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 website at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street
February 5, 2019
Closed Session - 4:30 PM
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. CONFERENCE WITH LABOR NEGOTIATORS (Government Code Section 54957.6)

CC Agency designated representatives: Alex Nguyen, City Manager, Steve Naveau, Director of Human Resources; and Jennie Kelly, Assistant City Attorney. Employee organizations: International Association of Firefighters, AFL-CIO (IAFF), Local No. 1684; Oxnard Peace Officers' Association (OPOA); Oxnard Public Safety Managers Association (Fire Unit and Police Unit).

2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957)

CC Title: City Attorney.

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of February, 2019 as "Black History Month."

2. SUBJECT: Presentation of a Commendation to VIDA Newspaper on the Occasion of Their 35th Anniversary.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in a meeting, please contact the City Clerk's Office at 385-7803. Notice at least 72 hours prior to the meeting will enable the City to reasonably arrange for your accessibility to the meeting.

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

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

G. PUBLIC HEARINGS

Economic Development Department

1. SUBJECT: Public Meeting to Establish the Oxnard Tourism Marketing District (10/10/5)
RECOMMENDATION: That City Council conduct the first Public Meeting to allow the public to provide comments on the formation of the Oxnard Tourism Marketing District (OTMD).
Legislative Body: CC Contact: Ashley Golden Phone: (805) 385-7882

Development Services Department

2. SUBJECT: Planning and Zoning Permit No. 18-630-01 (Specific Plan Amendment) - Request for a Text Amendment to the RiverPark Specific Plan Sign Standards to Allow the Future Construction of Two Monument Signs in Planning Districts B and C. Filed by Ann Walsh of Shea Properties, 2751 Park View Court, Suite 261 Oxnard, CA 93036 (15/15/10)
RECOMMENDATION: That the City Council approve the first reading by title only and waive further reading of an ordinance amending the RiverPark Specific Plan as a result of PZ No. 18-630-01 (Specific Plan Amendment).
Legislative Body: CC Contact: Ashley Golden Phone: (805) 385-7882

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

City Manager Department

1. SUBJECT: List of City Manager Approved Contracts - Informational Only. (5/5/5)
RECOMMENDATION: That City Council receive and file the list of City Manager approved contracts for the period July 9, 2018 through December 31, 2018.
Legislative Body: CC Contact: Alexander Nguyen Phone: (805) 385-7430

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

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

J. REVIEW OF INFORMATION/CONSENT AGENDA

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

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

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

L. INFORMATION CONSENT AGENDA

City Attorney Department

1. SUBJECT: Taxicab Ordinance Adoption.
RECOMMENDATION: That City Council adopt Ordinance No. 2954 amending Article XI to Chapter 11 of the City Code establishing taxicab licensing and operating regulations.
Legislative Body: CC Contact: Stephen M. Fischer Phone: (805) 385-7483

City Clerk Department

2. SUBJECT: Approval of Minutes.
RECOMMENDATION: That the City Council approve the minutes of the January 8, 2019 and January 15, 2019 Regular Meetings as presented.
Legislative Body: CC Contact: Michelle Ascencion Phone: (805) 385-7805

Cultural and Community Service Department

3. SUBJECT: Library Code of Conduct Ordinance Adoption.
RECOMMENDATION: That City Council adopt Ordinance No. 2955 amending Article XV to Chapter 7 of the Oxnard City Code relating to public library rules of conduct.
Legislative Body: CC Contact: Stephen M. Fischer Phone: (805) 385-7483

Public Works Department

4. SUBJECT: Award Household Hazardous Waste Removal Agreement to Stericycle Environmental Solutions, Inc.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute three-year Agreement No. A-8017 with Stericycle Environmental Solutions, Inc. to provide for the removal, transportation, recycling, and disposal of household hazardous waste for an amount not to exceed $250,000 per year with a total contract amount of $750,000.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

