generally, residents preferred to lower the threshold triggering the imposition of including affordable housing to potentially a single unit via an in-lieu fee. Residents suggested that a development would not be required to actually produce an affordable unit until the development builds out at least five units.
- The development community preferred to leave the triggering threshold at ten units, though some would accept a requirement to pay an in-lieu fee for developments of less than ten units. Based on input from developers, if the threshold is lowered they also want the Ordinance to include the ability for staff to approve the payment of an in-lieu fee. See further discussion on payment of the in-lieu fee in question five.

Staff recommends that the obligation to comply with the Ordinance, whether it is for unit production or in-lieu fee payment, be required when a development builds at least six units. At six units the affordable housing in-lieu fees paid ($28,000- $36,000 per market rate unit depending on the product type), is approximately the cost of production of one unit.

2. What should the level of affordability be for rental and for-sale housing developments?

- Assuming that Council supports the increase in the inclusionary affordable housing production from ten percent to fifteen percent, staff recommends that the fifteen percent allocation within rental developments be such that one-third of the required units are at costs affordable to households of very low income and the remaining two-thirds be at costs affordable to low-income households.

Staff is seeking if the Community Services, Public Safety, Housing & Community Development committee direction on:

a) An allocation of fifteen percent within rental developments where one-third are rented at costs affordable to households of very low income and the remaining two-thirds are rented at costs affordable to low-income households; and

b) Support of option one related to for-sale developments for the full fifteen percent allocation to be sold at costs affordable to moderate income households; or

c) Support for option two related to for-sale developments one third of the fifteen percent required affordable units be sold at costs affordable to low income households and the remaining two-thirds be sold at costs affordable to moderate income households; or

d) Direction on another combination and level of affordability limits for for-sale or rental.

3. For for-sale units, should the local Ordinance require an Equity Share Agreement consistent with DB Law and a forty-five year term consistent with AB 2011?

- The Ordinance imposes a resale restriction agreement for a term of twenty years on affordable for-sale units. This resale restriction agreement allows the home to transact subsequent buyers but sets a controlled sales price at each transaction to ensure the home remains affordable to an income qualified buyer for the duration of the term.
- AB 2011 requires a term of forty-five years for for-sale units, whereas DB Law requires an agreement to share equity (no term)
- An equity share agreement on affordable for-sale units expires at the point of the first resale to a second buyer
- While this agreement terminates the affordable housing unit, it allows the seller and local jurisdiction to capture accrued equity appreciation which can then be used to permit other investments in affordable housing.
- Both residents and developers expressed mixed opinions on the type of agreement.

Staff recommends an equity share agreement, consistent with DB law for for-sale units, but with a term of forty-five years, consistent with AB 2011.

4. Should the local Ordinance affordable housing costs calculator be changed to be consistent with DB Law and AB 2011?

- The current Ordinance is inconsistent with DB Law and AB 2011 on how affordable housing costs are defined
- The Ordinance excludes the cost of maintenance and utilities from housing costs in a for-sale unit.
- For context, the price of the low income for-sale unit would be $239,000 and the eligible buyer income to be $92,350 if the affordable housing cost calculation is based on thirty percent of eighty percent of the area median income assuming a mortgage interest rate of 6.95%
- If a housing cost calculation of thirty percent of seventy percent of the area median income is used then the low-income sales price is $200,200 and the eligible buyer income is $80,780.
- Does the Community Services, Public Safety, Housing & Community Development committee support the above cost calculations?

4. Should the local Ordinance affordable housing costs calculator be changed to be consistent with DB Law and AB 2011? (continued)

The table below identifies the formula to identify the affordable housing cost within the current Ordinance, the DB Law, AB 2011 and the recommended revisions to the Ordinance

Income Range	Ordinance Affordable Housing Cost Compared to the Area Median Income	DB Law & AB 2011 rental Affordable Housing Cost Compared to the Area Median Income	DB Law & AB 2011 for-sale Affordable Housing Cost Compared to the Area Median Income	Recommended rental Affordable Housing Cost Compared to the Area Median Income	Recommended for-sale Affordable Housing Cost Compared to the Area Median Income
extremely low	NA	30% of 30%	30% of 30%	30% of 30%	30% of 30%
very low	30% of 50%	30% of 50%	30% of 50%	30% of 50%	30% of 50%
low	30% of 80%	30% of 60%	30% of 70%	30% of 60%	30% of 70%
moderate	NA	30% of 110%	35% of 110%	30% of 110%	35% of 110%

5. Should developers be given the option to pay an in-lieu fee and partial in-lieu fees without City Council approval?

- The current Ordinance requires Council approval when a developer seeks the payment of an in-lieu fee instead of producing affordable housing units onsite
- Neither AB 2011 or DB Law authorize the payment of an in-lieu fee
- Allowing administrative approval of the in-lieu fee would facilitate development by creating more certainty in the development process upfront which equates to a cost savings for developers
- Allowing administrative approval of the in-lieu fee is a potential increase in the number of developments paying in-lieu fees rather than building units, which could result in a lack of diversity within these developments and a potential loss of opportunity for lower income households to access higher resource areas
- The in-lieu funds could be used by the City to leverage funds for production of more affordable housing
- Staff favors the option to allow developers to pay the in-lieu fee on rental and for-sale projects rather than requesting approval from the City Council to pay the in-lieu fee

5. Should developers be given the option to pay an in-lieu fee and partial in-lieu fees without City Council approval? (continued)

- Staff also recommends that developers have the option to pay a partial in-lieu fee for electing not to construct a portion of the units required under the current Ordinance
- The fee would be calculated based on an adjusted fee that recognizes the higher affordability gap for low income for-sale units compared to moderate income for-sale units, and for very low income rental units compared to low income rental units
- For example, a rental project that constructs the required ten percent low income units but not the required five percent very low income units would pay an affordability gap fee of $16,691 per market rate unit ($333,823 x 5%; Table 21 of In-lieu Nexus Study)
- Therefore the adjusted partial in-lieu fee for five very low income units in a 100 unit rental project would be $1,669,100.

Does the Community Services, Public Safety, Housing & Community Development committee support administrative approval of the payment of in-lieu fees relative to the Ordinance and allow partial payment of in-lieu fees?

6. Should the donation of land or production of off-site affordable housing units, subject to Council approval, be allowed to meet the local Ordinance requirements?

The current Ordinance allows for an applicant to request Council approval to donate land or produce off-site affordable housing. Staff supports these options to remain in the Ordinance, but suggested the additions of the following parameters when Council considers the request.

Conceptually, if supported by Committee, the local Ordinance would:

A. Require that any land donation be entitled or require only a ministerial approval, be clear and clean for residential development, and have a minimum build out capacity of the required affordable units;

B. Require donated land to have the equivalent market value not less than the potential in-lieu fee; and

C. Other Ordinance considerations may be proximity to the original site, transit, affirmatively furthering fair housing protections and other affordable housing units.

Does the Community Services, Public Safety, Housing & Community Development Committee support the concept of allowing the donation of land or production of off-site affordable housing units, subject to Council approval, to meet the local Ordinance requirements?

7. Should developers be offered reductions in the number of affordable units required to be produced if they provide a deeper level of affordability than required by the Ordinance?

- The existing local Ordinance does not provide a reduction in the total number of affordable units when the developer provides a deeper level of affordability
- Staff does not support further development concessions or reduced parking because those are already provided for through DB Law and AB 2011
- Staff recommends offering the developer a reduction in the total required affordable units when they provide a deeper level of affordability
- For rental developments, staff recommends:
  a) Five very low-income units and ten low-income units; or
  b) Ten very low-income units and five market-rate units; or
  c) Seven extremely low-income and eight market-rate units; or
  d) Five extremely low-income units, eight very low-income units and two market-rate units as required by Assembly Bill 2011

Does the Community Services, Public Safety, Housing & Community Development Committee support the concept of allowing developers to reduce the number of affordable units required to be produced if they provide a deeper level of affordability than required by the Ordinance?

7. Should developers be offered reductions in the number of affordable units required to be produced if they provide a deeper level of affordability than required by the Ordinance?

- The existing local Ordinance does not provide a reduction in the total number of affordable units when the developer provides a deeper level of affordability; it is a one size fits all model.
- Staff does not support further development concessions or reduced parking because those are already provided for through DB Law and AB 2011
- Staff recommends offering the developer a reduction in the total required affordable units when they provide a deeper level of affordability
- For for-sale developments, staff recommends:

  a) Five low-income units and ten moderate-income; or

  b) Eleven low-income units and four market-rate units; or

  c) Seven very low-income units and eight market-rate units; or

  d) Five extremely low-income units and ten market-rate units.

Does the Community Services, Public Safety, Housing & Community Development Committee support the concept of allowing developers to reduce the number of affordable units required to be produced if they provide a deeper level of affordability than required by the Ordinance?

Timeline to Adoption

- Provided there is consensus amongst the Committee, staff will incorporate feedback from the Committee and present a draft Ordinance to the community in January 2023.
- Following that, a draft Ordinance will be considered by the Planning Commission in March 2023
- The Planning Commission recommendation will lead to a Council consideration and final adoption of the revised Ordinance by June 30, 2023

Recommendation

That the Community Services, Public Safety, Housing & Development Committee direct staff on seven individual policy questions, described in the report, related to potential revisions to the City of Oxnard inclusionary housing ordinance.

CITY OF OXNARD CALIFORNIA

End of Presentation

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

REPORTS
AGENDA ITEM NO. D.3

DATE: November 22, 2022

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

FROM: Ashley Golden, Assistant City Manager, (805) 385-7478, ashley.golden@oxnard.org

SUBJECT: Ordinance to Regulate Expanded Polystyrene. (15 minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee ("Committee") recommend Council approval of the EPS Ordinance to regulate the use and distribution of EPS food containers and products.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/iW_IWjtU1qc

BACKGROUND

EXECUTIVE SUMMARY

The Expanded Polystyrene (EPS) Ordinance is intended to apply to disposable foodware and products and packaging used or distributed by food providers, persons, and businesses as further defined in this report. The EPS Ordinance is proposed to ban the distribution of EPS food containers and products at restaurants, grocery stores, convenience stores, mobile food trucks/vehicles/food vendors, street and sidewalk vendors and outdoor food sales and other businesses. It is estimated that approximately 1,300 food providers, persons, and businesses would be subject to the EPS Ordinance. This primarily includes food providers, as well as warehousing and manufacturing businesses that use EPS in their packing, distribution, and shipping processes.

Polystyrene Information

Polystyrene Plastic includes EPS, also known by the trademark name Styrofoam™, and "rigid polystyrene plastic" or "rigid plastic". EPS is commonly used for single-use plates, cups, take-out food containers, and packaging materials. Rigid plastics are commonly used for straws, plastic cutlery, plastic containers, and drink lids. Both types of polystyrene plastic are not currently processable at local waste collection facilities and therefore are sorted out and sent to the landfill where they are slow to degrade, leach chemicals into the environment, and break down into microplastics that negatively affect local wildlife and marine animals. More detailed information on the negative environmental, health, and waste service impacts can be found in the February 22, 2022 Committee Staff report (see Attachment 1).

On July 28, 2022, the City of Oxnard adopted an ordinance (Ord. Number 3017) adding an article to the City Code restricting the distribution of single-use foodware accessories and standard condiments in accordance with Assembly Bill (AB) 1276. This ordinance regulated how foodware accessories that are commonly made

of “rigid polystyrene plastics" are distributed but it did not ban the use; this is proposed to be regulated in Step 2, as described below.

Within Ventura County, the cities of Thousand Oaks, Ojai, Ventura, Camarillo, and the County of Ventura have developed EPS bans with overlaps in banned materials (see Attachment 2). Only the City of Ojai has developed both an EPS and a rigid plastic ordinance ban. The City of Port Hueneme is in the process of developing an ordinance, while the cities of Moorpark, Santa Paula, and Simi Valley do not have plans to adopt an ordinance.

ANALYSIS/DISCUSSION

The EPS regulatory approach recommended by staff and supported by the Committee is a two-step, multi-year process:

- Step 1: Regulate EPS and non-encased EPS through the Draft EPS Ordinance presented in this report (see Attachment 3); and
- Step 2: Include the regulation of Rigid Plastic and other single-use plastic when Ventura County processing facilities become operational and compostable recycling markets to handle these products are developed. A local facility to handle recycling of rigid plastic and compostable foodware is anticipated to be available in the next few years.

Draft EPS Ordinance

Staff’s recommended EPS Ordinance bans the distribution of EPS food containers and products at restaurants, grocery stores, convenience stores, mobile food trucks/vehicles/food vendors, street and sidewalk vendors and outdoor food sales and other businesses to help reduce local EPS debris in our community and align with the City’s Climate Action Adaptation Plan (CAAP). This ban would also prohibit utilizing EPS for shipping processes, where alternative non-EPS material exists.

Materials Included in the Draft EPS Ordinance

Staff’s approach is consistent with Ventura and Thousand Oaks EPS Ordinance approaches. The EPS Ordinance would regulate the following types of products:

- All "Disposable foodware" or "disposables" meaning single-use, disposable products used for serving, transporting, or consuming prepared food, including but not limited to plates, bowls, trays, wrappers or wrapping, platters, cartons, hinged food containers (clam shells), condiment containers, cups or drink ware, or any other container in or on which prepared foods are placed or packaged for consumption made in whole or in part from EPS; and
- EPS products, packaging and cushioning material intended for the packaging of products, equipment, or other items, including but not limited to packing or packaging peanuts, popcorn, or noodles.

Exemptions to the Draft EPS Ordinance

The Draft EPS Ordinance exempts the following types of products:

1. Prepared food packaged outside the City, provided such food is not altered or repackaged within the City limits.
2. EPS insulated containers designed to safely transport by mail or common carrier prepared food, frozen goods, perishables, pharmaceuticals, biotech, and medical supplies in compliance with the Food and Drug Administration or other regulatory agency recommended temperatures.

3. EPS containers, plates, or trays for raw, butchered meats, fish, and/or poultry not manufactured or altered within the City.
4. Materials secured in response and due to an emergency or for a public health and safety requirement.
5. Construction products made from, or that include, EPS if the products are used in compliance with other City, State, and Federal provisions, codes, ordinances, or regulations.
6. EPS packaging products which have been received from sources outside the City may be reused to keep them out of the waste stream.
7. EPS materials used to ship goods produced within the City where viable alternatives are not available.
8. Other EPS products generated or manufactured outside of the City, including: shipping boxes, pool or beach toys, and other wholly encapsulated EPS products.

