

STAFF REPORT



CITY OF OCEANSIDE

DATE: August 23, 2023

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **ORDINANCE AMENDING CHAPTER 13 OF THE OCEANSIDE CITY CODE SUPPORTING THE REDUCTION OF MARINE DEBRIS AND LITTER CAUSED BY SINGLE-USE PLASTIC PRODUCTS, POLYSTYRENE PRODUCTS, AND APPROVAL OF EDUCATION CONTRACTS**

SYNOPSIS

Staff recommends that the City Council introduce an ordinance amending Chapter 13 of the Oceanside City Code to support the reduction of marine debris and litter caused by single-use plastic and polystyrene products; approve a Professional Services Agreement (PSA) with MainStreet Oceanside in the amount not to exceed \$10,500 for business education and workshops, approve Amendment 4 to the PSA with Hoch Consulting in the amount not to exceed \$80,475 for ordinance development support, approve Amendment 1 to the PSA with Oceanside Chamber of Commerce in the amount not to exceed \$10,000 for education and outreach for Green Oceanside; and authorize the City Manager or his designee to execute the agreement and amendments.

BACKGROUND

On May 3, 2023, the City Council directed staff to develop an ordinance to reduce marine debris by expanding upon the State's current single-use plastic bag ban, and add a prohibition on polystyrene sales within the City.

Since 2012, the City has educated the community about zero waste and the need to reduce marine debris in our community. These education and outreach efforts included outreach booths, workshops, and additional events with Oceanside residents, business, and visitors to promote Oceanside's Be Disposable-Free Campaign.

On March 17, 2021, the City Council approved the 2020 Zero Waste Plan. The Zero Waste Plan identified a need to continue with education and reduce marine debris and litter in the community, protect the environment, and conserve resources.

The proposed Marine Debris Reduction Ordinance (Ordinance) will expand on current State restrictions on the prohibition of single-use plastic bags and further prohibit

polystyrene products. The Ordinance will also include a component of education to businesses for the first year, before enforcement starts in July 2024.

The Ordinance also promotes the use of more sustainable alternatives that are compostable, recyclable, or reusable. Staff plans to provide support to the business community through education and technical assistance by working with MainStreet Oceanside, Hoch Consulting, and Oceanside Chamber of Commerce.

ANALYSIS

The proposed updates to Chapter 13 Article IV of the Oceanside City Code pertaining to Solid Waste and Recycling include the following:

- On January 1, 2025, prohibit the distribution of single-use plastic carryout bags by all retail establishments and food service providers in Oceanside. This does not include produce or product bags for food service providers.
 - If a business chooses to provide a carryout bag option (reusable or recyclable) the business must charge at least 10 cents per bag. The current State ban only applies to grocers, convenience and liquor stores, and pharmacies
- On July 1, 2024, prohibit the distribution of the following products made in whole or in part from polystyrene foam: egg cartons, food service ware, food trays, shipping boxes, packing peanuts, and packing materials.
- On July 1, 2024, prohibit the distribution of the following products made in whole or in part from polystyrene foam that is not wholly encapsulated or encased within a non-polystyrene foam: coolers, ice chests, pool and beach toys, dock floats, mooring buoys, or anchor or navigation markers.
- Distribution of the following products made in whole or in part from polystyrene foam will be allowed: prepared food packaged in food service ware or food trays if it is packaged outside of the City of Oceanside, packaging or containers for drugs, medical devices, or biological materials, and products that are pre-packed outside of the City of Oceanside using polystyrene foam as part of the packing material with the exception of egg cartons.
- Retail establishments and food service providers will be required to post educational materials about the Marine Debris Reduction Ordinance for at least one year.

The proposed Ordinance does not provide any business exemptions or waivers due to concerns expressed during the May 2023 Council Meeting. In doing so, staff developed an implementation timeline which would allow businesses to utilize existing materials and provide enough time to find new products and vendors. Additionally, the proposed implementation timeline aligns with the expiration dates for waiver programs in neighboring jurisdictions, providing consistency and equity across North County. The proposed timeline for polystyrene foam and carryout bag restrictions is as follows:

- July 1, 2024: Polystyrene foam products would be prohibited
- January 1, 2025: Carryout bags would be prohibited and businesses may provide a reusable or recyclable paper bag.

No new penalties for non-compliance were developed as part of this ordinance. It is anticipated that Oceanside Code Enforcement staff will be responsible for enforcement of this ordinance on a complaint basis and will be working with the City Attorney’s office utilizing remedies set forth in the Oceanside City Code including section 1.8 (criminal remedies), 1.14 through 1.14.8 (administrative remedies), and chapter 17 (nuisance abatement).

FISCAL IMPACT

Staff will be actively working with MainStreet Oceanside, Hoch Consulting and Oceanside Chamber of Commerce to provide businesses with education and technical assistance through December 2024. The proposed PSA and amendments to Professional Services Agreements with MainStreet Oceanside, Hoch Consulting and Oceanside Chamber of Commerce for implementation of the marine debris reduction programming, including but not limited to workshops, technical assistance, and business engagement will cost a total of \$100,975. A breakdown of the associated contracts is below in Table 1. This project will be charged to the Solid Waste and Recycling Administration account 700010731.5305, which has a current balance of \$451,915; therefore, sufficient funds are available.

The available funds in this account were originally earmarked for other Professional Services contemplated for the Solid Waste and Recycling Division this fiscal year. A future appropriation request from reserves may be required depending on future contract values at the time of award.