5. SUBJECT: Approval of a Budget Appropriation for Landscape Maintenance District Tree Maintenance
RECOMMENDATION: That City Council approve:
1. A budget appropriation in the amount of $13,480 from fund balance of Landscape Maintenance District 33 El Paseo "LMD 33" for the maintenance of trees within the district; and
2. A budget appropriation in the amount of $32,950 from fund balance of Landscape Maintenance District 34 Sunrise Pointe/Sunset Cove "LMD 34" for the maintenance of trees within the district.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

6. SUBJECT: Award Third Amendment to Agreement 6552-14-PW with the Groundskeeper, Inc. for Landscape Maintenance.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Third Amendment to the agreement with The Groundskeeper, Inc. (Agreement No. 6552-14-PW) to increase the agreement total by $50,000 for a total contract value of $397,295, and to extend the term for nine months through September 30, 2019.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

7. SUBJECT: Approval of a Budget Appropriation for Mandalay Bay Seawall Repair.
RECOMMENDATION: That City Council approve a budget appropriation in the amount of $163,431 from the fund balance of the Waterways Assessment District (Fund 121) to establish a budget for engineering services for seawall repair.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

8. SUBJECT: Award Contract A-8115 for Roll Up Door Maintenance/Repairs to County Overhead Door.
RECOMMENDATION: That City Council Award and authorize the Mayor to execute Agreement A-8115 in the amount of $725,000 for the Roll Up Door Maintenance and On-Call Repair Services Project PW 19-07 with Ventura County Overhead Door.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

9. SUBJECT: Approval of Agreement 8445-18-PW with J.T.Z., Inc. for Recycled Glass Hauling.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute Agreement 8445-18-PW with J.T.Z., Inc. for a three (3) year term in an amount not to exceed $460,000 for hauling of recycled glass materials from the Del Norte Recycling and Transfer Station (Del Norte) to Strategic Materials, Inc. in Vernon, California.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

10. SUBJECT: Award Agreement A-8122 to Unlimited Engineering Contracting for Durley Park Improvement Project.
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement No. A-8122 in the amount of $433,484 with Unlimited Engineering Contracting, Inc. for the Durley Park Improvement Project PW 19-41;
2. Approve $43,440 for Project contingency for the Durley Park Improvement Project; and
3. Approve $14,000 for technical engineering support, inspection, survey and project management (City staff) for the Durley Park Improvement Project.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

11. SUBJECT: Approve Revised Purchase Order with Consolidated Fabricators Corporation.
RECOMMENDATION: That City Council:
1. Approve and authorize the Mayor to execute revised Purchase Order No. 7116 with Consolidated Fabricators Corporation for an additional $700,000 for a new not-to-exceed amount of $875,000 for the supply and delivery of commercial waste and recycle containers; and
2. Approve the appropriation of funds in the amount of $700,000 from Environmental Resources Operating Fund Balance to the Environmental Resources Operating Budget for Commercial Collection to provide for the purchase of the containers.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

12. SUBJECT: Approve a Budget Appropriation for Transformer Repairs at Oxnard Wastewater Treatment Plant.
RECOMMENDATION: That City Council approve a budget appropriation request to fund the replacement of a transformer at the Oxnard Wastewater Treatment Plant (OWTP) in the amount of $237,237 and other miscellaneous capital outlay items.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

M. REPORTS

Public Works Department

1. SUBJECT: Appropriation of Funds for Wastewater Treatment Plant Reliability Projects (5/5/5)
RECOMMENDATION: That the City Council approve an appropriation in the amount of $2,640,532 from the Wastewater Treatment Fund 621 in the amount of $2,515,483 and Wastewater Security Contamination Fund 628 in the amount of $125,049 to fund Agreement A-7815 with AECOM Engineering for design of improvements to the projects of the Oxnard Wastewater Treatment Plant.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