Businesses Subject to the Ordinance and Cost Differential

The EPS Ordinance is intended to apply to food providers, persons, and businesses as defined below:

- "Food provider" - Means any person or public agency, including the City, that distributes prepared food within the City to the public to be consumed on the premises or for take-away consumption. Food provider includes but is not limited to (1) a grocery store, supermarket, delicatessen, restaurant, drive-thru, quick-service food, cafe, cafeteria, coffee shop, snack shop, public food market, farmers market, convenience store, employee cafeterias operated at businesses located within the City or similar fixed place where prepared food is available for sale on the premises or for take-away consumption; and (2) any mobile store, food vendor, caterer, food truck, street and sidewalk vendors and outdoor food sales, vending machine or similar mobile outlet. "Food provider" also includes any business, organization, or group that regularly provides prepared food to its members or the public as part of its activities or services.
- "Persons"- Are defined in the Oxnard City Code (OCC) Section 1-3(O) as any individual, firm, association, organization, partnership, business trust, corporation or company.

In staff's work with the City's Business and Licensing Department, it is estimated that approximately 1,300 food providers, persons, and businesses would be subject to the EPS Ordinance. This primarily includes food providers, as well as warehousing and manufacturing businesses.

City staff have conducted research on the potential cost impact to food providers. This research indicated that on average, compliant materials cost $0.02 more per unit/disposable foodware (see Attachment 4).

Ordinance Implementation/Enforcement

The EPS Ordinance will take effect six (6) months after adoption to allow time for outreach to the impacted businesses and organizations, and coordination with City departments. This period will also allow businesses and organizations to use previously purchased non-compliant product(s) and receive information about resources for compliant products. This phased operative date of the EPS Ordinance is consistent with the implementation schedule of other jurisdictions.

It is recommended that there be a leniency period of six (6) months after adoption of the Ordinance and it will continue until 1 year from adoption of the Ordinance. Violators cited within the leniency period may submit proof of purchase of any non-EPS containing foodware or product in any amount totaling or exceeding the amount of the fine in order to comply with the Ordinance, in lieu of payment of any fine. The Ordinance will be fully enforced 12 months after adoption. Upon a first violation of any provision of the relevant OCC provisions, the City shall issue a written Notice of Violation to the offending establishment, person or business. If, after the specified correction period, the violation is not ceased or abated, violators of the Ordinance would

be subject to the City's general fine structure outlined in OCC, Chapter 1-10 (Violation of Code), which stipulates that every violation that the city attorney prosecutes as an infraction shall be punishable as follows:

1. A fine not exceeding $100 for a first violation of a code section or ordinance;
2. A fine not exceeding $200 for a second violation of the same code section or ordinance within one year; and
3. A fine not exceeding $500 for the third and every additional violation of the same code section or ordinance within one year.

As a best practice, a requirement to maintain purchase records for compliant non-EPS materials has been added to the Draft EPS Ordinance (Section 7-344) in the event compliance is in question.

Council Committee, Community Engagement and Outreach

On February 22, 2022, the Committee received an update on the City's efforts to prepare an EPS Ordinance (see Attachment 1 - February 22, 2022 Committee Packet). Three members from the community and one business advocate attended this meeting, and all supported the recommended approach identified in the report. The business advocate asked questions regarding the proposed cost differential between EPS and non-EPS materials, and if jurisdictions with EPS bans had reported supply chain challenges in securing compliant materials. Committee members did not have any questions, but recommended the removal of a previously considered carve out for non-profit organizations ("hardship provision"). The Ordinance aligns with the City's Climate Action and Adaptation Plan (CAAP).

Following the February 22, 2022 Committee meeting, City staff developed an interested parties list targeting businesses which may utilize EPS. The businesses identified were focused on: food establishments (fast food, restaurants, cafes, bakeries, grocery stores, mini markets, meat/fish, and coffee shops); wholesale/warehousing businesses; and mobile food vendors. In total, print and email outreach to approximately 1,300 businesses and organizations occurred. In addition, the notification included a link to the City's webpage to direct interested parties to this site and for interested parties to receive updates on the EPS work efforts (https://www.oxnard.org/polystyrene-ordinance/).

As a result of the various outreach efforts, a carve out for fish and meat processing facilities was added due to the lack of non-EPS compliant packing, distribution, and shipping alternatives. A survey that was developed showed general support for an EPS Ordinance, and the proposed six-month leniency period. Community concern was expressed regarding the cost associated with securing compliant products, and what would be covered by the EPS Ordinance. Staff's research indicated that supply chain issues are not an issue, product production is robust, and sources are readily available. Community concern was also expressed for development of a compliant material replacement program; bilingual materials; the identification of a dedicated non-compliant drop off location; and the date by when unused non-compliant materials should no longer be used. A summary of the staff outreach, engagement, and survey results can be found in Attachment 5.

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.

FINANCIAL IMPACT

Enforcement of this ordinance will occur as part of the Community Development Department/Code Compliance Division's normal operations. Enforcement will not be proactive and will follow typical site inspection processes.

Prepared by: Rosheil Ramirez, Data Entry Operator, Kathleen Mallory, Planning & Sustainability Manager, Chelsey Ballot, Deputy City Attorney

ATTACHMENTS

1. February 22, 2022 Committee Report
2. Summary of EPS Ordinances in Ventura County
3. EPS Ordinance
4. Summary of EPS compliant vs. non-EPS compliant cost.xlsx - FOAM Vendor Price Comparison (2)
5. Community Engagement and Outreach
6. Committee Slides - Expanded Polystyrene Ban Ordinance

CITY OF OXNARD CALIFORNIA

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

REPORTS
AGENDA ITEM NO. D.4

DATE: February 22, 2022

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

FROM: Vyto Adomaitis, Community Development Director, (805) 385-7882, vyto.adomaitis@oxnard.org

SUBJECT: Update on City Staff's Efforts to Prepare an Expanded Polystyrene Ban Ordinance. (0/10/10)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee ("Committee") receive an update on the City's efforts to develop an Expanded Polystyrene Ordinance.

Please click the following link to view the required Measure M pre-recorded presentation video:
https://youtu.be/Tkdp3TicONM

BACKGROUND

EXECUTIVE SUMMARY

The City is preparing a Climate Action and Adaptation Plan (CAAP). To achieve environmental and climate goals of the CAAP, one strategy is to regulate Polystyrene Plastics. Therefore, staff is developing an ordinance to ban Expanded Polystyrene.

Polystyrene Plastic includes "Expanded Polystyrene (EPS) and "rigid plastic". EPS, also known by the trademark name Styrofoam™, is commonly used for single-use plates, cups, take-out food containers, and packing materials. Rigid plastics are commonly used for drink lids, plastic straws, plastic cutlery, and plastic containers. For the purposes of this staff report and the proposed ordinance, staff is preparing regulations to only address EPS and non-encased EPS (commonly referred to as "flimsy" styrofoam coolers), not rigid plastics.

Staff's recommended approach to only address EPS and non-encased EPS is because at this time there are no compostable recycling facilities within Ventura County that can process compostable rigid plastics. Therefore, if the City includes these rigid plastics in the ordinance the City will be forcing products to the landfill because there is no local technology or equipment to process these items into a usable product. Staff's recommended approach to address Polystyrene Plastic is therefore a two step, multi-year process:

- Step 1: Regulate EPS and non-encased EPS; and
- Step 2: Include the regulation of Rigid Plastic, and other single use plastic when Ventura County processing facilities become operational and compostable recycling markets to handle this product are

developed. A local facility to handle compostable foodware is anticipated to be available in the next few years.

EPS Polystyrene Information

EPS, which is a form of polystyrene, is a petroleum-based lightweight plastic material that can be formed into many different products. EPS is used for disposable, single-use food service containers, also referred to as food service ware, which comes in many different forms such as plates, cups, bowls, trays and lidded containers, known as clamshells. EPS is frequently used by restaurants and food establishments, including mobile food trucks/vehicles/food vendors, street and sidewalk vendors and outdoor food sales, as containers for take-out food orders or to bring home leftover food after dining. In some cases EPS may be used as the primary servicing mechanism or food ware, rather than ceramic or plastic reusable alternatives.

Negative Environmental and Health Impacts

EPS is slow to degrade, and if disposed of improperly, the product can leach chemicals into the environment harming water sources. EPS manufacturing is an enormous creator of hazardous waste. Due to its fragility and weight, this litter is one of the most prevalent and hard-to-remove items found on our storm drains, creeks, rivers, beaches, parks and open space. EPS breaks down into smaller microscopic particles, microplastics. These microplastics are commonly ingested by marine animals and can lead to starvation as the animals' stomachs fill with indigestible plastic. Larger pieces can suffocate or entangle sea creatures. EPS has the potential to carry and absorb various harmful pollutants and are commonly mistaken for food by local wildlife and marine animals. Ingesting these materials can cause digestive issues for the animals and contribute to the growth and accumulation of toxins within the food chain.

Confusion on Recyclability

Packaging and containers are imprinted with a recycling symbol with a number in the center. Consumers and food providers may incorrectly interpret this symbol to be an indicator that the product is recyclable; this symbol does not guarantee a product is recyclable in any jurisdiction. To successfully recycle EPS materials, they specifically need to be clear of oils, food residue, tape, cardboard material, and all possible contaminants which makes it difficult and costly to process. EPS is not recycled locally on a large scale; further, no EPS foodware products are recycled locally.

City of Oxnard Waste Services

The City of Oxnard is the City's designated waste hauler (i.e., collection of trash, recycling, and organics) for all sectors of waste in the community (residential, commercial, industrial, and agricultural). In the City of Oxnard, the City recycles most hard plastics (i.e., water bottles, drink containers, etc.), numbers 1 through 7, with the exception of EPS. Any commodity based product which can be recycled by the City is bailed and sold on the recycling market. Trash and EPS products are disposed of at the Simi Valley Landfill and green waste is disposed of at two Agromin sites; Santa Paula and Simi Valley.

ANALYSIS/DISCUSSION

Staff's Recommended EPS Approach

Staff is proposing a multiple step EPS Ordinance. Given that there are local EPS recycling opportunities which are financially feasible, Step 1 of an EPS Ordinance would ban the distribution of EPS food containers at restaurants, grocery stores, convenience stores, mobile food trucks/vehicles/food vendors, street and sidewalk vendors and outdoor food sales and other businesses will help reduce local litter issues and reduce EPS debris

in our community. The EPS Ordinance is targeted to address food containers, single-use plates, cups, take-out food containers, and packing materials generated within the City.

Step 2 would be initiated when a Ventura County facility capable of processing this material becomes available. This step would involve the ultimate goal of banning non-compostable single use plastics (plastic lids, non- compostable cutlery, and plastic straws) in the City. Within Ventura County, the cities of Thousand Oaks, Ojai, Ventura, Camarillo, and the County of Ventura have developed EPS / Single Use Disposable Plastics (SUD) bans; with, to varying degrees, additional prohibition regarding coolers and non-encased EPS. Only the City of Ojai has developed both an EPS/ SUD and rigid plastic ordinance ban. The cities of Moorpark, Santa Paula, Simi Valley, and Port Hueneme do not have plans to adopt an ordinance either due to staff resources, and/or Council priority.

A summary of Staff's review of the Ventura County Ordinances (also summarized in Attachment A, more broadly with links to other California cities) is as follows:

City[3]	Businesses[1]	Banned Materials[2]	Exemptions	Enforcement
Camarillo*	• City Facilities • City Contractors • Vendors • Event Promoters • Food Providers • Food Distributers	• All containers used to hold prepared food or drinks.***NOT** including straws, cup lids, utensils • Ice chests/cooler not encased by other durable materials • Pool and beach toys containing EPS • Packing Materials (e.g. packing peanuts)	• Food prepared/ packaged outside city limits. • Public health, safety, or medical requirement. (e.g. meats, medications, etc.) • Local declared emergency • Undue hardship practical difficulty approved by City Manager • Items encapsulated by more durable materials intended for reuse. • Construction products* (Ojai)	• Written warning first violation • Subsequent violations subject t fine. • Each individual sale is a separat violation
Ojai		• **All** containers used to hold prepared food or drinks- **Including** Straws, lids, and utensils. • Ice chests/cooler not encased by other durable materials • Pool and beach toys containing EPS • Packing Materials (e.g. packing peanuts)		• First violation (no more than $50.00) • Second Violation (no more thar $100.00) within one year. • Third violation (no more than $250.00) within one year • Appropriate purchase receipt a least equal to the amount after citation
Thousand Oaks*		• All containers used to hold prepared food or drinks. ***NOT** including Straws and utensils upon request • Packing Materials (e.g. packing peanuts) • Ice chests/cooler not encased by other durable materials		• Each violation of the code is a separate offense. • Written warning first violation with a cease date. • Subsequent violations subject t fine.
Ventura*		• All containers used to hold prepared food or drinks.***NOT** including straws, cup lids, utensils • Ice chests/cooler not encased by other durable materials		• Each violation of the code is a separate offense. • Written warning first violation with a cease date. • Subsequent violations subject t fine.
Ventura County (Parks & Events)	• Vendors • Franchisees • Lessees • Contractors • Commercial food and beverage purveyors • Event Organizers & Vendors	• All Expandable Polystyrene food service products	None	• Violation of park regulations is subject to a $30.00 fine for eacl violation. • Ejection from the park.

*The cities of Ventura, Thousand Oaks, and Camarillo ordinances only address EPS products at this time. Depending upon local processing capabilities, the cities of Ventura and Camarillo may regulate rigid plastics in 2022; hardship for EPS based enforcement through 2023.

Materials to be Included in the Proposed EPS Ordinance

Staff's approach is consistent with Ventura and Thousand Oaks EPS Ordinance approaches. The EPS Ordinance would regulate the following types of products:

- All EPS products using polystyrene/containers: service ware for takeout food or leftovers - clamshells, bowls, plates, trays, cartons, cups, beverage containers; and
- Styrofoam coolers, containers, and ice chests sold within the City would be required to be encased by plastic (i.e., flimsy EPS only coolers would be prohibited).

The EPS Ordinance will exclude lids, plastic straws, stirrers, forks, spoons, knives, and other items designated for one-time use for prepared foods including without limitations until such time as a local recycling facility is able to accommodate rigid plastics. As information, plastic straws are still permitted to be distributed within food establishments but only upon request (Assembly Bill - AB1884).

Exemptions to the Proposed EPS Ordinance

Staff intends to prepare an Ordinance which exempts the following types of products:

- Prepared food packaged outside the City, provided such food is not altered, packaged or repackaged within the City limits.
- EPS insulated containers designed to safely transport by mail or common carrier prepared food, frozen goods, perishables, pharmaceuticals, biotech, and medical supplies in compliance with the Food and Drug Administration or other regulatory agency recommended temperatures.
- EPS containers, plates or trays for raw, butchered meats, fish and/or poultry.
- Emergency supplies; materials secured in response and due to an emergency/public health and safety. The City may exempt a food provider or beverage provider when there is a public health and safety requirement or medical necessity to use an otherwise prohibited food ware product.
- During a locally declared emergency, the City, emergency response agencies operating within the City, users of City facilities, and food providers shall be exempt from the Ordinance provisions.
- Construction products made from or that include EPS would be exempted if the products are used in compliance with other City and State provisions, codes, and regulations.
- EPS packaging products which have been received from sources outside the City may be reused to keep them out of the waste stream. (i) Shipping of manufactured goods produced within the City where viable alternatives are not available.
- Materials generated outside of the City would be exempt from the Ordinance. This would include: shipping boxes, pool or beach toys, packing peanuts, or other packaging materials.