Table 1

700010731.5305 - SOLID WASTE & RECYCLING	
Current available balance	\$451,915
MainStreet PSA	\$10,500
Hoch Consulting Amendment 4	\$80,475
Oceanside Chamber of Commerce Amendment 1	\$10,000
Total Contract and Amendments	\$100,975
Estimated Ending Balance	\$350,940

Solid Waste Contract Administration revenues in the Solid Waste fund (731) are the funding source for this project.

INSURANCE REQUIREMENTS

Standard Insurance requirements will be met for the contract and amendments in question.

COMMISSION OR COMMITTEE REPORT

Does not apply.

ENVIRONMENTAL DETERMINATION

City staff has completed a preliminary review of this project in accordance with the City of Oceanside's Environmental Review Guidelines and the California Environmental Quality Act (CEQA), 1970. Based upon this review, staff determined that the revision to the Ordinance is categorically exempt pursuant to Section 15307 and Section 1508 of Title 14 of the California Code of Regulations as an activity undertaken by the City for the protection and enhancement of the environment.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

Staff recommends that the City Council introduce an ordinance amending Chapter 13 of the Oceanside City Code to support the reduction of marine debris and litter caused by single-use plastic and polystyrene products; approve a Professional Services Agreement (PSA) with MainStreet Oceanside in the amount not to exceed \$10,500 for business education and workshops, approve Amendment 4 to the PSA with Hoch Consulting in the amount not to exceed \$80,475 for ordinance development support, approve Amendment 1 to the PSA with Oceanside Chamber of Commerce in the amount not to exceed \$10,000 for education and outreach for Green Oceanside; and authorize the City Manager or his designee to execute the agreement and amendments.

PREPARED BY:

SUBMITTED BY:

For 

Rosemarie Chora
Water Utilities Division Manager



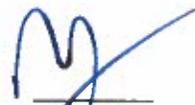
Jonathan Borrego
City Manager

REVIEWED BY:

Michael Gossman, Assistant City Manager

Lindsay Leahy, Water Utilities Director

Jill Moya, Financial Services Director







ATTACHMENTS:

- A: Ordinance
- B: Professional Services Agreement – MainStreet Oceanside
- C: Amendment 4 with Hoch Consulting
- D: Amendment 1 with Oceanside Chamber of Commerce
- E: Notice of Exemption

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OCEANSIDE AMENDING CHAPTER 13, ARTICLE IV OF THE OCEANSIDE CITY CODE TO SUPPORT THE REDUCTION OF MARINE DEBRIS AND LITTER CAUSED BY SINGLE-USE PLASTIC PRODUCTS AND SINGLE-USE POLYSTYRENE PRODUCTS

WHEREAS, the City of Oceanside, California has a strong interest in encouraging the conservation of resources, reducing beach litter and marine pollution, and protecting local wildlife and waterways, all of which increases the quality of life of and promotes the health and welfare of Oceanside residents and visitors; and

WHEREAS, an important goal of the City of Oceanside is to achieve zero waste; and

WHEREAS, the use of disposable food service ware items and single-use carryout bags have negative environmental impacts, including Green House Gas emissions, litter, water consumption, solid waste generation, litter and pollution, and effects on wildlife; and

WHEREAS, there are several alternatives to disposable food service ware items and single-use carryout bags available, including recycled paper bags and reusable bags produced from sustainable materials; and

WHEREAS, in furtherance of the foregoing objectives, certain language and practices need to be updated or added in the City Code.

NOW, THEREFORE, the City Council of the City of Oceanside DOES ORDAIN as follows:

SECTION 1. Article IV of Chapter 13 of the Oceanside City Code is hereby amended to read as follows:

ARTICLE IV. - MARINE DEBRIS REDUCTION ORDINANCE

Sec. 13.42 Intent and purpose

It is the intent of this article to encourage conservation of resources, reducing beach litter,

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1 marine pollution, and protecting local wildlife and waterways, all of which increase the quality
2 of life and promote the health and welfare of Oceanside residents and visitors.

3 **Sec. 13.43. Definitions.**

4 Unless the context otherwise clearly indicates, the words and phrases used in this article
5 are defined as follows:

6 (a) *Carryout Bag* means a bag provided at the check stand, cash register, point of sale, or
7 other location for the purpose of transporting food or merchandise out of a retail
8 establishment or food service provider's premises. For the purposes of this chapter,
9 carryout bags do not include produce bags or product bags.

10 (b) *City* means the City of Oceanside.

11 (c) *City Facility* means any building, structure, park, beach or vehicle owned and operated
12 by the City of Oceanside.

13 (d) *Compostable* means items that are accepted for collection within the City's organic
14 materials collection program, as determined by the City.

15 (e) *Customer* means any person purchasing goods from a store.

16 (f) *Disposable Food Service Ware* means food service ware items that are designed for
17 one-time or limited use.

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

20 (h) *Food Service Provider* means any person or establishment that provides or sells
21 prepared food or beverages on or off its premises within the City, including, but not limited
22 to:

23 (1) a restaurant, café, coffee shop, fast food restaurant, drive-thru service, grocery
24 store, supermarket, convenience store, delicatessen, cafeteria, farmers' market, or
25 similar fixed place where prepared food is available for consumption on or off the
26 premises;

27 (2) any mobile store, food vendor, caterer, food truck, or similar mobile food
28 service that provides prepared food; and

1 (3) transient lodging facilities, including, but not limited to, hotels, motels, and bed
2 and breakfasts that provide prepared food for guests, customers, or visitors,
3 regardless of whether the prepared food is complimentary or available for purchase
4 by the customer.

5 (i) *Food Service Ware* means items used for containing, serving, or consuming prepared
6 food, including, but not limited to: containers, cups, bowls, plates, trays, cartons, boxes,
7 and accessory food service ware items.