2. SUBJECT: Award Contract A-8117 with GSE Construction Company for the OWTP Emergency Repairs Project (5/5/5)
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement A-8117 in the amount of $4,842,300 with GSE Construction Company, Inc., for the Oxnard Wastewater Treatment Plant Emergency Repairs Project PW 18-04;
2. Approve $726,345 for project contingency for the Oxnard Wastewater Treatment Plant Emergency Repairs Project;
3. Approve $484,230 for project management, inspection, and construction management for the Oxnard Wastewater Treatment Plant Emergency Repairs Project; and
4. Approve an appropriation of $6,052,875 to new Capital Improvement Project "Oxnard Wastewater Treatment Plant Emergency Repairs" (Project No. 196602) and an Operating Transfer from Wastewater Collection Operating Fund 611 to Wastewater Treatment Operating Fund 621 in the amount of $6,000,000.
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

3. SUBJECT: Approve Second Amendment to Add Time to the Wastewater Transportation and Treatment Agreement with Channel Islands Beach Community Services District (5/5/5)
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Second Amendment, for a time extension to December 31, 2020, to an Agreement with

Channel Islands Beach Community Services to provide transportation and treatment of wastewater (Agreement No. A-7864).
Legislative Body: CC Contact: Rosemarie Gaglione Phone: (805) 385-8055

City Treasurer Department

4. SUBJECT: Urgency Waiver Resolution. (5/5/5)
RECOMMENDATION: That the City Council adopt a resolution authorizing the City Manager to allow customers to make late payments on debts owed to the City without penalty in certain urgent circumstances.
Legislative Body: CC Contact: Phillip S. Molina Phone: (805) 385-7808

5. SUBJECT: Second Quarter Investment Report for Fiscal Year 18/19. (5/5/5)
RECOMMENDATION: The City Council receive and file the report.
Legislative Body: CC Contact: Phillip S. Molina Phone: (805) 385-7808

N. ADJOURNMENT

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Public Hearing** **AGENDA ITEM NO.: 1**

DATE: February 5, 2019

TO: City Council

FROM: Ashley Golden
Development Services Director

SUBJECT: Public Meeting to Establish the Oxnard Tourism Marketing District (10/10/5)

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, (805) 385-7882

RECOMMENDATION:

That City Council conduct the first Public Meeting to allow the public to provide comments on the formation of the Oxnard Tourism Marketing District (OTMD).

BACKGROUND

As presented at the January 15th City Council meeting, the OTMD is a benefit assessment district proposed to create a revenue source to help fund marketing and sales promotion efforts for Oxnard lodging businesses. This approach has been used successfully in other destination areas throughout the state to improve tourism and drive additional room nights to assessed lodging businesses. The proposed OTMD includes all lodging businesses located within the boundaries of the City of Oxnard.

Lodging business owners decided to pursue formation of the OTMD in order to create a revenue source devoted to marketing Oxnard as a tourist, meeting and event destination. If established, the OTMD would generate approximately $750,000 on an annual basis for promotion of travel and tourism specific to Oxnard.

The OTMD shall be formed pursuant to the Property and Business Improvement District Law of 1994 (94 Law). The 94 Law requires that a public meeting be held prior to the adoption of any new or increased assessment pursuant to Section 54954.6 of the Government Code. The public meeting is the third step in the district formation process and is intended to allow public testimony regarding the proposed assessment. No action is taken by Council during this step.

TOURISM MARKETING DISTRICTS

Tourism Marketing Districts (TMDs) utilize the efficiencies of private sector operation in the market-based promotion of tourism. These special assessment districts allow lodging business owners to organize their efforts to increase tourism. Lodging business owners within the TMD fund the TMD, and those funds are used to provide services that are desired by and benefit the lodging businesses within the TMD. As of January 15th, 93.8% of the lodging businesses in Oxnard supported the formation of the TMD.

TMD benefits:

- Funds cannot be diverted for other government programs
- They are customized to fit the needs of each destination
- They allow for a wide range of services; including: destination marketing, tourism promotion, and sales lead generation
- They are designed, created and governed by those who will pay the assessment
- They provide a stable funding source for tourism promotion

In California, TMDs are primarily formed pursuant to the 94 Law. This law allows for the creation of a special benefit assessment district to raise funds within a specific geographic area. The key difference between TMDs and other special benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the TMD.