Businesses Subject to the Ordinance

Staff intends to prepare an EPS Ordinance which applies to the following types of businesses:

- Food Establishments - Including but not limited to grocery stores/supermarkets, restaurants, quick-service food, mobile food trucks/vehicles/food vendors, street and sidewalk vendors and outdoor food sales, or other places of business in the City that primarily operate to sell or convey food products to be consumed by the public. This includes a cafe, sit down and drive-thru restaurants/fast food establishment, cafeteria, coffee shop, snack shop, public food market, farmers' market, convenience store, or similar brick and mortar and mobile places where prepared food is available for sale on the premises or for take-away consumption. Food establishments/providers also include any business, organization, group or individual that regularly provides prepared food to its members or the public as a part of its activities or services.
- Vendors operating in the City; City events; events and festivals in the City (See Attachment B)

The Ordinance would include a hardship provision which would allow for phased implementation for non-profit organizations. These organizations and those that demonstrate hardship through an established non-profit status may claim undue hardship or practical difficulty. Specific examples of organizations which may be subject to phased implementation include: The Rescue Mission, Lighthouse for Women and Children, etc.. The City Manager or designee may approve a one-time, one year exemption of the EPS Ordinance requirements.

The City's Business and Licensing Division, has estimated that there are approximately 500 food establishment types of businesses which could potentially be affected by the EPS Ordinance. Through EPS Ordinance development, additional research will be conducted to determine the potential impact on the industrial and wholesale restaurant industries. The estimated 500 businesses does not take into account industrial-based businesses.
See the next steps portion of this staff report for information outreach.

Timing for Implementation of the Ordinance/"Operative Date"

Staff recommends allowing for 6 months after adoption of the Ordinance for it to become effective. This will allow for various forms of outreach to the affected businesses, non-profit organizations, and coordination with various City departments and organizations. Additionally, waiting to enforce the Ordinance will also allow businesses to use up previously purchased non-compliant product(s).

The phased operative date of the EPS Ordinance is consistent with approaches implemented in other jurisdictions. With that in mind, the EPS Ordinance will be crafted as follows:

- Ordinance Adoption - Information will be disseminated to businesses, nonprofits, and others that may be impacted during the 6 months after adoption to inform those subject to regulation. The Ordinance will not be enforced until the 6th month.
- Ordinance Implementation - The ordinance would be effective 6 months after adoption. For the 6 months after the effective date (total of 12 months from adoption date), enforcement of the ordinance will be lenient. See the recommended enforcement approach, below.

Ordinance Implementation/Enforcement

Ultimately, securing compliance with the Ordinance is the goal. Therefore, the intent is to garner compliance through non-punitive and creative means. The Ordinance will be written to allow violators who are cited to submit proof of purchase of ordinance compliant product in an amount equal to or greater than the fine; compliant product purchased will be permitted, in lieu of payment of any fine to be levied (for months 6-12 after adoption - known as leniency enforcement period). Within Ventura County, this model is being used in the City of Ojai.

Any person or entity that fails to comply with Oxnard Municipal Code (OMC) and each violation of the OMC shall constitute a separate offense. The City may also seek to enforce violations of the relevant OMC through the City's civil penalty procedure. Upon a first violation of any provision of the relevant OMC provisions, the City shall issue a written Notice of Violation to the offending establishment, person or entity. The Notice of Violation shall specify the violation(s), a date by which the violation(s) must be ceased and abated. If, after the specified correction period, the violation is not ceased or abated violators of the Ordinance would be subject to the OMC, Chapter 1-10 (Violation of the Code) which stipulates:

C) Every violation that the city attorney prosecutes as an infraction shall be punishable as follows:
(1) A fine not exceeding $100 for a first violation of a code section or ordinance;
(2) A fine not exceeding $200 for a second violation of the same code section or ordinance within one year;

and

(3) A fine not exceeding $500 for the third and every additional violation of the same code section or ordinance within one year.

Fines, as stipulated above, would begin 12 months after Ordinance adoption; leniency via product purchase offsetting violation costs would be suspended after 12 months.

Next Steps/Community Outreach

The goal of the City's outreach is to help businesses find affordable compliant products that work for their business needs. City staff and volunteers will help to ensure that the transition away from EPS is as smooth and affordable as possible for the business community. City staff will develop resources to help businesses, and provide one-on-one assistance as needed. Staff will also engage with the Chamber of Commerce, business community, community organizations, and non-profit organizations in EPS Ordinance development; these work efforts will occur in March/April. Public outreach would occur throughout the Spring and Summer. The finalization of the draft EPS Ordinance would occur in Summer 2022 for City Council approval of the final Ordinance in Summer/Fall 2022.

A specific outreach strategy will be developed both for ordinance development and ordinance implementation. Possible outreach methods include surveys, social media, mailers, meetings, and door to door conversations with affected businesses.

STRATEGIC PRIORITIES

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.

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.

FINANCIAL IMPACT

The development of the ordinance does not require additional financial resources. The Sustainability Division, housed with Community Development, is a newer division with limited staffing. As the work plan continues to evolve through the development of the CAAP a comprehensive staffing planning will be developed and presented to Council at a later date.

In Ventura County, the cities of Thousand Oaks and Ventura have staffed their EPS Ordinance Implementation efforts through either their Sustainability Division and /or Green Business coordinator. Impacts to Code Compliance have been minimal due to proactive City measures, hiring of summer intern assistance for canvassing businesses, and facilitatory approaches.

Prepared by: Kathleen Mallory, Planning & Sustainability Manager

ATTACHMENTS

1. Attachment A: Summary of Ordinances
2. Attachment B: Summary of City Festivals and Events
3. Attachment C: Staff Presentation

Polystyrene Ordinance Research
(Local Ordinances and Peer Cities)

Local Ordinances:

1. Ojai

a. Placement:
    i. Title 5: Sanitation and Health
        1. Chapter 14: Environmentally Acceptable Packaging Material
b. Banned materials
    i. All containers, clamshells, bowls, plates, trays, cartons, cups, beverage containers, lids, straws, stirrers, forks, spoons, knives, and other items designated for one-time use for prepared foods including without limitation service ware for takeout food or leftovers.
    ii. Coolers, containers, ice chests, shipping boxes, pool or beach toys, packing peanuts, or other packaging materials
c. Included Businesses
    i. All City of Ojai facilities
    ii. All contractors in performance of City Contracts and events promoters
    iii. Food Providers- any individual, business, vendor, organization, entity or group including food establishments
    iv. Food Establishments- all sales outlets, stores, shops, vehicles, or other places of business in the City that primarily operate to sell or convery food products.
d. Exemptions
    i. Encapsulated styrofoam goods intended for reuse- e.g. coolers, surfboard, boats, life preservers, etc.
    ii. Undue hardship in writing to be approved by City Manager (1 year exemption with appeal process)
        1. Can be granted in whole or in part
    iii. Foods prepared outside of city limits to be sold in city limits.
    iv. Packaged meats
    v. Construction materials
    vi. Emergency Supplies
    vii. Products that were received from sources outside may be reused.
e. Phased or blanket?
    i. Effective July 2014 following January 2014 approval
f. Enforcement
    i. (1) a fine not exceeding fifty dollars ($50.00) for a first violation; (2) a fine not exceeding one hundred dollars ($100.00) for a second violation of the same law within one year; and (3) a fine not exceeding two hundred fifty dollars ($250.00) for each additional violation of the same law within one year. Every violation determined to be a misdemeanor shall be punishable

by: (1) a fine of not more than five hundred dollars ($500.00); or (2) imprisonment in the City or County Jail for a period up to six (6) months; or (3) both a fine and imprisonment. The court having jurisdiction to impose sentence shall determine the punishment within the limits prescribed herein for the violation.

ii. The City Manager or his/her designee may allow the violating provider, in lieu of payment of any fine levied, to submit receipts, in an amount at least equal to the amount of the fine, demonstrating the purchase after the citation date, of an amount of biodegradable, compostable or recyclable products appropriate as an alternative disposable food service ware.

g. Notes:
    i. All food providers are mandated to utilize biodegradable, compostable, reusable, or recyclable options.

2. Thousand Oaks

a. Placement:
    i. Title 6: Sanitation and health; Chapter 6: Prohibition on the use, distribution, and sale of expanded and rigid polystyrene products, food service ware, and utensils. And restrictions on distribution of plastic straws
b. Banned materials
    i. single-use, disposable products used for serving, transporting, or consuming prepared food
    ii. plates, bowls, trays, wrappers or wrapping, platters, cartons, hinged food containers, condiment containers, utensils, cups or drink ware, or any other container in or on which prepared foods are placed or packaged for consumption.
    iii. expanded polystyrene loose fill packaging and cushioning material, such as foam peanuts, packing peanuts, foam popcorn or packing noodles, intended for the packaging of products, equipment, or other items.
c. Included Businesses
    i. Any person or establishment that provides or sells prepared foods within the CIty to be consumed by the public
    ii. a grocery store, supermarket, delicatessen, restaurant, drive-thru, cafe, cafeteria, coffee shop, snack shop, public food market, farmers' market, convenience store, or similar fixed place where prepared food is available for sale on the premises or for take-away consumption; and (2) any mobile store, food vendor, caterer, food truck, vending machine or similar mobile outlet. Food provider also includes any business, organization, group or individual that

regularly provides prepared food to its members or the public as a part of its activities or services.
    iii. City facilities
    iv. City events
d. Exemptions
    i. Food packaged outside of the city such that it is not alters or repackaged within city limits
    ii. Containers plate or trays used for raw or butchered meats, fish, or poultry.
    iii. Food ware brought in by individuals for personal consumption
    iv. Public Health and Safety requirement
    v. Locally declared emergency
    vi. Construction products
    vii. Products that have been received for from sources outside the city that might be reused to keep them out of the waste stream
    viii. Shipping of manufactured goods produced within the city where viable alternatives are not available
    ix. City manager to approve hardship waiver annually
        1. Effective within 30 days
        2. Waiver fee charged to be sufficient to cover the cost of processing.
e. Phased or Immediate?
    i. Passed October 2020, Effective January 2022
f. Enforcement
    i. Inspections by compliance officers
    ii. Each violation constitutes a separate offense
    iii. First violation is a written notice with a cease by date. Persistence/ subsequent offenses result in fines.
g. Notes:
    i. Plastic Utensils & straws are not to be automatically distributed- only upon request

3. Ventura

a. Placement:
    i. Division 8: Public Health and Safety Regulations
        1. Regulating Expanded Polystyrene Food Containers
b. Banned materials
    i. Disposable Food Containers include clamshells, bowls, plates, trays, cartons, and cups, including, without limitation, food containers for takeout foods or leftovers
c. Included Businesses
    i. Any person or persons providing or selling prepared food

        1. A grocery store, supermarket, restaurant, drive-thru, café, coffee shop, snack shop, public food market, farmer's market, convenience

store, or similar fixed place where Prepared Food is available for sale on the premises or for take-away consumption;
2. Any mobile store, food vendor, caterer, food truck, vending machine, or similar mobile outlet;
3. Any Franchise restaurant, drive-thru, café, coffee-shop or the like
4. Any organization, group, or individual that regularly provides Prepared Food to its members or the general public as a part of its activities or services.

ii. All City facilities
iii. Vendor or promoters within the city

d. Exemptions
   i. Single-use items like straws, cup lids, or utensils or disposable packaging for unprepared foods.
   ii. Undue hardship or practical difficulties
      1. Public Works Director to grant a one time exemption for up to one year
      2. All decisions are final
   iii. Public Safety and Health
   iv. Prepared foods outside of the city
   v. Local emergency
e. Phased or Immediate?
   i. Immediate effective July 1, 2021- approved 9/22/2020. A one-year exemption is available for food and beverage service providers experiencing financial hardships or practical difficulties from the ordinance
f. Enforcement
      1. Written warning with specifying violation and appropriate penalties for future violations
      2. Each sale is a separate violation

4. Camarillo

a. Placement:
b. Banned materials
   i. all containers that are used to hold prepared food or drinks.
   ii. clamshells, bowls, plates, trays, cartons, and cups, including, without limitation, food containers for takeout foods or leftovers from partially consumed meals prepared by food providers.
   iii. Containers not wholly encapsulated or encased by a more durable material
c. Included Businesses
   i. any person or place that provides or sells prepared food within the City to the general public to be consumed on the premises or for take-away consumption
      1. A grocery store, supermarket, restaurant, drive-thru, café, coffee shop, snack shop, public food market, farmer's market, convenience

store, or similar fixed place where Prepared Food is available for sale on the premises or for take-away consumption;
2. Any mobile store, food vendor, caterer, food truck, vending machine, or similar mobile outlet;
3. Any Franchise restaurant, drive-thru, café, coffee-shop or the like
4. Any organization, group, or individual that regularly provides Prepared Food to its members or the general public as a part of its activities or services.

ii. City Facilities
iii. City contractors in performance of city contracts
iv. Public Health and Safety

d. Exemptions
   i. This does not include single-use disposable items such as straws, cup lids, or utensils, nor does it include single-use disposable packaging for unprepared foods prepared outside of the City.
   ii. Undue hardship or practical difficulty
      1. City manager or designee to approve one-time one year exemption
      2. All decisions are final

e. Phased or Immediate?
   i. Blanket- effective January 2022 approved/adopted Jul 28, 2021
f. Enforcement
   i. Written warning subject to fines after first offense
   ii. Each sale or other transfer constitutes a separate offense
   iii. Infraction penalties as follows: (Per their municipal code)
      1. First violation not to exceed $100
      2. Second violation not to exceed $200 of the same code within one year
      3. Third violation not to exceed $500 each additional offense of the same code within one year

5. Ventura County

a. Placement:
   i. Article 6 : Public health and Sanitation
b. Banned materials
   i. expandable polystyrene food containers, bowls, plates, trays, cartons, and cups that are not intended for reuse, on or in which any foods or beverages are placed or packaged
c. Included Businesses
   i. Special events in County Parks that are sponsored or co-sponsored by the county
   ii. Event organizers, event vendors, and other orgs in agreement for events
   iii. Any vendor in a written agreement with the County for an event.

d. Exemptions
    i. Does not apply to spectators or event guests
e. Phased or Immediate?
    i. Immediately adopted
f. Enforcement:
    i. Violation of park regulations is subject to a $30 fine for each violation unless another amount is provided.
    ii. Ejection from the park
    iii. Appeals need to be written and filed within 10 calendar days of the written order.