8 (j) *Operator* means the person in control of, or having the responsibility for, the operation
9 of a store, which may include, but is not limited to, the owner of the store.

10 (k) *Person* means any person, business, firm, limited liability company, corporation, or
11 event organizer or promoter; public, nonprofit or private entity, agency or institution; or
12 partnership, association or other organization or group however organized, or any other
13 entity whatsoever.

14 (l) *Polystyrene* means a thermoplastic petrochemical material utilizing the styrene
15 monomer including, but not limited to, polystyrene foam or expanded polystyrene
16 processed by any number of techniques including, but not limited to, fusion of polymer
17 spheres (expandable bead polystyrene), injection molding, foam molding, extrusion-blow
18 molding (extruded foam polystyrene), and clear or solid polystyrene (oriented
19 polystyrene).

20 (m) *Postconsumer Recycled Material* means a material that would otherwise be destined
21 for solid waste disposal, having completed its intended end use and product life cycle. The
22 term "postconsumer recycled material" does not include materials and by-products
23 generated from, and commonly reused within, an original manufacturing and fabrication
24 process.

25 (n) *Prepared Food* means food or beverages that are prepared and served by a Food
26 Service Provider using any cooking or food or beverage preparation technique and that
27 are ready to consume, either on or off the Food Service Provider's premises, without
28 further food or beverage preparation or repackaging. Prepared Food does not include raw

1 or uncooked whole fruits or vegetables that are not prepared through chopping, squeezing,
2 blending, mixing, or otherwise altered through food preparation; nor does Prepared Food
3 include uncooked meat, poultry, fish, or eggs that are not provided for further consumption
4 without food preparation.

5 (o) *Produce Bag* means any bag without handles provided to a Customer to carry produce,
6 bulk food, or other food items to the point of sale inside a store and protects food or
7 merchandise from being damaged or contaminated by other food or merchandise when
8 items are placed together in a carryout bag.

9 (p) *Product Bag* means:

10 (1) A bag to hold prescription medication dispensed from a pharmacy;

11 (2) A bag provided to a Customer to protect merchandise from being damaged or
12 contaminated by other merchandise when items are placed together in a carryout
13 bag; or,

14 (3) A bag without handles that is designed to be placed over articles of clothing on
15 a hanger, newspaper bags, door-hanger bags, or bags sold in packages containing
16 multiple bags intended for use as solid waste container liners or pet waste bags.

17 (q) *Recyclable* means material that can be sorted, cleansed, and reconstituted using
18 available recycling collection programs for the purpose of using the altered form in the
19 manufacture of a new product. Recycling does not include burning, incinerating,
20 converting, or otherwise thermally destroying solid waste.

21 (r) *Recyclable Materials* mean those discarded materials that generators set out in
22 recyclable materials containers for collection for the purpose of recycling by an authorized
23 collector and that exclude excluded waste. No discarded materials shall be considered
24 recyclable materials unless such material is separated from organic materials and solid
25 waste. Recyclable materials shall include any material allowed in the recyclable materials
26 container of the City's discarded materials collection service as may be amended from
27 time to time by the City and/or an authorized collector.

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1 (s) *Recycle* or *Recycling* means the process of sorting, cleansing, treating, and
2 reconstituting materials that would otherwise be disposed of at a landfill for the purpose
3 of returning such materials to the economy in the form of raw materials for new, reused,
4 or reconstituted products. Recycling includes processes deemed to constitute a reduction
5 of landfill disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does
6 not include gasification or transformation as defined in Public Resources Code Section
7 40201.

8 (t) *Recycled Paper Bag* means a carryout bag that meets all of the following requirements:

9 (1) Contains no old growth fiber.

10 (2) Is one hundred (100) percent recyclable overall and contains a minimum of
11 forty (40) percent postconsumer recycled material.

12 (3) Is capable of composting, consistent with the timeline and specifications of the
13 American Society of Testing and Materials (ASTM) Standard D6400.

14 (4) Is accepted for recycling in the city's curbside recyclable materials program.

15 (5) Has printed on the bag the name of the manufacturer, the country where the bag
16 was manufactured, and the minimum percentage of postconsumer content.

17 (6) Displays the word "recyclable" on the outside of the bag, to the extent permitted
18 under applicable law regarding recyclability claims.

19 (u) *Retail Establishment* means any establishment that sells or provides merchandise,
20 goods, or materials primarily intended for consumer or household use, including food,
21 clothing, household items, personal items, supplies, electronics, or other items directly to
22 a consumer. Retail Establishments include grocery stores, department stores, clothing
23 stores, hardware stores, supply stores, pharmacies, liquor stores, convenience stores,
24 outdoor farmers' market, and any other retail store or vendor. Retail Establishment does
25 not include Food Service Providers.

26 (v) *Reusable Bag* means a bag that is specifically designed and manufactured for multiple
27 uses and meets the reusable bag requirements set forth in California Public Resources
28 Code Section 42281.

1 (w) *Reusable Food Service Ware* means Food Service Ware that is manufactured out of
2 durable materials to be used repeatedly over an extended period of time and is able to be
3 washed and sanitized in accordance with applicable laws and regulations.

4 (x) *Single-Use Carryout Bag* means a bag made of plastic, paper or other material that is
5 provided by a store to a Customer at the point of sale that is not a Recycled Paper Bag or
6 Reusable Bag and does not meet the requirements of a Recycled Paper Bag or a Reusable
7 Bag.

8 **Sec. 13.44. Carryout bag requirements**

9 (a) A Retail Establishment or Food Service Provider in the City shall not provide a
10 Carryout Bag to a Customer at the point of sale, except as provided for in this chapter.