MANAGEMENT DISTRICT PLAN

The Management District Plan **(Attachment 1)** includes the proposed boundary of the OTMD, a service plan and budget and a proposed means of governance. The OTMD will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Oxnard.

The proposed OTMD will have a five (5) year term, beginning April 1, 2019 through March 31, 2024. The assessment will be implemented beginning April 1, 2019. Once per year beginning on the anniversary of OTMD formation there is a thirty (30) day period in which business owners paying fifty percent (50%) or more of the assessment may protest and begin proceedings to terminate the OTMD.

The City will be responsible for collecting the assessment on a monthly basis from each lodging business located in the OTMD boundaries. The City shall forward the assessments to Oxnard Convention and Visitors Bureau, which will have the responsibility of managing OTMD programs as provided in this Management District Plan. The City shall be paid a fee equal to one percent (1%) of the amount of assessment collected to cover its costs of collection and administration.

OTMD FORMATION PROCESS

January 15, 2019 RESOLUTION OF INTENTION HEARING **(COMPLETED)**

Upon the submission of a written petition, signed by the business owners in the proposed district who will pay more than fifty percent (50%) of the assessments proposed to be levied, the City Council may initiate proceedings to establish a district by the adoption of a resolution expressing its intention to establish a district.

Petition Status: Petitions in favor of OTMD formation were submitted by 7 lodging businesses, which represent 93.81% of the total OTMD assessment. This majority petition allows the Council to initiate proceedings for OTMD formation at the January 15, 2019 meeting.

January 16, 2019 NOTICE **(COMPLETED)**

The 94 Law requires the City to mail written notice to the owners of all businesses proposed to be within the OTMD. Mailing the notice begins a mandatory forty-five (45) day period in which owners may protest OTMD formation.

February 5, 2019 PUBLIC MEETING **(CURRENT STEP)**

Allow public testimony on the formation of the OTMD and levy of assessments. No Council action required.

March 5, 2019 FINAL PUBLIC HEARING

If written protests are received from the owners of businesses in the proposed OTMD which will pay more than fifty percent (50%) of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than fifty percent (50%), no further proceedings to levy the proposed assessment against such businesses shall be taken for a period of one (1) year from the date of the finding of a majority protest by the Council.

At the conclusion of the public hearing to establish the OTMD, the Council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them.

If the Council, following the public hearing, decides to establish the proposed OTMD, the Council shall adopt a resolution of formation.

STRATEGIC PRIORITIES

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

Goal 1. Create vibrant and economically sustainable commercial, industrial and retail industries throughout the City.
Objective 1a. Focus available resources on a comprehensive effort to promote economic activity in Oxnard, including a marketing program that communicates the City's available resources and assets.

Goal 2. Enhance business development throughout the City.
Objective 2a. Develop a strong citywide economy which attracts investment, increases the tax base, creates employment opportunities, and generates public revenue.
Objective 2b. Improve relationships and communication between the City and the business community.
Objective 2c. Capitalize on historic, cultural and natural resources.

Goal 3. Enhance business retention and attraction.
Objective 3a. Implement an economic development plan for attracting and retaining business.

Goal 5. Revitalize Oxnard's downtown and pursue economic development opportunities.
Objective 5a. Develop a vision and plan (with timelines) for downtown revitalization to create a vibrant center for our community, emphasizing cultural arts, diversity and historic assets.

FINANCIAL IMPACT

No immediate financial impact. If formed, the City will receive a fee of one percent (1%) of the amount collected to cover its costs of administration. Because the OTMD programs are intended to increase visitation to the City, there may be an increase in transient occupancy tax and sales tax collections.

Prepared by Gina Tretcher, Civitas, Julie Mino, OCVB, and Sarah Rowley, Administrative Assistant

ATTACHMENTS:

Draft OTMD Management District Plan 12-20-18 Clean (To be adopted at ROF)

2019-2024

OXNARD TOURISM MARKETING DISTRICT

MANAGEMENT DISTRICT PLAN

VISIT OXNARD CALIFORNIA

Formed pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq.