Peer Cities

1. Watsonville

a. Placement: Title 6: Sanitation and Health
b. Banned materials
    i. All to-go containers using plastic or plastic foam are banned- silverware, cups, plates, straws, stirrers, lids, cups, cartons
    ii. Plastic Straws only given on request, no straws given or out for distribution. Straws can't be wrapped in plastic.
    iii. Plastic foam products that are to go containers, shipping boxes, packaging peanuts, pool or beach toys, or any polystyrene item not encased in durable plastic
c. Included Businesses
    i. City Contractors, vendors, promoters in city contracts
    ii. All City facilities- prohibited from use
    iii. Food providers within the city & all special event providers
d. Exemptions
    i. Food prepared or packaged outside of the city and sold inside the city are exempt but they are encouraged to follow.
    ii. Exemptions may be made if vendor can demonstrate public health need and safety requirement of medical necessity for product
        1. (a) Products made from plastic foam that is fully encapsulated or encased by a more durable material are exempt from this Chapter. Examples include surfboards, boats, life preservers, and craft supplies, which are fully encapsulated, and durable coolers not principally composed of plastic foam.
        2. Construction products
        3. Situations deemed an emergency by City Manager
e. Phased or Immediate?
    i. Effective 30 day immediately after approval- approved July 2019
f. Enforcement
    i. Effective 30 days after final adoption

ii. One year exemption after written testimony provided indicating hardship approved by the director. All decisions are final.
iii. Extensions are possible but need to be approved by the director with any additional documentation. Approval can occur in while or in part with or without conditions.

g. Notes:
    i. Enact a single use fee for any single use (compostable required) fee for beverages. Customers notified on signs and on phone.WIC card or voucher are waived of this fee. No charge if a customer brings their own container. Fee enacted 5 months from ordinance date
        1. Reusable cups are okay to be refused at seller discretion for sanitation and health purposes.
    ii. Foodware must be compostable.
    iii. Compostable receptacles must be available
    iv. Encourages charge for to-go service fees, $.10 allowance.

2. Salinas

a. Placement: Chapter 14: Garbage, Recycle, And Weeds
b. Banned materials
    i. All Polystyrene foam containers
c. Included Businesses
    i. Food providers
    ii. All City of Salinas facilities, city contractors, or special events
    iii. All distributors
d. Exemptions
    i. No exemptions for food providers
    ii. One year exemption in writing determined by city manager if acceptable, all decisions are final.
    iii. Food prepared or packaged outside of the area except for things packaged or prepared in connection with a special event within the city.
    iv. Polystyrene foam coolers and ice chests are acceptable for food providers with the intent of reuse.
    v. Use only in emergency situations:
        1. During an emergency requiring immediate action to prevent or to mitigate the loss of impairment of life, health, property or essential public services, persons providing emergency relief are exempt from the provisions of this article until such time as the emergency has ceased.
e. Phased or Immediate?
    i. Adopted Aug 23, 2011- effective after 6 months
f. Enforcement
    i. 180 days after the effective date to use remaining stock. Voluntary compliance within that period.
    ii. City Manager decides how implementation and enforcement goes (including inspections and how it should be monitored)

iii. Violation of this article is a misdemeanor. Violations can be prosecuted administratively. Citations may be issued by persons designated by the City Manager.
iv. First violations a warning of possible repercussions. No more than 30 day to comply and a fine is paid.
1. In lieu of the fine of the first administrative citation, a receipt demonstrating a purchase of at least $100 of compliant materials can be submitted.

g. Notes:
i. Policy goal to include all vendors distributing to Salinas to follow, city encourages all nearby establishments to comply..
ii. All food providers shall utilize biodegradable, compostable, or recyclable products
iii. City Manager or designee needs to approve/determine if allowable otherwise.

3. Richmond

a. Placement: Article 9: Health
b. Banned materials
i. all containers, bowls, plates, trays, cartons, cups, and other items that are designed for one-time use for Prepared Foods, including service ware for takeout foods and/or leftovers from partially consumed meals prepared by Food Providers.
ii. This term does not include lids, straws, forks, spoons or knives.
c. Included Businesses
i. Food providers-
1. Vendor, business, organization, entity, group, or individual including restaurants for retail food establishments.
ii. All City facilities and events
iii. City franchisees, contractors and vendors doing business with the City
d. Exemptions
i. Foods packaged outside of Richmond
ii. Foods packaged foods prepared to go outside of Richmond
iii. Expanded polystyrene coolers and ice chests intended for reuse.
iv. Aluminum containers
v. Emergency use
e. Phased or Immediate?
i. Immediate effective 8 months post approval
f. Enforcement
i. Compliance checks
ii. There is a written warning notice after first offense
iii. Violation must be corrected after 30 days and if not, it is a misdemeanor. Violations after that follow their administrative citation process (fines, etc.)
g. Notes:
i. Richmond has a closed loop recycling system for aluminum foil.

4. Long Beach

a. Placement: Title 8- Health and Safety
b. Banned materials
    i. All non-recyclable or non-compostable containers exhibiting a recycle code other than 6
    ii. Whole or in Part polystyrene Meat and fish trays, Produce trays, Egg cartons
    iii. Plastic or bioplastic straws
    iv. Polystyrene beads for crafts, fillers for bean bags or coolers
c. Included Businesses
    i. Food Providers:(1) a grocery store, supermarket, restaurant, drive-thru, cafe, coffee shop, snack shop, public food market, farmers market, convenience store, or similar fixed place where prepared food is available for sale on the premises or for take-away consumption, and (2) any mobile store, food vendor, caterer, food truck, vending machine or similar mobile outlet. "Food Provider" also includes any Franchise restaurant, drive-thru, café, coffee-shop or the like. "Food Provider" also includes any organization, group or individual that regularly provides prepared food to its members or the general public as a part of its activities or services.
    ii. City facilities that are renter, leased, or otherwise being used for city permission
        1. City will take a security deposit if they are in violation. Renting or leasing parties are responsible for their actions
    iii. City sponsored events, activities, and city meetings open to the public.
    iv. The City, its departments, its City contractors, agents, and employees acting in their official capacity, shall not purchase, acquire or distribute for public use any polystyrene food service ware or disposables that are neither Recyclable or Compostable, or Polystyrene Coolers.
    v.
d. Exemptions:
    i. “Small food provider”: a person or place that provides or sells prepared food within the City to the general public to be consumed on the premises or for take-away consumption, seating one hundred (100) or fewer persons.
    ii. Food prepared and packaged outside of the city- provided food is not altered and repackaged within the city limits
    iii. Coolers and ice chests defined as something other than polystyrene
    iv. Food brought by individuals for personal consumption to city facilities
    v. City sponsored events and permitted events authorized or permitted prior to implementation. If multi permitted- 1 year to comply
    vi. Emergency use
    vii. Plastic beverage straws available upon request per ADA
    viii. Exemptions are to be filed to the director including all documentation- granted up to 1 year with or without conditions. Director decision effective

within 10 days of the decision and decision may be appealed. Appeal must be submitted within 3 days

e. Phased or Immediate?
    i. Phased
        1. City facilities, contractors, and sponsored events on or after 3 months (Original 2018 Ord)
        2. Food providers- 9 months after approval (Original 2018 Ord)
        3. Small food provider- 18 months after approval (Original 2018 Ord)
        4. Beads/ bean bags/ coolers- 18 months after approval (Original 2018 Ord)
        5. Retail sales on or after October 2020 (revision approved Feb 26, 2020)
f. Enforcement
    i. This ordinance is included in their Environmental Health inspection.
    ii. Administrative Citation- funds from fines will go to implementation and enforcement costs.
    iii. Straws and utensils provided upon request.
    iv. 3 months to adopt ordinance for City facilities, contractors, and permitted city events.
    v. 9 months to adopt by Food Providers
    vi. 18 months for small food providers
    vii. 18 months for selling or distributing or polystyrene beads for crafts or filler.
g. Notes:
    i. Responsible parties: Health Officers, or designee & Public Works Director, or Designee

5. Hayward

a. Placement: Article 5: Sanitation and Health
b. Banned materials
    i. not limited to, plates, cups, bowls, trays and hinged or lidded containers made of polystyrene. This definition does not include single-use disposable straws, utensils or hot cup lids.
c. Included Businesses
    i. Food Vendors
        1. Anywhere food is prepared or provided for public consumption including grocery stores, delis, any stores.
    ii. City Facility Users
        1. Anyone permitted to utilize a city owned space like parks, buildings,roads, sidewalks, etc. (e.g. sidewalk vendors, events, etc.)
d. Exemptions
    i. Foods pre packaged outside for city limits
    ii. Coolers and Ice chests that are intended for reuse
    iii. Hardships cases presented to City manager

1. Exceptions granted by City manager upon review of written statements with supplemental documentation.
2. All decisions are final

iv. Emergency

e. Phased or Immediate?
   i. Approved October 19 2010 effective July 1, 2011
f. Enforcement
   i. City Manager designates enforcement
   ii. Written warning first and subsequent violations are subject to penalties
      1. Fines are established by a resolution through council
      2. Administrative hearings can be requested to challenge the validity of the citation.
   iii. Each sale of polystyrene foam shall constitute a separate offense.
g. Notes:
   i. All included businesses must use recyclable or compostable products for disposable foodware.

6. Daly City

a. Placement: Title 8: Health and Safety
b. Banned materials
   i. Polystyrene-based food service ware for providing prepared foods- not including raw animal products (e.g. eggs, meat, fish, raw foods to be cooked)
c. Included Businesses
   i. Licensed retail food establishments that provide prepared food at a retail level
   ii. Vendor, business, organization, entity, group, or individual
d. Exemptions
   i. Prepackaged foods
      1. Properly labeled packaged foods to prevent human contact with product upon distribution from a manufacturer, prepared by an approved source.
   ii. Coolers and ice chests intended for reuse
   iii. Requests for exemption for hardship purposes available
      1. Application process must be written with supplementary material to the Environmental Health Division.
      2. Decisions effective immediately and are final. No appeals
      3. Exemptions may be granted for up to one year and reapplication must occur prior to the one year mark in one year intervals.
e. Phased or Immediate?
   i. Immediate- Effective 30 days after approval (approves August 13 2012)
f. Enforcement
   i. Violators are fined
      1. fines not to exceed $100 for first violation
      2. Not to exceed $200 for second violation

3. Not to exceed $500 for 3rd and subsequent violations

ii. Each day that a vendor uses noncompliant containers would constitute a separate violation

iii. Notices will be served on the food vendor containing hearing information for contesting the fine
    1. Contesting the fine would either be that they do not use the containers OR they would qualify for an exemption

iv. Failure to pay a fine within 30 day of notice goes to a collection agency.

List of California Jurisdictions with Polystyrene Ordinances

Source: Californians Against Waste

https://www.cawrecycles.org/polystyrene-local-ordinances

Jurisdiction	Adoption Date	Type*	Description
Alameda	2008	REST	Expanded polystyrene ban, requirement that all takeout food packaging be compostable.
Alameda County	2015	REST	Polystyrene ban for all disposable food service items, with a requirement for recyclable or biodegradable replacements.
Albany	2008	REST	Expanded polystyrene ban, requirement that all takeout food packaging be compostable or recyclable.
Aliso Viejo	2005	GOV	Government facility expanded polystyrene ban. Ordinance #2004-060
Arcata	2015	FULL	Ban of distribution and sale of polystyrene food packaging products.
Arroyo Grande	2016	FULL	Expanded polystyrene ban for both distribution and sale, with a requirement that all disposable food containers be biodegradable, compostable or recyclable.
Avalon	2017	REST	Ban on the distribution of expanded polystyrene food containers for prepared foods.
Belmont	2012	REST	Expanded polysytrene ban (San Mateo County ordinance).
Berkeley	1988	REST	Expanded polystyrene ban, requirement that 50% of takeout food packaging be recyclable or compostable. Title 11.58 and 11.60 of Municipal Code.
Brisbane	2014	REST	Polystyrene food packaging ban..
Burlingame	2011	REST	The City of Burlingame passed an ordinance referencing San Mateo County's ordinance on May 16, 2011.
Calabasas	2008	REST	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
Campbell	2014	REST	Expanded polystyrene foodware ban, adopted in December of 2014, effective June 1, 2015.
Capitola	2012	FULL	Prohibit the sale of expanded polystyrene products (expansion of 2009 requirement that all disposable takeout food packaging be compostable)
Carmel	1989	REST	Expanded polystyrene ban, requirement that 50% of takeout food packaging be recyclable, compostable or reusable.
Carpenteria	2017	FULL	Ban on non-recyclable plastic food takeout containers, including expanded polystyrene. Chapter 8.5 of Municipal Code.
Colma	2013	REST	Ban on polystyrene-based food service ware for prepared foods.
Concord	2018	REST	Ban on all polystyrene foam food and beverage service ware.
Contra Costa County	2020	REST	Ban on all polystyrene foam food and beverage service ware.
Costa Mesa	2020	GOV	Prohibits use or purchase of EPS food service products at city facilities & city sponsored events.
Culver City	2017	FULL	Ban on distribution or sale of expanded polystyrene food containers, and includes a provision which requires food providers to ask customers before providing disposable utensils.
Cupertino	2014	REST	Food vendors prohibited from using eps food takeout containers.
Daly City	2012	REST	Ban on polystyrene-based food service ware for prepared foods. Effective September 12, 2012.
Dana Point	2012	REST	Ban on expanded polystyrene food containers. Effective six months after adoption date.
Davis	2017	REST	Ban on polystyrene food containers, requirement that all takeout food packaging be recyclable or compostable.
Del Mar	2019	REST	Bans distibution of polystyrene food ware. Additional prohibition of polystyrene packing materials.
Del Ray Oaks	2010	REST	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable. Municipal Code 8.30.
El Cerrito	2014	REST	Expanded polystyrene foodware ban, requirement that food packaging be recyclable, compostable, or reusable.