11 (b) Retail Establishments may distribute only Reusable Bags or Recycled Paper Bags for
12 the purpose of carrying away goods, merchandise, or other items from the point of sale,
13 in accordance with this chapter. Food Service Providers located within Retail
14 Establishments shall comply with the requirements of subsection (c) below.

15 (c) Food Service Providers may distribute only Reusable Bags or Recycled Paper Bags
16 for the purpose of carrying away Prepared Food or other goods from the point of sale, in
17 accordance with this chapter. Food Service Providers shall comply with the requirements
18 of this chapter for both on-premises and off-premises consumption of Prepared Food and
19 for any method of ordering, including: in-person, telephone, drive-through, self-serve,
20 digital order, or through a third-party food delivery platform. Food Service Providers may
21 use Product Bags or Produce Bags for takeout or delivery orders to hold containers of
22 Prepared Food items that are liquids susceptible to spilling, such as soups, if specifically
23 needed to prevent spilling during transport.

24 (d) Nothing in this article prohibits Customers from using bags of any type that they bring
25 to a Retail Establishment or Food Service Provider themselves or from opting to not use
26 a Carryout Bag for their items.

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1 **Sec. 13.45. Carryout bag charge.**

2 (a) A Retail Establishment or Food Service Provider that provides Recycled Paper Bags
3 or Reusable Bags at point of sale shall charge the Customer no less than ten cents (\$0.10)
4 for each bag provided.

5 (b) The Retail Establishment or Food Service Provider shall inform the Customer of the
6 charge prior to completing the transaction and shall separately itemize such charge on the
7 sales receipt.

8 (c) Retail Establishments and Food Service Providers subject to this chapter shall maintain
9 records demonstrating compliance with this chapter and make such records available for
10 inspection upon request of the city manager or designee.

11 (d) A Retail Establishment or Food Service Provider shall not require a Customer to use,
12 purchase, or accept a Carryout Bag as a condition of sale of any product.

13 (e) All monies collected pursuant to this section shall be retained by the Food Service
14 Provider or Retail Establishment and shall be used only for the following purposes:

15 (1) Costs associated with complying with the requirements of this chapter.

16 (2) Actual costs of providing Recycled Paper Bags or Reusable Bags.

17 (3) Costs associated with educational materials or educational campaigns
18 encouraging the use of Reusable Bags.

19 **Sec. 13.46. Exceptions from carryout bag requirements.**

20 A Retail Establishment or Food Service Provider that makes Reusable Bags or Recycled
21 Paper Bags available for purchase at the point of sale shall provide a Reusable Bag or a Recycled
22 Paper Bag at no cost to a Customer using:

23 (a) A payment card or voucher issued by the California Special Supplemental Food
24 Program for Women, Infants, and Children pursuant to article 2 (commencing with
25 Section 123275) of chapter 1 of part 2 of division 106 of the California Health and Safety
26 Code; or

27 (b) An electronic benefit transfer (EBT) card issued pursuant to Section 10072 of the
28 California Welfare and Institutions Code.

1 **Sec. 13.47 Distribution of foam prohibited**

2 (a) No person may distribute egg cartons, Food Service Ware, or food trays made, in whole
3 or in part, from Polystyrene foam.

4 (b) No person may distribute the following items made, in whole or in part, from
5 Polystyrene foam that is not wholly encapsulated or encased within a non-Polystyrene
6 foam material:

7 (1) coolers, ice chests, or similar containers;

8 (2) pool or beach toys;

9 (3) or dock floats, mooring buoys, or anchor or navigation markers.

10 (c) No person may distribute shipping boxes, packing peanuts, and packing materials
11 made, in whole or in part, from Polystyrene foam.

12 **Sec. 13.48. Use of non-compliant foam prohibited**

13 No person shall use the products prohibited from distribution in section 13.47 in or at City
14 Facilities.

15 **Sec. 13.49. Exceptions from foam prohibitions**

16 It shall not be a violation of section 13.44 to distribute Prepared Food packaged in Food
17 Service Ware or use food trays made, in whole or in part, from Polystyrene foam, if the Prepared
18 Food is packaged outside the City and is provided to the Consumer as originally packaged.
19 Packaging or containers used for drugs, medical devices, or biological materials shall also be
20 exempt, as well as any products that are pre-packaged outside of the City using Polystyrene foam
21 as part of the packing material (except for egg cartons), as long as the products themselves are
22 not made of Polystyrene foam or unless a more durable material wholly encapsulates or encases
23 the Polystyrene foam.

24 **Sec. 13.50. Other provisions and requirements**

25 (a) Food Service Providers are strongly encouraged, but shall not be required, to provide
26 a refillable or Reusable Food Service Ware rather than Disposable Food Service Ware
27 for Customers, where practicable.

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1 (b) Food Service Providers, at their discretion, shall be permitted to charge for Food
2 Service Ware provided, to offset costs of alternative materials, if any, and/or encourage
3 use of Reusable Food Service Ware.

4 (c) Retail Establishments and Food Service Providers shall post educational material
5 regarding the requirements of this chapter, if such educational materials have been
6 provided by the City. The educational materials shall be posted on or near the point-of-
7 sale counter, menu, check-stand, or other location that is clearly visible to the Customer
8 prior to purchasing goods from a Retail Establishment or Food Service Provider. This
9 requirement shall lapse and become optional one year from the effective date of each
10 applicable Section of this Ordinance, as specified in Subsections 13.51 (a) and (b).

11 (d) Regulated entities are encouraged, but not required, to take actions in addition to the
12 requirements of this chapter that support the goal of reducing the use of and waste
13 generated by single-use Food Service Ware items and Carryout Bags, including
14 encouragement of Customers to bring their own Reusable Bags and containers.