Emeryville	2008	REST	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
Encinitas	2016	REST	In November 2016, City Council banned all disposable food service ware made from Expanded Polystyrene for all food providers and city facilities.
Fairfax	1993	REST	Expanded polystyrene ban for all restaurants and food retail vendors. Title 8.16.030 of Municipal Code.
Fort Bragg	2015	REST	Eps foodware ban adopted in September 2014.
Foster City	2012	REST	Polystyrene ban for restaurants and food vendors, adopted October 17, 2011.
Fremont	2011	REST	Expanded polystyrene ban for food vendors, requirement that all takeout food packaging be recyclable or compostable. Section 8.40.860 of Municipal Code.
Gonzales	2015	REST	Expanded polystyrene ban for food vendors, requirement that all takeout food packaging be recyclable or compostable.
Greenfield	2015	REST	Expanded polystyrene ban for food vendors, requirement that all takeout food packaging be recyclable or compostable.
Grover Beach	2018	FULL	Ban on the sale and distribution of any expanded polystyrene products.
Half Moon Bay	2011	REST	Half Moon Bay passed an ordinance, referencing San Mateo County's polystyrene food container ban, on May 17, 2011.
Hayward	2011	REST	Expanded polystyrene ban for restaurant vendors, requirement that takeout food packaging be recyclable or compostable.
Hercules	2008	REST	Expanded polystyrene ban. Sec.5-3109, Title 5, Chapter 3 of Municipal Code.
Hermosa Beach	2012	REST	Polystyrene container ban. Effective March 2013.
Huntington Beach	2005	GOV	Government facility expanded polystyrene ban.
Imperial Beach	2018	REST	Ban on non-recyclable plastic food takeout containers, including expanded polystyrene. Including a ban on expanded polystyrene packaging materials. Effective 7/18/18
Lafayette	2015	REST	CFC processed polystyrene ban, 50% of food containers must be recyclable or returnable (75% by 2020).
Laguna Beach	2008	REST	Polystyrene ban, requirement that all plastic takeout food packaging be recyclable. Bans the retail sale of foam or other nonrecyclable plastic disposable foodware. Title 7.05 of municipal code.
Laguna Hills	2008	GOV	Government facility expanded polystyrene ban.
Laguna Woods	2004	GOV	Government facility expanded polystyrene ban.
Livermore	2010	REST	Food vendors are required to use recyclable or compostable takeout food packaging.
Long Beach	2018	REST	Covers restaurants and requires plastic utensils and straws upon request.
Los Altos	2014	FULL	Starting July 4, 2014, the distribution and sale of eps foam food containers and ice chests is prohibited.
Los Altos Hills	2012	REST	Ban on eps and non-recyclable plastic food containers.
Los Angeles City	2008	GOV	Government facility expanded polystyrene ban. Chapter IV, Article 13 of Municipal Code.
Los Angeles County	2008	GOV	Government facility expanded polystyrene ban.
Los Gatos	2014	REST	Ban on eps food containers and coolers. Effective June 1, 2015.
Malibu	2005	FULL	Ban on both sale and distribution of any food packaging, containers and food service ware that is made from expanded polystyrene, and that is not either compostable or recyclable. Includes a ban on the retail sale of packing materials, coolers, pool/beach toys, buoys, and other items made from expanded polystyrene. Title 9.24 of Municipal Code

Manhattan Beach	2013	FULL	In 2013 Manhattan beach adopted a polystyrene food packaging ban, updating its 1988 ban on CFC processed polystyrene. In 2014 it was amended to include ALL other non-recyclable disposables and polystyrene coolers. This makes for one of the strongest bans in the nation.
Marin County	2010	REST	Expanded polystyrene food container ban.
Marina	2011	REST	Expanded polystyrene food container ban. Requires the use of recyclable or compostable takeout food packaging unless alternatives are unavailable.
Martinez	2014	REST	Ban on CFC processed polystyrene food takeout containers. Full compliance effective January 15, 2015.
Mendocino County	2014	REST	Expanded polystyrene food container ban adopted July 22, 2014.
Menlo Park	2012	REST	Adopted San Mateo County's ordinance by reference in August of 2012.
Mill Valley	2009	REST	Food vendors and city facilities are prohibited from using expanded polystyrene foam food containers.
Millbrae	2008	REST	Polystyrene ban, requirement that all plastic takeout food packaging be recyclable or compostable.
Milpitas	2017	REST	Expanded polystyrene food service ware ban. Effective July, 2018
Monterey City	2009	REST	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
Monterey County	2010	REST	Expanded polystyrene ban. Title 10, Chapter 10.42 of Municipal Code.
Monrovia	2017	GOV	prohibits the use or purchase of expanded polystyrene food service products at City facilities.
Morgan Hill	2014	REST	An expanded polystyrene ban in restaurants and other food facilities was adopted on October 2, 2013.
Morro Bay	2016	FULL	Expanded polystyrene ban for both distribution and sale, with a requirement that all disposable food containers be biodegradable, compostable or recyclable.Effective May 2016.
Mountain View	2014	FULL	A ban on expanded polystyrene food packaging products for retail sale or distribution in food facilities was adopted on March 25, 2014.
Newport Beach	2008	REST	Expanded polystyrene ban. Title 6, Section 5 of Municipal Code.
Novato	2013	REST	Expanded polysytrene ban.
Oakland	2007	REST	Expanded polystyrene ban, requirement that all takeout food packaging be compostable. Businesses that generate a large portion of litter must pay a litter fee. Title 8.07 municipal code.
Ojai	2014	FULL	Expanded polystyrene ban for all stores and vendors was passed on January 28, 2014
Orange County	2005	GOV	Government facility expanded polystyrene ban, including cities of Aliso Viejo, Huntington Beach, Laguna Hills, Laguna Woods, San Clemente, San Juan Capistrano and the Santa Margarita Water District.
Pacific Grove	2008	REST	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable. Title 11, Chapter 11.99 of Municipal Code.
Pacifica	2010	REST	Expanded polystyrene ban. Effective January 1, 2010.
Palo Alto	2010	FULL	Expanded polystyrene ban. Chapter 5.30 of Municipal Code. In November 2015 the ordinance was expanded so that retailers can no longer sell or distribute polystyrene foam of any sort. Effective March 1, 2016.
Pasadena	2017	FULL	Polystyrene ban for all food providers, retail and government facilities/sponsored events.
Petaluma	2020	FULL	Prohibits EPS disposable foodware and the sale of EPS coolers and packing materials.

Pismo Beach	2016	FULL	Expanded polystyrene disposable food container ban, as well as a ban on the sale of any expanded polystyrene products.
Pittsburg	1993	GOV	CFC processed polystyrene ban. Title 8.06.210 of Municipal Code.
Pleasanton	2013	REST	Ban on polystyrene food takeout containers with a requirement for food food takeout containers to be recyclable or compostable.
Portola Valley	2012	REST	Polystyrene ban (San Mateo County ordinance).
Rancho Cucamonga	2007	GOV	Resolution banning polystyrene food service products at city facilities and city sponsored events.
Redondo Beach	2020	FULL	Ban on the dispposable EPS food service ware as well as the retail sale of EPS coolers.
Redwood City	2013	REST	Polystyrene ban (San Mateo County ordinance).
Richmond	2014	FULL	Polystyrene ban (2010) for takeout food packaging in restaurants was expanded to prohibit retail sale of polystyrene products on July 16, 2013. Effective January 2014.
Salinas	2011	REST	On August 16, 2011, an expanded polystyrene ban on takeout containers was passed.
San Anselmo	2018	FULL	Bans EPS foodware and retail sale of EPS Ice Chests and Coolers.
San Bruno	2010	REST	Polystyrene ban, requirement that all plastic takeout food packaging be recyclable or compostable.
San Carlos	2012	REST	Adopted the San Mateo County ordinance by reference. Chapter 8.27 of Municipal Code.
San Clemente	2011	REST	Government facility expanded polystyrene ban in 2004. Council passed a city wide ban in 2011.
San Diego	2019	FULL	Bans the use and distribution within city limits of products like egg cartons, food containers, coolers, ice chests, pool or beach toys, mooring buoys and navigation markers made fully or partially of polystyrene foam.
San Francisco	2007/2016	FULL	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable. On July 19th, 2016, the Board of Supervisors expanded the ban to include the sale of non-recyclable non-compostable polystyrene food service ware, egg cartons, meat trays, and packing materials, as well as coolers, pool or beach toys, and floats or buoys that are not encapsulated in a more durable material. San Francisco has the most comprehensive ban in the nation. Effective January 1, 2017.
San Jose	2014	REST	An EPS ban in all food establishments was adopted in 2013. Prior to that, the city had a government facility expanded polystyrene ban for special events.
San Juan Capistrano	2004	GOV	Government facility expanded polystyrene ban.
San Leandro	2012	REST	Expanded polystyrene food container ban, adopted October 2011.
San Luis Obispo	2015	FULL	Expanded polystyrene food container ban. Includes ban on retail sale of foam products.
San Luis Obispo County	2021	FULL	Expanded polystyrene food container ban. Includes ban on retail sale of foam products.
San Mateo (City)	2013	REST	Polystyrene food packaging ban based on the San Mateo County model.
San Mateo (County)	2008/2011	REST	Government facility polystyrene ban passed in 2008. An expanded ban for the rest of unincorporated San Mateo County was passed in 2011, effective July 1, 2011.
San Pablo	2014	REST	Ban on polystyrene food service ware and requires all disposable food service ware to be recyclable or compostable. Effective April 1, 2015.

San Rafael	2013	REST	City Council adopted foamed polystyrene container bag in October 2012.
Santa Barbara	2019	FULL	Ban on expanded polystyrene food service ware and requires all disposable food service ware to be recyclable or compostable. Prohibits any retailer from selling or otherwise providing any expanded polystyrene product which is not wholly encapsulated. Effective January 1, 2019.
Santa Clara (City)	2015	REST	Ban on polystyrene food service ware. National chain restaurants were phase in September 1st, 2014 and all other restaurants were phased in on January 1st, 2015.
Santa Clara (County)	2013	REST	The Santa Clara County Board of Supervisors adopted an eps takeout container ban for unincorporated county on June 5, 2012.
Santa Cruz (City)	2012	FULL	Ban on sale of all foam polystyrene products. Prior to 2012, the City banned the distribution of expanded polystyrene food containers, with a requirement that the food packaging be recyclable or compostable.
Santa Cruz (County)	2008/2012	FULL	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable. Title 5, Section 46 of Municipal Code. The ban was expanded to prohibit the sale of all expanded polystyrene products in stores on April 17, 2012.
Santa Monica	2007	REST	Ban on all polystyrene AND most other non-recyclable plastic disposable food service containers. This makes for one of the strongest bans in the nation.
Sausalito	2008	REST	Food vendors and city facilities and events are prohibited from using expanded polystyrene foam food containers.
Scotts Valley	2009	REST	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable.
Seaside	2010	REST	Polystyrene ban with requirement that all plastic takeout food packaging be recyclable or compostable.
Solana Beach	2015	REST	Ban on polystyrene and non-recyclable plastic disposable food service containers as well as ban on EPS packing materials.
Sonoma (City)	1989	GOV	Government facility expanded polystyrene ban. Chapter 7.30 of the Municipal Code.
Sonoma (County)	1989	GOV	Government facility expanded polystyrene ban. Title 19, Section 19-6.1 of Municipal Code.
South Lake Tahoe	2018	FULL	Ban on sale and distribution. Plastic cutlery and straws only upon request.
South Pasadena	2017	FULL	In November 2016, City Council banned all disposable food service ware made from Expanded Polystyrene for all food providers, retail sales and city facilities.
South San Francisco	2008	REST	Polystyrene ban. Chapter 8.60 of Municipal Code.
Sunnyvale	2013	FULL	Expanded polystyrene container ban in restaurants (effective Earth Day 2014) and ban on eps food packaging products for retail sale (effective Earth Day 2015).
Ukiah	2015	REST	Eps foodware ban adopted in November of 2014.
Union City	2016	REST	Ban on polystyrene disposable food ware and requires all disposable food ware to be recyclable or compostable. Effective January 1, 2017.
Ventura County	2004	GOV	Government facility expanded polystyrene ban.
Ventura (City)	2021	REST	Bans EPS food ware starting July 1, 2021.
Walnut Creek	2014	REST	Polystyrene food packaging ban.
Watsonville	2009/2014	FULL	Expanded polystyrene ban, requirement that all takeout food packaging be recyclable or compostable. Title 6, Chapter 6 of Municipal Code. First adopted in 2009. Amended in 2014 to include a ban on retail sales of eps products.
West Hollywood	1990	REST	Polystyrene ban for restaurants and food vendors.
Yountville	1989	REST	Expanded polystyrene food container ban.

Attachment B
City of Oxnard Events

- Dia de los Muertos/Halloween
- Earth Day
- Halloween Float Tour
- Oxnard Insect Festival
- Oxnard Multicultural Festival
- Santa Float Tour
- Channel Islands Harbor Fireworks
- Channel Islands Parade of Lights
- Cinco de Mayo
- Downtown Holiday Parade & Plaza Park Christmas Tree Lighting
- El Grito/Fiestas Patrias
- MLK March
- Oxnard Jazz Festival
- Collection Tree Lighting & Fireworks
- Salsa Festival
- Strawberry Festival
- Veterans Day
- Santa to the Sea
- Juneteenth
- Philippine Independence Day Flag Raising Ceremony
- Cesar Chavez Memorial March
- Gueleguetza
- Car Shows
- Science Carnival
- Steampunk
- Summer Concerts
- Cowboys Camp
- OPD Memorial
- Amgen Tour of California
- AIDS/LifeCycle
- Job Fair
- Rehab Point Picnic

Update on Preparation of an Expanded Polystyrene Ban Ordinance

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

Community Services, Public Safety, Housing & Development Committee
2/22/2022

CITY OF OXNARD CALIFORNIA

Executive Summary

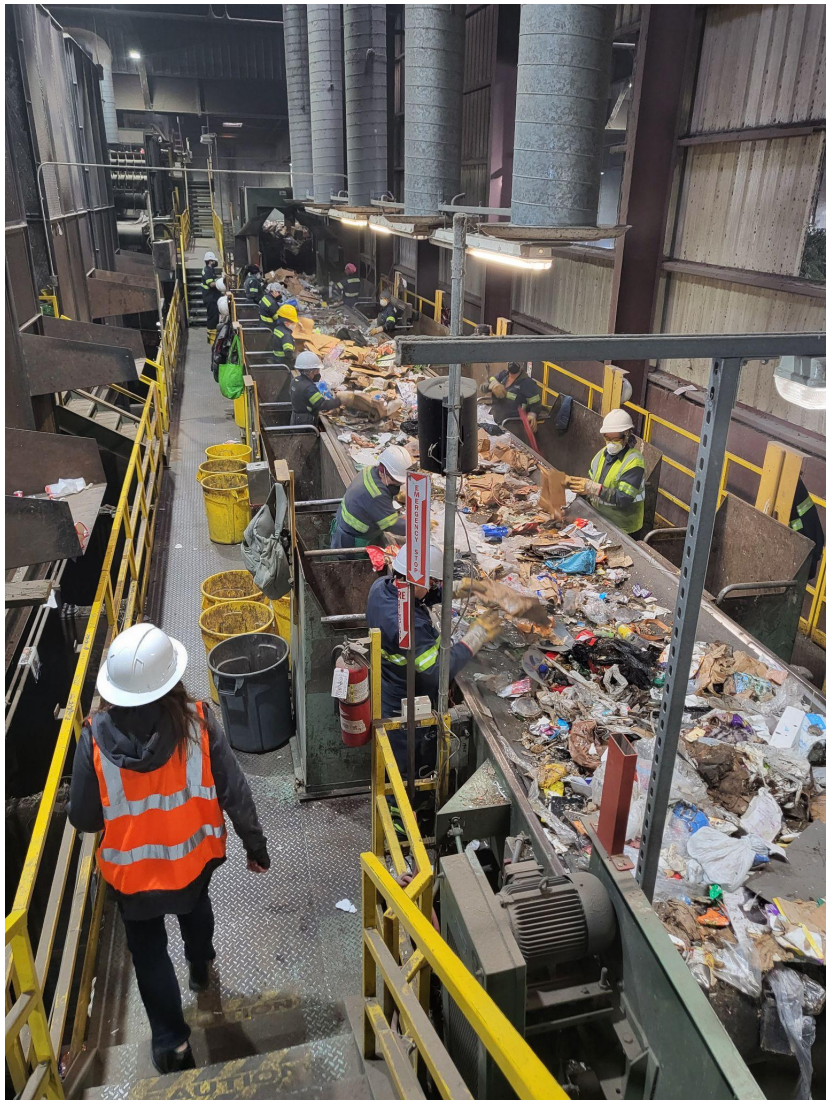
- The City is preparing a Climate Action and Adaptation Plan (CAAP)
- Development of an Expanded Polystyrene (EPS) (commonly known as "Styrofoam") Ordinance supports climate and environmental goals
- EPS Ordinance intended to focus on single use plates, cups, plates, take out food containers/clamshell food containers; as well as non-encased EPS, ex: coolers
- Step 1 - EPS Ord. regulating single use plastics
- Step 2 - Banninging of rigid plastic (plastic straws, drink lids, and plastic cutlery) and other single use plastics as a subsequent action

Background

- EPS is slow to degrade, leaches chemicals into the environment; production and degradation contributes to liter and pollution
- EPS breaks down into smaller microscopic particles, called microplastics
- EPS fragile and easily breaks into many pieces
- Impacts to oceans, streams, and overall environment
- 10% of the 18 Trillion pounds of plastic produced worldwide is being recycled
- Many California jurisdictions have enacted ordinances to reduce the use of Single Use Disposable Plastics (SUD)

City of Oxnard Waste Services

- City of Oxnard is the City's designated waste hauler
- Most hard plastics are recycled by the city with the exception of Polystyrene products
- Trash and EPS products are disposed of at the Simi Valley landfill
- Commodity based products which can be recycled by the City bailed and sold



Regulation of EPS in Ventura County

Cities	EPS Ord. Only/Coolers	EPS Ord./Coolers and Rigid Plastics
Ventura	**X**	
Thousand Oaks	**X**	
Camarillo	**X**	
Ojai	**X**	**X**
Santa Paula, Simi Valley, Moorpark, and Port Hueneme	Do not have plans to adopt an ordinance either due to staff resources, and/or Council priority.	

EPS Recommended Approach

- EPS Ordinance focuses on products where there is a local recycling facility/local compostability
- Inclusion of rigid plastics, where there is no local recycling facility to create useable product = would force more products to the landfill due to lack of local technology and equipment to process these products
- Development of a progressive EPS Ordinance to address rigid plastics, when a Ventura County facility capable of processing this material becomes available

EPS Ord. - What is Regulated?

EPS Ordinance would regulate the following types of products:

- All EPS products using polystyrene/container: service ware for takeout food or leftovers - clamshells, bowls, plates, trays, cartons, cups, beverage containers; and
- Non encased EPS coolers, containers, and ice chests sold within the City would be required to be encased by plastic (i.e., EPS-(styrofoam only coolers would be prohibited)

EPS Ord. - What is Exempted?

- Food, packages, and materials prepared outside of City limits
- Emergency Supplies
- Locally Declared Emergencies
- Construction Products if used in compliance with City/State provisions, codes and regulations
- Materials generated outside of the City (includes shipping boxes, pool or beach toys, packing peanuts, or other packaging materials)
- EPS containers, plates or trays for raw, butchered meats, fish and/or poultry
- Foodware, plastic utensils, or plastic beverage straws brought by individuals for personal consumption - including, but not limited to schools/parks, provided the use is not part of an event

EPS Ord. - Potential Impacted Businesses

- Food Establishments
  - Grocery Stores/supermarkets/outlets
  - Restaurants, quick-service food
  - Mobile food trucks/vehicles/food vendors
  - Street and sidewalk vendors and outdoor food sales
  - Restaurants, quick serve food, drive-throughs
  - Cafes, drive-thru restaurants/fast food establishments, etc.
- Vendors operating in the City
- City events and festivals in the City

Additional research to determine impact on industrial and wholesale restaurant industry

Implementation/Operative Date

- Delay Ord. operative date 6 months. Allows for:
  - Outreach
  - Businesses to use up previously purchased non-compliant product(s)
  - Event contracts/agreements already in place to be honored

- Phased approach:
  - No enforcement until 6th month after adoption to serve as an informational period
  - Lenient enforcement months 6-12 after adoption
  - Violators during months 6-12 may show proof of compliant purchase in lieu of paying a fine

Implementation/Operative Date, cont.

- After one year of EPS Ordinance adoption, violators will have to pay Oxnard Municipal Code violation fines, in lieu of payment of fines via compliant product

- EPS Ord. would include a hardship / practical difficulty provision to allow for phased implementation for non-profit organizations

- The City Manager or designee may approve a one-time, one year exemption of the EPS Ordinance requirements for non-profit organizations, only

Next Steps

1. Community Outreach: Spring/Summer 2022

2. Finalization of EPS Ordinance: Summer 2022

3. EPS Ordinance Adoption: anticipated Summer/Fall 2022

Recommendation

That the Community Services, Public Safety, Housing & Development Committee ("Committee") receive an update on the City's efforts to develop an Expanded Polystyrene Ordinance.

CITY OF OXNARD CALIFORNIA

QUESTIONS?

Summary of EPS Ordinances in Ventura County

City[3]	Businesses[1]	Banned Materials[2]	Exemptions	Enforcement
Camarillo*	• City Facilities • City Contractors • Vendors • Event Promoters • Food Providers • Food Distributers	• All containers used to hold prepared food or drinks.***NOT** including straws, cup lids, utensils • Ice chests/cooler not encased by other durable materials • Pool and beach toys containing EPS • Packing Materials (e.g. packing peanuts)	• Food prepared/ packaged outside city limits. • Public health, safety, or medical requirement. (e.g. meats, medications, etc.) • Local declared emergency • Undue hardship practical difficulty approved by City Manager • Items encapsulated by more durable materials intended for reuse. • Construction products* (Ojai)	• Written warning first violation • Subsequent violations subject to fine. • Each individual sale is a separate violation
Ojai		• **All** containers used to hold prepared food or drinks- **Including** Straws, lids, and utensils. • Ice chests/cooler not encased by other durable materials • Pool and beach toys containing EPS • Packing Materials (e.g. packing peanuts)		• First violation (no more than $50.00) • Second Violation (no more than $100.00) within one year. • Third violation (no more than $250.00) within one year • Appropriate purchase receipt at least equal to the amount after citation
Thousand Oaks*		• All containers used to hold prepared food or drinks. ***NOT** including Straws and utensils upon request • Packing Materials (e.g. packing peanuts) • Ice chests/cooler not encased by other durable materials		• Each violation of the code is a separate offense. • Written warning first violation with a cease date. • Subsequent violations subject to fine.
Ventura*		• All containers used to hold prepared food or drinks.***NOT** including straws, cup lids, utensils • Ice chests/cooler not encased by other durable materials		• Each violation of the code is a separate offense. • Written warning first violation with a cease date. • Subsequent violations subject to fine.
Ventura County (Parks & Events)	• Vendors • Franchisees • Lessees • Contractors • Commercial food and beverage purveyors • Event Organizers & Vendors	• All Expandable Polystyrene food service products	None	• Violation of park regulations is subject to a $30.00 fine for each violation. • Ejection from the park.

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA ADDING ARTICLE XXV TO CHAPTER 7 OF THE OXNARD CITY CODE PROHIBITING THE USE, MANUFACTURING, DISTRIBUTION, AND SALE OF DESIGNATED EXPANDED POLYSTYRENE PRODUCTS

WHEREAS, in 2015, the Governor of California approved Senate Bill (SB) 246 creating the Integrated Climate Adaptation and Resiliency Program to develop a cohesive and coordinated response to climate change impacts across State, local, and regional levels; and

WHEREAS, in response to SB 246, the City began preparing a Climate Action and Adaptation Plan (CAAP); and

WHEREAS, the City intends to regulate Polystyrene Plastic as a strategy to achieve the environmental and climate goals of the CAAP; and

WHEREAS, Polystyrene Plastic includes Expanded Polystyrene (EPS), known by the trademark Styrofoam, which is commonly used for single-use plates, cups, take-out food containers, and packing materials; and

WHEREAS, EPS is a petroleum-based lightweight plastic material that is slow to degrade and, if disposed of improperly, can leach chemicals into the environment harming water sources; and

WHEREAS, due to its fragility, EPS is one of the most prevalent and hard-to-remove items found on our storm drains, creeks, rivers, beaches, parks, and open space; and

WHEREAS, EPS is frequently used by restaurants and food establishments, including mobile food trucks/vehicles/food vendors, street and sidewalk vendors, and outdoor food sales, as containers for take-out food orders or for leftover food after dining; and

WHEREAS, plastics persist in the environment for hundreds of years, breaking down into ever smaller pieces through photo, physical, and biological degradation, and enter the food chain when ingested by animals that mistake them for food; and

WHEREAS, the California Coastal Commission developed "A Plan of Action from The Plastic Debris Project" in 2006 with funding from the State Water Resources Control Board, that recommends local government impose limits, bans, and prohibitions on materials that commonly become litter and marine debris; and

WHEREAS, manufacturing EPS creates enormous amounts of hazardous waste; and

WHEREAS, no EPS foodware products are recycled locally; and

WHEREAS, to successfully recycle EPS material, it must be clear of oils, food residue, tape, cardboard material, and all possible contaminants, which makes it difficult and costly to process; and

WHEREAS, more than one hundred municipalities in California have adopted ordinances prohibiting or restricting the distribution of polystyrene products and requiring their replacement with cost-effective reusable, recyclable, and/or biodegradable alternatives.

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

Part 1. Recitals. The City Council finds that all the recitals, facts, findings, and conclusions set forth above in the preamble of this Ordinance are true and correct.

Part 2. Article XXV is hereby added to Chapter 7 of the Oxnard City Code to read as follows:

"SEC.7-348. GENERAL PROVISIONS

(A) This Article shall be known as "City of Oxnard Prohibition of Designated Expanded Polystyrene Products Ordinance".

(B) Purpose and Intent. The purpose of this Article is to establish standards and procedures for the distribution, manufacture, and use of expanded polystyrene (EPS) packaging and foodware to achieve environmental and climate change goals under the City's Climate Action and Adaptation Plan by prohibiting the manufacture, distribution and use of EPS products and foodware within the City of Oxnard.

SEC. 7-349. DEFINITIONS

For the purposes of this Article, the following definitions shall apply:

(A) "Compostable" means all the materials in the product or package will break down, or otherwise become part of usable compost (e.g. soil-conditioning material, mulch). To be considered "Compostable", disposable foodware must meet American Society for Testing and Materials (ASTM) Standards for compostable materials and must be certified by the Biodegradable Products Institute (BPI) as such.

(B) "Disposable foodware" or "disposables" means single-use,

disposable products used for serving, transporting, or consuming prepared food, including but not limited to plates, bowls, trays, wrappers or wrapping, platters, cartons, hinged food containers, condiment containers, cups or drink ware, or any other container in or on which prepared foods are placed or packaged for consumption.

(C) "Distribute" means to provide or offer to provide an item, either as a separate transaction or as part of a transaction for another item, regardless of whether compensation is received.

(D) "Encapsulated EPS products" means expanded polystyrene products that have been completely encased by a more durable material that protects the EPS material from disintegration and makes the product suitable for reuse multiple times.

(E) "Expanded polystyrene" or "EPS" means polystyrene that has been expanded or blown using a gaseous blowing agent into a solid foam. EPS is colloquially called "Styrofoam," a Dow Chemical Co. trademark form of polystyrene foam insulation.

(F) "Expanded polystyrene product" or “EPS product” means any item such as a non-encased cooler or ice chest, cup, bowl, plate, hinged food container (clamshell), shipping box, packing material, or any other item made from expanded polystyrene.

(G) "Food provider" means any person or public agency, including the City, that distributes prepared food within the City to the public to be consumed on the premises or for take-away consumption. Food provider includes but is not limited to (1) a grocery store, supermarket, delicatessen, restaurant, drive-thru, quick-service food, cafe, cafeteria, coffee shop, snack shop, public food market, farmers' market, convenience store, employee cafeterias operated at businesses located within the City or similar fixed place where prepared food is available for sale on the premises or for take-away consumption; and (2) any mobile store, food vendor, caterer, food truck, street and sidewalk vendors and outdoor food sales, vending machine or similar mobile outlet. Food Provider also includes any business, organization, or group that regularly provides Prepared Food to its members or the public as part of its activities or services.

(H) “Foodware” see “Disposable Foodware”

(I) "Polystyrene" means a thermoplastic petrochemical material utilizing the styrene monomer, including but not limited to polystyrene foam or EPS, processed by any number of techniques, including but not limited to fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, or extrusion- blow molding (extruded foam polystyrene), and clear or solid polystyrene (oriented polystyrene).

(J) "Prepared food" means any food or beverage that is (1) ready to consume without any further preparation, alteration, or repackaging; and (2) prepared, provided, sold or served by a food provider using any cooking, packaging, or other food preparation technique(s). Prepared food may be eaten either on or off the food provider's premises. For purposes of this ordinance, prepared food does not include (1) any raw uncooked meat, poultry, fish unless provided for consumption without further food preparation, and (2) fresh produce provided for consumption without food

preparation or repackaging, including fruits, vegetables, and herbs distributed by a food provider.

(K) "Recyclable" means materials that can be collected for return to the economic mainstream in the form of processed materials, rather than becoming solid waste. Such materials may include paper, cardboard, glass, metal, plastics, wood, meat, vegetable or plant matter, compostables, construction and demolition materials, and other materials specified by the City Manager, for inclusion in the city's recycling program.

SEC. 7-350. PROHIBITION ON EXPANDED POLYSTYRENE DISPOSABLE FOODWARE

(A) No food provider shall distribute any EPS disposable foodware within the City of Oxnard.

(B) Food providers that distribute prepared food or beverages with disposable foodware shall:

(1) Only distribute disposable foodware made of a non-EPS material. At no time shall disposable foodware made, in whole or in part, from EPS be distributed; and

(2) Maintain documentation about the composition of any disposable foodware. Documentation may include information from the supplier or manufacturer or provided in the product packaging or any other relevant information that demonstrates that the disposable foodware is not made, in whole or in part, from EPS. Documentation shall be provided to the City if requested.

SEC. 7-351. MANUFACTURE AND DISTRIBUTION OF EXPANDED POLYSTYRENE PRODUCTS

No person shall manufacture, offer for sale, or distribute in the City of Oxnard:

(A) Disposable foodware made, in whole or in part, from EPS; or

(B) Non-encapsulated EPS products, including packaging and cushioning material intended for the packaging of products, equipment, or other items, including but not limited to, packing or packaging peanuts, popcorn, or noodles.