15 **Sec. 13.51. Implementation and enforcement.**

16 (a) Sections 13.44, 13.45, 13.46, and all other language in this Ordinance pertaining to the
17 distribution of Carryout Bags, including but not limited to Sections 13.43 and 13.50, shall
18 take effect on January 1, 2025.

19 (b) Sections 13.47, 13.48, 13.49, and all other language in this Ordinance pertaining to the
20 distribution of Polystyrene foam, including but not limited to Sections 13.43 and 13.50,
21 shall take effect on July 1, 2024.

22 (c) The city manager or designee is authorized to establish regulations and to take any and
23 all actions reasonable and necessary to obtain compliance with this article.

24 (d) The city attorney is authorized to pursue all available administrative, civil and criminal
25 remedies set forth in the Oceanside City Code to enforce this Ordinance, including, but
26 not limited to, Oceanside City Code sections 1.7 (criminal remedies) and 1.14
27 through 1.14.8 (administrative remedies), and chapter 17 (nuisance abatement). The city
28 attorney may seek legal, injunctive, or other equitable relief to enforce this Ordinance.

1 (e) The remedies and penalties provided in this section may be cumulative and not
2 exclusive, and nothing in this article shall preclude any person from pursuing any other
3 remedies provided by law.

4 **Sec. 13.52. No conflict with federal or state law.**

5 Nothing in this article is intended to or shall be interpreted as conflicting with applicable
6 law. In the event that the State of California enacts any law or regulation that restricts or requires
7 California specified alternative material types for the materials specified in this Ordinance based
8 on the disposability or material composition of such items, the State legislation shall supersede
9 the applicable sections of this Ordinance, upon determination and approval of City Council.

10 **SECTION 2.** If any section, sentence, clause or phrase of this Ordinance is for any reason
11 held to be invalid or if unconstitutional by a decision of any court of competent jurisdiction, such
12 decision shall not affect the validity of the remaining portions of this Ordinance. The City Council
13 hereby declares that it would have passed this Ordinance and adopted this Ordinance and each
14 section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections,
15 subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

16 **SECTION 3.** The City Clerk of the City of Oceanside is hereby directed to publish this
17 Ordinance, or the title hereof as a summary, pursuant to state statute, once within (15) days after
18 its passage in a newspaper of general circulation published in the City of Oceanside.

19 **SECTION 4.** This Ordinance shall take effect and be in force on the thirtieth (30th) day
20 from and after its final passage.

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CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: MARINE DEBRIS ORDINANCE EDUCATION AND OUTREACH SERVICES, 700010731.5355

THIS AGREEMENT, dated July 27, 2023 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and MAINSTREET OCEANSIDE., hereinafter designated as "CONSULTANT."

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONSULTANT desires to provide education and outreach to the Oceanside small business community on the Marine Debris Ordinance more particularly described in the CONSULTANT'S proposal dated July 6, 2023, attached hereto and incorporated herein as Exhibit A.
2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of its employees, agents, and subcontractors under this Agreement, including the training of each employee regarding the rights and responsibilities of an employer and employee for any potential discrimination or harassment claim under state or federal law. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.
3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.
4. **LIABILITY INSURANCE.**
 - 4.1. CONSULTANT shall, throughout the duration of this Agreement maintain

**MARINE DEBRIS ORDINANCE EDUCATION AND OUTREACH SERVICES,
700010731.5355**

comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance

(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 2,000,000
General Aggregate	\$ 4,000,000*

Commercial General Liability Insurance

(bodily injury and property damage)

General limit per occurrence	\$ 2,000,000
General limit project specific aggregate	\$ 4,000,000

<u>Automobile Liability Insurance</u>	\$ 2,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.4 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

**MARINE DEBRIS ORDINANCE EDUCATION AND OUTREACH SERVICES,
700010731.5355**

- 4.5 All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.6 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.7 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.8 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.9 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of Two Million Dollars (\$2,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of CONSULTANT's work, including the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful

**MARINE DEBRIS ORDINANCE EDUCATION AND OUTREACH SERVICES,
700010731.5355**

misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed \$10,500.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that results in incidental expenses to CITY.

8. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY by June 30, 2024.

9. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

10. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

**MARINE DEBRIS ORDINANCE EDUCATION AND OUTREACH SERVICES,
700010731.5355**

11. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

12. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

13. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth above.

MAINSTREET OCEANSIDE

By: *Ronald Wright* CEO
Name/Title

By: *[Signature]* COO
Name/Title

33-0923945
Employer ID No.

CITY OF OCEANSIDE

By: _____
Lindsay Leahy, Water Utilities Director

APPROVED AS TO FORM:

[Signature]
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

Exhibit A



July 6, 2023

MainStreet Oceanside
701 Mission Avenue
Oceanside, CA 92054

Marine Debris Scope of Work:

MainStreet Oceanside will support the City of Oceanside by educating our small business community about the new Marine Debris Ordinance that is looking to take effect on July 1, 2024. MainStreet Oceanside will offer the following scope of work to implement on this current fiscal year and educate businesses about the ban of single-use plastic bags and Styrofoam products.

Education and Outreach:

Collaborate with the Oceanside Chamber of Commerce to produce introductory workshops of the Marine Debris Ordinance to our small business community. We will jointly offer our space and invite our business community to give us feedback regarding the ordinance. We hope to collect data to implement the appropriate ordinance without affecting our business community bottom-line.

Education and Outreach Products:

MSO provides free (or affordable) and family-oriented events and activities to our community. We routinely engage and promote our downtown businesses at our events and in our digital marketing outreach. The following education and outreach products target our community to visit and support our businesses and downtown events.