SEC. 7-352. EXEMPTIONS

The following EPS foodware and products are exempt from the provisions of this Article:

(A) Prepared food packaged outside the City, provided such food is not altered or repackaged within the City limits.

(B) EPS insulated containers designed to safely transport by mail or common carrier prepared food, frozen goods, perishables, pharmaceuticals, biotech, and medical supplies in compliance with the Food and Drug Administration or other regulatory agency recommended temperatures.

(C) EPS containers, plates, or trays for raw eggs, butchered meats, fish, and/or poultry.

(D) Materials secured in response and due to an emergency or for a public health and safety requirement.

(E) The City may exempt a food provider or person when there is a public health and safety requirement or medical necessity to use an otherwise prohibited EPS product.

(F) During a locally declared emergency, the City, emergency response agencies operating within the City, users of City facilities, persons, and food providers shall be exempt from the Ordinance provisions.

(G) Construction products made from, or that include, EPS if the products are used in compliance with other City, State, and Federal provisions, codes, ordinances, or regulations.

(H) EPS packaging products which have been received from sources outside the City may be reused to keep them out of the waste stream.

(I) EPS materials used to ship goods produced within the City where viable alternatives are not available.

(J) Other EPS products generated or manufactured outside of the City, including: shipping boxes, pool or beach toys, and other wholly encapsulated EPS products.

(K) Situations where no reasonably feasible and available alternative exists to a specific and necessary EPS use.

SEC. 7-353 AUTHORIZATION

(A) The City Manager shall have primary responsibility for enforcement of this Article and shall have authority to issue citations for violation of any provision of this Article. The City Manager may establish regulations or administrative procedures and take any actions reasonable and

necessary to further the purpose of this Article or to obtain compliance with this Article, including, without limitation, performing an inspection to verify compliance with this Article.

(B) The City may inspect and monitor affected food providers, businesses, or persons locations to determine compliance with this Article.

SEC. 7-354 ENFORCEMENT

(A) The City Manager, charged with enforcing the provisions of the Oxnard City Code, or any provision thereof, may enter a food provider, person, or business location within the City of Oxnard during operating hours and without notice, to request access to records for verification of procurement of EPS compliant foodware or EPS compliant products. If requested by the City, food provider, person or business shall provide records documenting procurement of compliant materials as stipulated by this Article.

(B) It is unlawful for any food provider, person or business to impede, obstruct, interfere with, or otherwise not allow, the City to conduct an inspection of the location, or inspect, review, or copy records required to be maintained by a food provider, person, or business under this Article. It is also unlawful for a food provider, person, or business to conceal, destroy, deface, or falsify any records or other documents required to be maintained under this Article.

(C) It shall be unlawful for any food provider, person, or business to fail to comply with this Article.

(D) Any violation of this Article or other ordinance discovered during an inspection shall constitute a separate offense.

(E) Each and every violation of the provisions of this Article is hereby deemed unlawful and a public nuisance.

(F) Upon first violation of any provision of this Article, the City shall issue a written Notice of Violation to the offending food provider, person, or business. The Notice of Violation shall specify the violation(s), and a date by which the violation(s) must be ceased or abated. If, after the specified correction period, the violation is not ceased or abated, the City may issue a civil citation, assessing fines in accordance with Oxnard City Code Section 1-10, which stipulates:

(1) A fine not exceeding $100 for a first violation of a code section or ordinance;

(2) A fine not exceeding $200 for a second violation of the same code section or ordinance within one year; and

(3) A fine not exceeding $500 for the third and every additional violation of the same code section or ordinance within one year.

(G) Any citation issued for a violation of this Article shall give notice of the right to request an administrative hearing to challenge the validity of the citation and the time for requesting that hearing as provided for in Chapter 7, Article III of the Oxnard City Code.

SEC.7-355 OPERATIVE DATE AND LENIENCY PERIOD

(A) The first six (6) months after this ordinance is adopted will be an education and adjustment period with no enforcement. A six (6) month leniency period will follow this six (6) month education and adjustment period. This ordinance will be fully enforced twelve (12) months after adoption.

(B) The leniency period will begin six (6) months after adoption of the ordinance and will continue until twelve (12) months from adoption of the ordinance. Violators cited within the leniency period may submit proof of purchase of any non-EPS containing foodware or product in any amount totaling or exceeding the amount of the fine in order to comply with the ordinance, in lieu of payment of any fine. Proof of purchase of EPS compliant materials must be submitted within fourteen (14) days of the Civil Citation. Failure to provide proof of purchase will result in citation being processed and all fees and fines owed.

SEC. 7-356 OTHER REMEDIES

(A) The remedies and penalties provided in this Article are cumulative and not exclusive, and nothing in this Article shall preclude the City from pursuing any other administrative, civil, or criminal enforcement remedies available under the law and/or the city code. ”

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

Part 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

Part 5. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 6. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code Section 36933. Ordinance No. _____ was first read on _____, 2022, and finally adopted on _____, 2022, to become effective six months thereafter.

Part 7. This ordinance shall become effective on _____, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
John C. Zaragoza, Mayor

ATTEST:

_____
Rose Chaparro, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CONTAINER PRICE COMPARISON

	Webstaurant (foam) *not including lids					Webstaurant (recyclable) *not including lids						Smart and Final (foam)							Recyclable/Compostable Material (Chaz)						
ITEM NAME	PRICE	Units/ case	QTY	TOTAL	Cost per Unit	PRICE	Units/ case	QTY	TOTAL	Cost Per Unit	Cost difference between Wed Foam & Web Recycle	PRICE	Units/ case	QTY	TOTAL	Cost Per Unit	Web Recycle	Cost Difference between Web recycle and S&F	PRICE	Units/case	match	TOTAL	Cost Per unit CHaz	Web Foam	Cost difference between Web foam & Chaz
9x9 clamshell/lid container	$ 39.49	200.00	1.00	$ 39.49	$ 0.20	$ 48.99	200.00	1.00	$ 48.99	$ 0.24	$ (0.05)	$ 15.29	100.00	2.00	$ 30.58	$ 0.15	$ 0.24	$ (0.09)	$ 62.40	200.00	1.00	$ 62.40	$ 0.31	$ 0.24	$ (0.07)
8x8 clamshell/ lid container	$ 37.99	200.00	1.00	$ 37.99	$ 0.19	$ 43.99	200.00	1.00	$ 43.99	$ 0.22	$ (0.03)	$ 13.49	100.00	2.00	$ 26.98	$ 0.13	$ 0.22	$ (0.09)	$ 53.50	200.00	1.00	$ 53.50	$ 0.27	$ 0.22	$ (0.05)
6x6 clamshell/ lid container	$ 45.49	500.00	1.00	$ 45.49	$ 0.09	$ 60.13	500.00	1.00	$ 60.13	$ 0.12	$ (0.03)						N/A		$ 77.35	500.00	1.00	$ 77.35	$ 0.15	$ 0.12	$ (0.03)
9x9 three compartment	$ 37.99	200.00	1.00	$ 37.99	$ 0.19	$ 46.97	200.00	1.00	$ 46.97	$ 0.23	$ (0.04)	$ 15.29	100.00	2.00	$ 30.58	$ 0.15	$ 0.23	$ (0.08)	$ 62.40	200.00	1.00	$ 62.40	$ 0.31	$ 0.23	$ (0.08)
8x8 three compartment	$ 39.49	200.00	1.00	$ 39.49	$ 0.20	$ 42.99	150.00	1.33	$ 57.18	$ 0.29	$ (0.09)	$ 13.49	100.00	2.00	$ 26.98	$ 0.13	$ 0.29	$ (0.15)	$ 53.50	200.00	1.00	$ 53.50	$ 0.27	$ 0.29	$ 0.02
8 oz container	$ 83.80	1000.00	1.00	$ 83.80	$ 0.08	$ 112.49	1000.00	1.00	$ 112.49	$ 0.11	$ (0.03)	$ 3.59	50.00	20.00	$ 71.80	$ 0.07	$ 0.11	$ (0.04)	$ 33.61	500.00	1.00	$ 33.61	$ 0.07	$ 0.11	$ 0.05
12 oz container	$ 49.49	500.00	1.00	$ 49.49	$ 0.10	$ 40.99	500.00	1.00	$ 40.99	$ 0.08	$ 0.02						N/A		$ 37.83	500.00	1.00	$ 37.83	$ 0.08	$ 0.08	$ 0.01
16 oz container	$ 60.99	500.00	1.00	$ 60.99	$ 0.12	$ 44.26	500.00	1.00	$ 44.26	$ 0.09	$ 0.03	$ 2.99	25.00	20.00	$ 59.80	$ 0.12	$ 0.09	$ 0.03	$ 38.81	500.00	1.00	$ 38.81	$ 0.08	$ 0.09	$ 0.01
16 oz cup	$ 84.49	1000.00	1.00	$ 84.49	$ 0.08	$ 68.49	1000.00	1.00	$ 68.49	$ 0.07	$ 0.02	$ 5.99	50.00	10.00	$ 59.90	$ 0.12	$ 0.07	$ 0.05	$ 84.05	1000.00	1.00	$ 84.05	$ 0.08	$ 0.07	$ (0.02)
20 oz cup	$ 55.99	500.00	1.00	$ 55.99	$ 0.11	$ 54.49	600.00	0.83	$ 45.39	$ 0.09	$ 0.02	$ 2.69	25.00	20.00	$ 53.80	$ 0.11	$ 0.09	$ 0.02	$ 90.81	1000.00	1.00	$ 90.81	$ 0.09	$ 0.09	$ 0.00
24 oz cup	$ 66.49	500.00	1.00	$ 66.49	$ 0.13	$ 59.49	600.00	0.83	$ 49.56	$ 0.10	$ 0.03	$ 2.59	20.00	25.00	$ 64.75	$ 0.13	$ 0.10	$ 0.03	$ 69.55	600.00	1.00	$ 69.55	$ 0.12	$ 0.10	$ (0.02)
										Sum of cost difference:	$ (0.15)						Sum of cost difference:	$ (0.32)						Sum of cost difference:	$ (0.18)
										Average cost difference per item:	$ (0.01)						Average cost difference per item:	$ (0.04)						Average cost difference per item:	$ (0.02)

Prices Surveyed on September 14, 2022

Average of cost difference per item across surveyed providers: **$ (0.02)**

ATTACHMENT 5

Community Engagement and Outreach

Since February 2022, staff has engaged with interested parties, environmental organizations, and the business community as follows:

- June 2, 2022 - Met with Downtown Oxnard Improvement Association (DOIA) to discuss EPS Ordinance and downtown outreach efforts; requested their continued collaboration and distribution of EPS Ordinance information, including survey efforts to ensure downtown businesses were informed.
- Spring and Summer 2022 - Monthly meetings and updates to the West Ventura County Business Alliance (WVCBA) on the EPS ord. work.
- July 28, 2022 - Email notifications (English and Spanish) to targeted businesses regarding proposed public meeting dates to discuss the ordinance with instructions on how to RSVP; contact information provided to answer questions.
- August 3, 2022 - Mailed notice (English and Spanish) to targeted businesses that did not provide their email address regarding upcoming public meeting dates; access to sign up for notifications via City QR code provided to secure email address.
- August 8 , 2022 - Provided flyers and sign up sheet to Environmental Resources table at the Downtown Farmer's Market for Community Meetings scheduled in September.
- Spring and Summer 2022 - Social Media engagement efforts; posts on the City's social media channels, outside in the Service Center lobby, and shared with various groups to share with their constituents (Ventura County Coastal Association of Realtors, Ventura County Economic Association, Economic Development Collaborative, The Collection, Surfrider, etc.)
- September 13, 2022 - Update at the monthly Rotary Club Meeting by Councilmember Teran regarding the EPS Ordinance, survey, and information about the upcoming EPS ord. meeting schedule.
- September 19, 2022 - Article in the City's Economic Development magazine promoting the EPS survey.
- September 19, September 21, and September 26 (Community Meetings) - Two (2) meetings were held in person at the Main Library and South Oxnard Senior Center. One (1) meeting was held virtually with links sent prior to the meeting with an RSVP. City staff presented information on what's proposed to be regulated, what is exempt, the proposed implementation timeline, and discussion prompts (see discussion prompt input below). Spanish interpretation was available at all three meetings. The virtual meeting was recorded, posted on the City's EPS update website on September 26th, and distributed to interested parties which provided their email address. Eleven businesses participated in the three community meetings.
- Fall 2022 - Collaboration and distribution of information, including survey link via Surfrider.
- September 9, 2022 to October 31, 2022 - EPS Ord. survey distributed to secure input and recommendations to ensure successful EPS implementation and business success. Survey responses were received from 19 businesses and interested parties (see

Attachment 5 for survey results). All except three (3) were supportive of the City's EPS Ordinance and implementation approach; details are also provided below.

- October 6, 2022 - Engagement via re: Food Truck event; survey distributed, Gary Blum available to promote and Councilmember Teran attended and answered questions regarding ord. and promoted survey.
- Mid-October 2022 - As a result of engagement with the fish processing industry site visit and meeting with Tradewinds Fish processor to understand implications to business operations. Carve out for fish and meat processing facilities due to lack of non-EPS compliant packing, distribution, and shipping alternatives (consistent with draft approach provided to Committee in Feb. 2022).

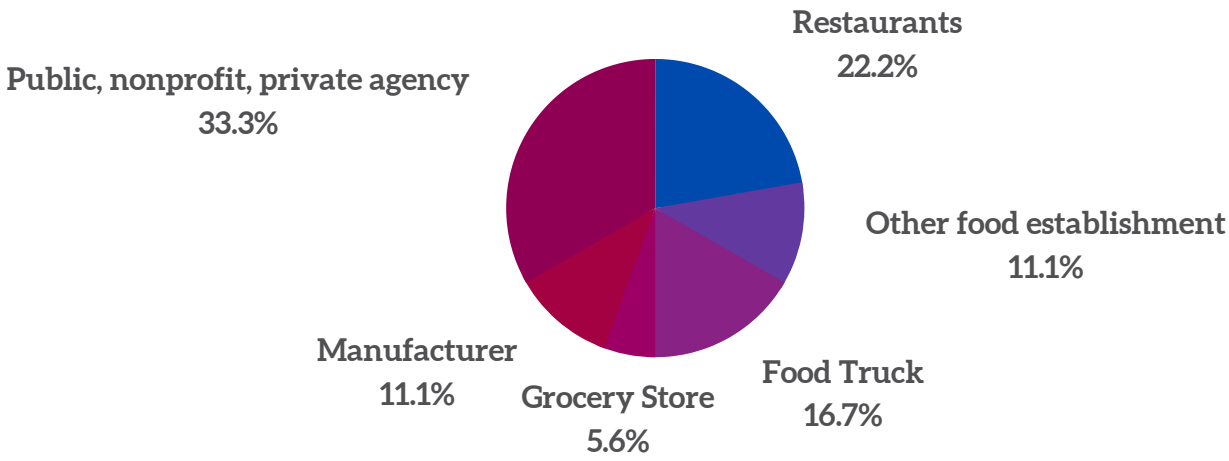
Responses Pertaining to Community Survey

- What barriers may prevent the City from successfully implementing the proposed ordinance?
    - Response:
        - Lack of knowledge about the EPS Ordinance, and processes to get the word out regarding the EPS Ord
        - Language barriers when enforcement begins; and
        - Lack of information on the cost differential and information on where compliant products can be procured.
- What resources would help your business comply with the ordinance?
    - Response:
        - Receiving information on where compliant products can be purchased;
        - Distribution of bilingual information/materials; and
        - Providing in-person outreach and assistance regarding the EPS Ordinance. (See Attachment 5).
- Where do you purchase your packaging and to-go materials?
    - Response:
        - Restaurant Depot in Van Nuys;
        - Sysco; and
        - Smart and Final, Costco, and other local retailers when necessary.