1. Information Booths:

We will utilize our Thursday Farmers and Sunset Markets to educate and inform our visitors and locals about programs and events produced to help reduce the use of single-use plastic bags and Styrofoam products. Additionally, our volunteer-driven Downtown Ambassador Program participants are trained to support our partners' initiatives through dissemination of educational and informative materials. **\$300 value**

2. E-Newsletter Marketing Program:

MSO reaches over 6,000 direct followers through our bimonthly What's Up Downtown Oceanside, which is an e-newsletter used to promote our partners, programs, events and special messaging on a bimonthly basis. **\$1,200 value**

3. Discover Downtown Magazine:

MSO publishes our Discover Downtown Magazine three (to four) times a year to inform our community about our vibrant downtown scene. We print a minimum of 20,000 magazines and mail an average of 18,000 copies to residents in Oceanside at the following zip codes: 92054, 92056, 92057 and 92058. The remaining 2,000 copies are distributed to the public via our Thursday markets. We are proposing a dedicated page in each publication for education and outreach of Green Oceanside's messaging. **3 x \$1,000 = 3,000 value**

4. Downtown Kiosk Program:

MSO manages four static kiosks and one digital kiosk within the Downtown District. The kiosks are leveraged year-round with the ability to make changes to the content as needed. Content promoting businesses, programs and events rotates in our digital kiosk located at Cleveland Street and Pier View Way, one of Downtown Oceanside's newest public and private developments. **2 locations 6-month advertisement - \$5,000 value**

5. Social Media Platforms:

We plan to post and re-post bi-monthly messaging through our social media platforms including Facebook and Instagram. Our Facebook outreach engages between 25,000 - 40,000 posts reach and gain over 300 new followers monthly through the Sunset Market (19,616 followers) and MainStreet Oceanside (11,841 followers) Facebook pages. Our Instagram page has grown by 40% in the last 18 months and to now over 14,300+ followers, and our Sunset Market Instagram page has 12,700 followers. If applicable, our marketing team can promote messaging to non-English speaking individuals using content in Spanish. **\$1,000 value**

Administration Costs:

This amount covers labor hours, supplies, contract meetings, program planning, monthly meetings, invoicing, record keeping, and other contract management activities. Staff will require that monthly reports include an update on project status, a summary of tasks completed during the month, a summary of data collected for each inspection and site visit, and invoicing associated with the project for that month. For in-person site visits and inspections, the City's consultants will be charging the current federal rate for mileage. Staff has budgeted the above funds to be utilized within the Grant Term.

Funding Request:

MainStreet Oceanside is requesting **\$10,500** to support the Marine Debris Ordinance education and outreach efforts from August 23, 2023 - June 30, 2024

CORPORATE RESOLUTION
OF
Main Street Oceanside, Inc

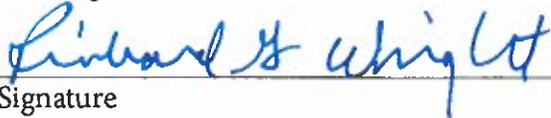
WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

NOW, THEREFORE BE IT RESOLVED:

That the Board of Directors is hereby authorized and approved to authorize and empower the following individuals to make, execute, endorse and deliver in the name of and on behalf of the corporation, any and all written instruments, agreements, and contracts, entered into by this Corporation.

IT IS FURTHER RESOLVED, that any such written instruments, agreements, or contracts shall not bind the corporation for an amount exceeding \$25,000 without the direction and approval of the Board of Directors.

Richard Wright
Chief Executive Officer
760-754-4512
rickwright@mainstreetoceanside.com


Signature

Gumaro Escarcega
Chief Operations Officer
760-754-4512
gumaro@mainstreetoceanside.com


Signature

THE UNDERSIGNED hereby certifies that s/he is the duly elected, qualified and acting Secretary of Main Street Oceanside, Inc. ("The Company") and that the foregoing resolution was submitted to and approved and adopted by the Board of Directors at a meeting held on October 26, 2021, and that said resolution is now in full force and effect without modification or recession as permitted under the bylaws of the Company and in accordance with the provisions of state law under which the Company was incorporated.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her hand effective this twenty-sixth day of October, 2021.


David Schulz, Secretary

Main Street Oceanside, Inc.
701 Mission Avenue
Oceanside, California 92054
(760) 754-4512
Federal Tax ID 33-0923965

California All Purpose Acknowledgment

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

State of California
County of San Diego

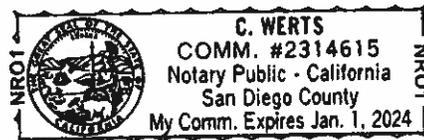
On July 28, 2023 before me C. Werts, Notary Public, personally
appeared RICHARD WRIGHT

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

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



Notary Public



Title of Document: CITY OF OCEANSIDE,
PROFESSIONAL SERVICES AGREEMENT

California All Purpose Acknowledgment

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

State of California
County of San Diego

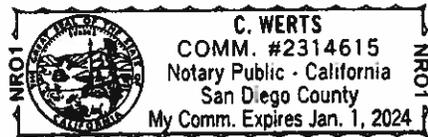
On July 28, 2023 before me C. Werts, Notary Public, personally appeared GUMARO ESCARSEGA

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

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



Notary Public



Title of Document: CITY OF OCEANSIDE -
PROFESSIONAL SERVICES AGREEMENT

**CITY OF OCEANSIDE
AMENDMENT 4 TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: AS-NEEDED CAPITAL IMPROVEMENT PROJECT
MANAGEMENT**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated _____ 20____, for identification purposes, is made and entered into by and between the City of Oceanside, Water Utilities Department, a municipal corporation, hereinafter designated as "CITY", and Hoch Consulting, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated August 8, 2018, hereinafter referred to as the "Agreement", and Amendment 1 to the Agreement dated August 7, 2019, and Amendment 2 to the Agreement dated August 1, 2022, and Amendment 3 to the Agreement dated November 2, 2022, wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the parties desire to amend the scope of the Agreement and provide compensation therefor.