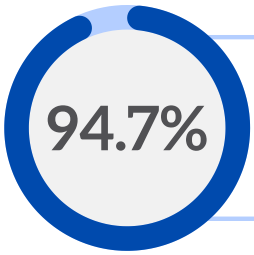
Of the 19 responses, 18 expressed support of the EPS Ordinance's six (6) month leniency period and were generally supportive of the proposed EPS Ord. The overall survey summary is provided here.

Summary of Polystyrene Survey Input

As of October 31, 2022, the City received 19 responses to our Polystyrene Survey. The feedback form was posted on the City's Social Media, promoted at community meetings, and flyers were handed out at the food truck event on October 6th. The 19 responses were comprised of the following business types:



Survey Question responses:



Of the 19 responses as of October 31st, 18 responded in support of the proposed six (6) month leniency period that was proposed.

73.7% **Cost of procuring compliant materials**

Fourteen (14) businesses cited this as a possible barrier to successful implementation

33.3% **Access to compliant materials**

Seven (7) businesses expressed concerns in accessing compliant materials

26.3% **Buisness access to information about compliant materials**

Five (5) businesses cited access to information about compliant materials as important in successful implementation of the ordinance

Resources

73.7% **List of Businesses selling compliant materials**

Fourteen (14) businesses expressed interest in receiving a list of businesses where they can purchase compliant materials

68.4% **Compliant material replacement program**

Thirteen (13) businesses expressed interest in a material replacement program

42.1% **Dedicated drop off location and dates for unused materials**

Eight (8) businesses expressed interest in dedicated drop off locations and dates for non-compliant unused materials

Additional Comments

"Communicating personally would help, rather than a mail or email."

"We manufacture and ship very delicate perishable seafood product nationwide and internationally. We understand the need for lowering the usage of EPS. But within our industry, we need EPS to maintain the safety of the product for human consumption. The alternative materials will need to maintain or exceed [the performance of] EPS. The alternative solution will also need to be customizable to fit our current operation and logistics."

"I think that a compliant material exchange program between business owners and the city is essential for this ordinance to work. And I also think that switching materials to something more sustainable to manufacture, source, and disintegrate would help for the future of our water sources and the way our city looks overall. Also, unrelated but we should have shade cover and a trash can at each bus stop to help with trash in the streets."

"It is really terrible in a city that has so many much more pressing issues that the city government expends resources trying to regulate EPS. PLEASE STOP THE INSANITY!"

"Oxnard should not ban Styrofoam usage. The cost of paper or plastic alternatives are at least triple the cost of Styrofoam. It can even be said that plastic alternatives are just as messy, since they break apart into smaller pieces just as Styrofoam. Especially how the economy is going and how business are struggling with increase costs and inflation, switching to much more expensive materials will just add to the burden. This can also affect consumers by making there products cost more. Right now is not the time to implement these changes. We should instead focus on people not littering, fining the people littering and adding more public trash bins around the city. "

"I do not agree with the ban of polystyrene containers."

Ordinance to Regulate Expanded Polystyrene

Kathleen Mallory, Planning & Sustainability Manager
Community Development Department

Community Services, Public Safety, Housing & Development Committee
11/22/2022

CITY OF OXNARD CALIFORNIA

Background

- Polystyrene Plastic includes EPS, also known by the trademark name Styrofoam™, and “rigid polystyrene plastic.”
- EPS most commonly used for food and product packaging; are not processable at local waste collection facilities;
- Slow to degrade, EPS leaches chemicals into the environment and production and degradation contributes to liter and pollution; and
- July 28, 2022 - City Council approved an ord. restricting the distribution of single-use foodware accessories and standards condiments; does not restrict or prohibit use.

Approach to Regulate EPS

A progressive EPS ord. approach:

- Step 1: Regulate EPS and non-encased EPS through EPS Ordinance; and
- Step 2: Regulate Rigid Plastic, and other single use plastic when Ventura County processing facilities become operational and compostable recycling markets to handle these products are developed. A local facility anticipated to be available in the next few years.

- City approach is consistent with Ventura County cities: Thousand Oaks, Ojai, Ventura, Camarillo, and County of Ventura; and
- Port Hueneme in process of developing ord. Moorpark, Santa Paula, Simi Valley no plan to regulate EPS.

What is Regulated?

EPS Ordinance regulate the following types of products:

- Single-use, disposable products used for serving, transporting, or consuming prepared food, including but not limited to plates, bowls, trays, wrappers or wrapping, platters, cartons, hinged food containers (clamshells), condiment containers, cups or drinkware, or any other container in or on which prepared foods are placed or packaged for consumption made in whole or in part from EPS and not repackaged or altered; and
- Non-encapsulated EPS products, including packaging and cushioning material intended for the packaging of products, equipment, or other items, including but not limited to packing or packaging peanuts, popcorn, or noodles.

Businesses Subject to the Ordinance

- Food Providers
  - Grocery Stores/supermarkets/outlets
  - Restaurants, quick-service food
  - Mobile food trucks/vehicles/food vendors
  - Street and sidewalk vendors and outdoor food sales
  - Restaurants, quick serve food, drive-throughs
  - Cafes, drive-thru restaurants/fast food establishments, etc.
- Businesses, and distributors operating in the City;
- Estimated 1,300 food providers, persons, and businesses subject to EPS Ordinance; and
- Warehousing and manufacturing businesses that use EPS in their packing, distribution, and shipping process.

Exemptions to the EPS Ordinance

Sampling of Exemptions (full list Section 7-342):

- Food packaged outside the City and not altered or repackaged.
- EPS insulated coolers; designed to safely transport by mail or common carrier prepared food, frozen goods, perishables, pharmaceuticals, biotech, and medical supplies in compliance with the Food and Drug Administration or other regulatory agency recommended temperatures.
- EPS containers, plates, or trays for raw, butchered meats, fish, and/or poultry not manufactured or altered within the City.

Exemptions to the EPS Ordinance, cont.

Sampling of Exemptions (full list Section 7-342):

- Materials secured in response and due to an emergency or for a public health and safety requirement;
- EPS packaging products which have been received from sources outside the City may be reused to keep them out of the waste stream;
- EPS materials used to ship goods produced within the City where viable alternatives are not available; and
- Other EPS products generated or manufactured outside of the City, including: shipping boxes, pool or beach toys, and other wholly encapsulated EPS products.

Cost Differential

- Committee, and community interest in cost differential to procure compliant materials;
- Research indicated that on average compliant materials cost $0.02 more per unit/disposable foodware;
- Supply chain issues are not an issue; product production is robust; and sources are readily available; and
- Engagement efforts helped identify local vendors producing non-EPS options.

Ordinance Implementation

- Ordinance provides a 6 month period of no punitive enforcement to allows for:
  - Outreach to businesses about Ordinance and information on compliant materials; and
  - Businesses to use up previously purchased non-compliant product(s).
- Following the 6 month period, there will be a leniency period in which:
  - Businesses that are not in compliance will be issued a warning and 14 days to show proof of complaint purchase before a formal citation is issued.
- After one year of EPS Ordinance adoption, violators will have to pay Oxnard City Code violation fines.

Committee /Community Engagement / Outreach

- Committee supported the EPS Ord. approach, and recommended removal of a hardship provision for non-profit organizations;
- EPS Ordinance aligns with the City adopted Climate Action and Adaptation Plan (CAAP);
- City staff developed an interested parties list targeting businesses which may utilize EPS. Robust and extensive community engagement to approx. 1,300;
- Focused on: food establishment, wholesale/warehousing business, and mobile food vendors; and
- English/Spanish survey/engagement.

EPS Survey and Engagement Results "

- Carve out for fish and meat processing facilities due to lack of non-EPS compliant packing, distribution, and shipping alternatives;
- General support for EPS Ordinance;
- Concern over cost and securing compliant products;
- Knowledge regarding what is contained in EPS Ordinance; and
- Need for information on where compliant products can be procured, dropped off, and bi-lingual information materials would be good.

Recommendation

That the Community Services, Public Safety, Housing & Development Committee (“Committee”) recommend Council approval of the EPS Ordinance to regulate the use and distribution of EPS food containers and products.

CITY OF OXNARD CALIFORNIA

QUESTIONS?

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

REPORTS
AGENDA ITEM NO. D.4

DATE: November 22, 2022

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

FROM: Alexander Hamilton, Fire Chief, (805) 385-7700, alexander.hamilton@oxnard.org

SUBJECT: Award of Agreement for Fire Department Annual Wellness Exams. (15 Minutes)

RECOMMENDATION

That the Community Services, Public Safety, Housing & Development Committee recommend City Council approve the Mayor to sign an agreement with a vendor to provide annual wellness exams for the Fire Department at the completion of the evaluation or proposals that are currently underway.

Please click the following link to view the required Measure M pre-recorded presentation video: https://youtu.be/csA8uytkdXU

BACKGROUND

Currently the Fire Department provides annual wellness medical examinations to certain staff. These exams, provided on a voluntary basis, provide comprehensive medical examinations in accordance with National Fire Protection Association (NFPA) 1582 standards. The annual medical examinations also fulfill the bi-annual requirement of Department of Transportation (DOT) medical examinations for firefighter driver/operator endorsements. The contract for these services is competitively bid and the current agreements have expired. A request for proposals is underway in the review stage.

DISCUSSION

The Fire Department wellness program is a voluntary joint labor/management program designed to enhance both the physical and mental wellness of fire department staff. The program comprises two major components that include physical fitness/ therapy and annual medical examinations. The medical examination portion of the program is guided by National Fire Protection Association (NFPA) 1582 and is considered the gold standard for firefighter wellness. The exams cover a broad scope of services and include multiple exams and screening test for certain types of cancers, blood screens for specific hazardous materials, wellness screening specific to female and male reproductive systems, mental health screening, and evaluations of major organs and body systems. The scope of the tests is specifically designed to screen for high risk diseases associated with the types of occupational hazards in fire protection and emergency services.

The last competitive bid for these services took place in 2017, with a three-year agreement awarded that has been amended for two additional years of service. The agreement expired in October 2022 and required a competitive proposal process be initiated. Request for Proposal #FD 23-43 was posted on Public Purchase September 19, 2022 and closed October 10, 2022. Four proposals have been received and are scheduled to be evaluated by a panel of subject matter experts the week of November 7-11. It is critical for Fire Department

Operations that the contract be awarded before the calendar year end of 2022 as the medical exams take place January to February annually.

To stay on schedule with the medical exams while adhering to City Ordinance for procurement and Brown Act the Fire Department will present the results of the evaluation and request an agreement be awarded to the vendor with the most responsible proposal on December 20, 2022. Full disclosure of the evaluation process and competitive bid will be outlined in the staff report submitted for the December 20 Council Meeting. The estimated agreement value is $110,000 annually for a not to exceed of $330,000 over three years.

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 cost of annual medical exams is budgeted in the Fire Department General Fund account 1012501-53200.

Prepared by: Jaime Villa, EMS Coordinator

ATTACHMENTS

1. Wellness Medical Exam PPT

Fire Department Wellness Program

Annual Medical Examinations

Alex Hamilton, Fire Chief

CITY OF OXNARD CALIFORNIA

That the Community Services, Public Safety, Housing & Development Committee recommend City Council approve the execution of an agreement with a vendor to provide Fire Department Wellness examinations.

Currently the Fire Department provides annual wellness exams to certain staff performing high risk, high exposure job functions

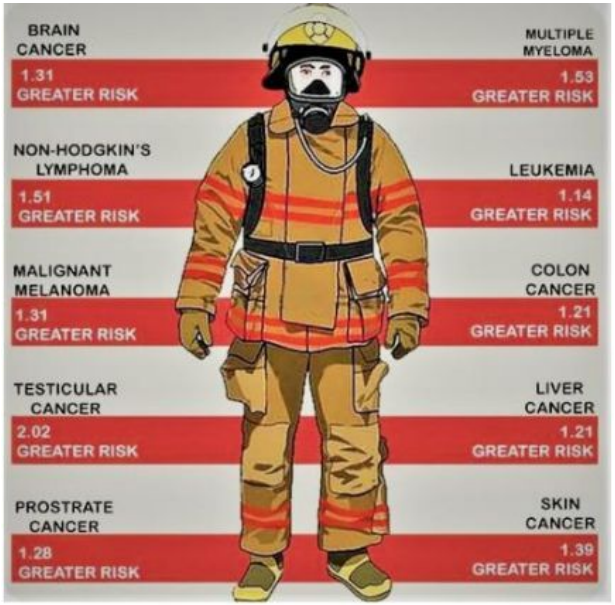
Contracts for these exams are competitively bid every 3 to 5 years

Scope of work for the medical exams are guided by the National Fire Protection Association (NFPA) 1582 standard

NFPA 1582 is considered the gold standard for fire service physical examinations

Medical examinations also fulfill other requirements such as respiratory fit testing and Department of Motor Vehicles medical examinations

Fire Department Wellness is a joint labor and management initiative.



Firefighters elevated cancer risk, LeMaster study.

Exams cover multiple body systems and focus on testing and early detection of diseases and cancers common to the fire service.

Last bid and award for services occurred in 2017.

RFP for the new contracts began on September 19th and closed on October 10th.

Four proposals have been submitted and are currently under review by a three person panel.

Exams are scheduled to take place in the months of January through February of 2023.

This time frame is crucial to reduce the impact on fire department operations.

To meet the anticipated schedule and adhere to City Ordinance as well as the Brown Act, a staff report requesting approval to award an agreement to the most responsive proposal will be presented on December 20, 2022 Council Meeting.

The anticipated agreement will have a not to exceed amount of $110,000 annually for three years with an option to renew for two additional years.

CITY OF OXNARD CALIFORNIA

CITY OF OXNARD CALIFORNIA

QUESTIONS