AMENDMENT

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, Scope of Work, shall be amended to include support services for the Solid Waste and Recycling division, the additional scope of work described and outlined in the proposal letter dated June 22, 2023, attached and incorporated herein as Exhibit A.

2. Section 7, Compensation, shall be amended to reflect that all work performed in accordance with this Amendment 4 shall not exceed \$80,745 for a total contract amount of \$3,983,945.

3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

AS-NEEDED CAPITAL IMPROVEMENT PROJECT MANAGEMENT

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth above.

HOCH CONSULTING

CITY OF OCEANSIDE

By: 
Name/Title ADAM HOCH / PRESIDENT

By: _____
Jonathan Borrego, City Manager

Date: 7/31/2023

Date: _____

By: 
Name/Title ADAM HOCH / TREASURER

APPROVED AS TO FORM:

Date: 7/31/2023

46-2659821
Employer ID No.


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

Exhibit A

LETTER PROPOSAL



Hoch Consulting
804 Pier View Way, Suite 100
Oceanside, CA 92054
(tel.) 858-431-9767
ahoch@hochconsulting.com
www.hochconsulting.com

June 22, 2023

City of Oceanside, Water Utilities Department
Ms. Lindsay Leahy, PE
Director Water Utilities
300 N. Coast Highway
Oceanside, CA 92054

Subject: Proposal for As-Needed Support for Solid Waste and Recycling

Dear Ms. Leahy:

The City of Oceanside is currently recruiting for an environmental officer to support the solid waste and recycling program. Additionally, the City is also implementing a polystyrene and bag ordinance along with transitioning into a new solid waste hauler agreement. Hoch Consulting has experience supporting Cities like Oceanside with the efforts of the environmental officer. Hoch Consulting understands that the City may desire as-needed support during the transition.

Specifically, we propose, Ms. Sarah Davis, for these efforts. Ms. Davis has over 10 years of progressive experience in the solid waste and recycling field and water resources field. Ms. Davis previously supported the City of Oceanside's solid waste and recycling program as a Senior Environmental Specialist including management of the Waste Management agreement, implementation and updating city ordinances, compliance reporting, implementing diversion programs including the City's Organics Feasibility Study and Organics Pilot program, and applying and administration of solid waste grants and payment programs.

Ms. Davis will be supported by Ms. Skylar Stephens, who has worked in the public sector for the over 10 years. Ms. Stephens has supported public agencies legislative process including drafting legislation and amendments for the state of Texas, analyzing impacts of proposed legislation for the San Diego County Water Authority and Metropolitan Water District, and presented proposed legislation and associated impacts to community groups. Additionally, Ms. Stephens has extensive experience with customer support calls including manning customer call centers.

Hoch Consulting is pleased to provide as-needed support during the transition. Hoch understands that this support may include but is not limited to associated support with the polystyrene and bag ordinance, Waste Management cost of service study, Prop 218 implementation for solid waste rates, Waste Management contract administration, and customer support calls.

BUDGET

Classification	Hoch Staff Rate	Total Hoch Consulting Labor
Rate (\$/hr)	\$145.00	
As-Needed Solid Waste Support	555	\$80,475
Total Project Proposal	555	\$80,475

SCHEDULE

Hoch Consulting proposes to provide as-needed support to the City of Oceanside while the City is going through the transition to fill the vacant environmental officer position as well as provide support during the implementation of ordinances and the transition to the new Waste Management agreement.

If you have any questions, please do not hesitate to call or e-mail me directly at 858-431-9767 or ahoch@hochconsulting.com.

Sincerely,
HOCH CONSULTING



Adam Hoch, P.E., QSD
President/Principal Engineer
License No. C77635

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of San Diego }

On July 31, 2023 before me, Sydney Sebastian, Notary Public,
(Here insert name and title of the officer)

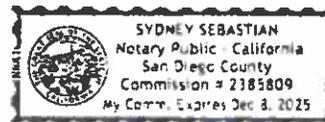
personally appeared Adam Hoch,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Sydney Sebastian
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

City of Oceanside Amendment
(Title or description of attached document)

4 to Professional Services Agree.
(Title or description of attached document continued)

Number of Pages 2 Document Date 7-31-23

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

**PROJECT: GREEN OCEANSIDE EDUCATION SERVICES
836180922272**

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated _____ 20____, for identification purposes, is made and entered into by and between the City of Oceanside, Water Utilities Department, a municipal corporation, hereinafter designated as "CITY", and Oceanside Chamber of Commerce, hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated March 27, 2023, wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

WHEREAS, the parties desire to amend the scope of the Agreement and provide compensation therefor.

AMENDMENT

NOW, THEREFORE, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. Section 1, Scope of Work, shall be amended to include additional work as described in the proposal dated July 19, 2023, attached hereto and incorporated herein as Exhibit A.
2. Section 7, Compensation shall be amended to reflect that all work performed in accordance with Amendment 1 shall not exceed \$10,000, for a total contract price not to exceed \$57,500.
3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

GREEN OCEANSIDE EDUCATION SERVICES - 836180922272

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment, and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth above.

OCEANSIDE CHAMBER
OF COMMERCE

By: [Signature]
Name/Title Scott Ashton, CEO

Date: 7/27/23

By: [Signature]
Name/Title Tracy Chin, COO

Date: 7/27/23

95-1061083
Employer ID No.

CITY OF OCEANSIDE

By: _____
Jonathan Borrego, City Manager

Date: _____

APPROVED AS TO FORM:

[Signature]
City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

See attached notary lease certificate

**CALIFORNIA ALL-PURPOSE
Certificate of Acknowledgment**

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

STATE OF CALIFORNIA

COUNTY OF San Diego

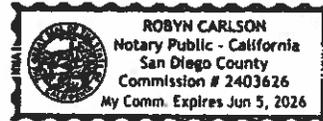
On July 27, 2023 before me, Robyn Carlson, Notary Public,
personally appeared Scott Ashton and
Tracy Chin

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

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

WITNESS my hand and official seal.

Signature Robyn Carlson
Robyn Carlson, Notary Public



OPTIONAL INFORMATION

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document City of Oceanside Amendment 4 to
Professional Services Agreement

Document Date None Number of Pages -2-

Signer(s) Other Than Named Above Jonathan Berrego - City Manager

Exhibit A

July 19, 2023



**Education and Outreach for Green Oceanside
Addendum to Original PSA**

The Oceanside Chamber of Commerce is pleased to submit this addendum to our existing professional services agreement for education/outreach services for Green Oceanside. The addendum is focused on services specifically related to education/outreach on Marine Debris Reduction.

Deliverables

- Chamber will partner with MainStreet Oceanside and City Staff to host education and outreach workshops for the business community on the Marine Debris Reduction issue. Chamber will also help distribute recorded copies of a Zoom version of the workshop to create a larger audience for the content.
- Chamber will make educational materials available at its booth at community events including the North County Health Fair and Oceanside Senior Expo.
- Chamber will make educational materials available at networking events such as Tuesday Coffees and Business Mixers.
- Chamber will make educational materials available for its Oceanside Young Professionals group.

Cost for Marine Debris Reduction Education and Outreach

\$5,000 per year for two years for a total contract value of \$10,000.

Attachment E

above line for County Clerk-Recorder's Office use only



NOTICE OF EXEMPTION

City of Oceanside, California

1. **APPLICANT:** City of Oceanside, Water Utilities Department
2. **ADDRESS:** 300 N. Coast Hwy, Oceanside, CA 92054
3. **PHONE NUMBER:** (760) 435-5021
4. **LEAD AGENCY:** City of Oceanside
5. **PROJECT MGR.:** Ms. Rosemarie Chora, Water Utilities Division Manager
6. **PROJECT TITLE:** Oceanside Marine Debris Reduction Ordinance
7. **DESCRIPTION:**

The project comprises the adoption and implementation of a citywide Marine Debris Reduction Ordinance to expand current State restrictions on the prohibition of single use plastic bags and further regulate the use of food service ware and other items made of polystyrene. The proposed ordinance will prohibit the distribution of single use plastic carryout bags by all retail establishments and food service providers in the City and will require that if a carryout bag is provided it either be a reusable or recyclable paper bag as defined in the ordinance and by State law. A retail establishment or food service provider that provides recyclable paper bags or reusable carryout bags at the point of sale shall charge the customer no less than ten cents for each bag provided.

The proposed ordinance will also prohibit the use of polystyrene by retail and food service providers including egg cartons, food service ware, or food trays made, in whole or in part, from polystyrene foam. No person may distribute the following items made, in whole or in part, from polystyrene foam that is not wholly encapsulated or encased within a non-polystyrene foam material: coolers, ice chests, or similar containers; pool or beach toys; or dock floats, mooring buoys, or anchor or navigation markers. No person may distribute shipping boxes, packing peanuts, and packing materials made, in whole or in part from polystyrene foam.

It shall not be a violation to distribute prepared food packaged in food service ware or use food trays made, in whole or in part, from polystyrene foam, if the prepared food is packaged outside the City and is provided to the consumer as originally packaged. Packaging or containers used for drugs, medical devices, or biological materials shall also be exempt, as well as any products that are pre-packaged outside of the City using polystyrene foam (as part of the packing material except for egg cartons), as long as the products themselves are not made of polystyrene foam or unless a more durable material wholly encapsulates or encased the polystyrene foam.

ADMINISTRATIVE DETERMINATION: Planning Division staff has completed a preliminary review of this project in accordance with the City of Oceanside's Environmental Review Guidelines and the California Environmental Quality Act (CEQA), 1970. Based on this review, staff has determined that further evaluation is not required because:

The proposed project has been found to be categorically exempt pursuant to Section

Attachment E

above line for County Clerk-Recorder's Office use only

15307, Class 7, " Actions by Regulatory Agencies for Protection of Natural Resources. and Section 15308, Class 8, "Actions by Regulatory Agencies for the Protection of the Environment. The proposed ordinance consists of actions to assure the maintenance, restoration, enhancement, and protection of the natural resources and environment.,

- "The activity is covered by the common sense exemption 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" (Section 15061(b)(3)); or,
- The project is statutorily exempt, per Section; or,
- The project does not constitute a "project" as defined by CEQA (Section 15378).

Shannon Vitale, Senior Planner
[project planner name, title]

Date: [day after final decision]

cc: Project file; Counter file; Library
Posting: Assessor/Recorder/County Clerk; Attn: CA Fish and Wildlife Notices; 1600 Pacific Hwy, Suite 260; San Diego, CA 92101; MS: A-33 (Note: \$50.00 Administrative Fee only required if filing for 35-day posting in lieu of 180-day no posting).