December 20, 2018

CONTENTS

CONTENTS 1

I. OVERVIEW 2

II. BACKGROUND 3

III. BOUNDARY 4

IV. BUDGET AND SERVICES 5

A. Annual Service Plan 5
B. Annual Budget 7
C. California Constitutional Compliance 7
D. Assessment 8
E. Penalties and Interest 9
F. Time and Manner for Collecting Assessments 9

V. GOVERNANCE 10

A. Owners' Association 10
B. Brown Act and California Public Records Act Compliance 10
C. Annual Report 10

APPENDIX 1 – LAW 11

APPENDIX 2 – ASSESSED BUSINESSES 22

DRAFT

Prepared by
Civitas

CIVITAS
PARTNERSHIPS • PROGRESS • PROSPERITY
(800)999-7781
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I. OVERVIEW

Developed by the Oxnard Convention & Visitors Bureau (the Bureau), the Oxnard Tourism Marketing District (OTMD) is an assessment district proposed to provide specific benefits to payors, by funding marketing and sales promotion efforts and visitor services enhancements for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors.

Location: The proposed OTMD includes all lodging businesses located within the boundaries of the City of Oxnard, as shown on the map in Section III.

Services: The OTMD is designed to provide specific benefits directly to payors by increasing room night sales. Marketing and sales promotions and visitor services enhancements will increase overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing room night sales.

Budget: The total OTMD annual budget for the initial year of its five (5) year operation is anticipated to be approximately $750,000.

Cost: The annual assessment rate is one and one-half of one percent (1.5%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by an employee or officer of the United States government or an employee or officer of the State government that executes, under penalty of perjury, a form claiming such exemption; and stays by any person who is required to obtain a shelter in a lodging business by reason of circumstances such as fire, flood, or other disaster which makes that person's usual residence uninhabitable and proves that their residence is in an area that has been officially declared a disaster area by local, State, or federal authorities.

Collection: The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business located in the boundaries of the OTMD. The City shall take all reasonable efforts to collect the assessments from each lodging business.

Duration: The proposed OTMD will have a five (5) year life, beginning April 1, 2019 through March 31, 2024. Once per year, beginning on the anniversary of OTMD formation, there is a thirty (30) day period in which owners paying fifty percent (50%) or more of the assessment may protest and initiate a City Council hearing on OTMD termination.

Management: The Oxnard Convention and Visitors Bureau will serve as the OTMD's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the City Council.

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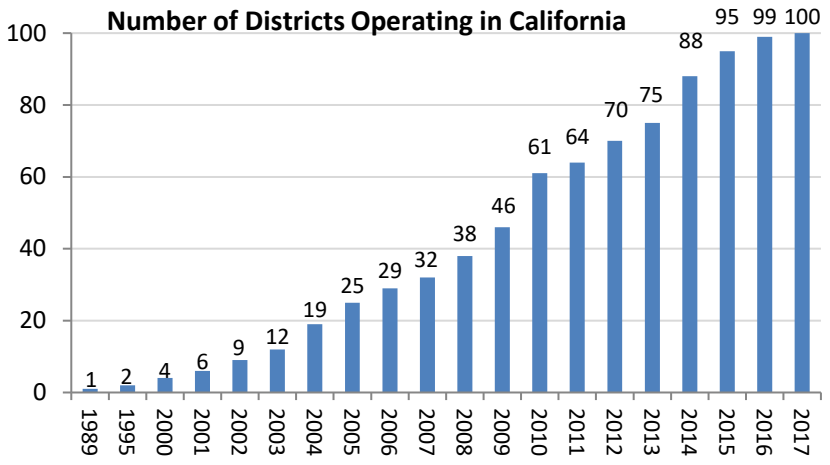
II. BACKGROUND

TMDs are an evolution of the traditional Business Improvement District. The first TMD was formed in West Hollywood, California in 1989. Since then, over 100 California destinations have followed suit. In recent years, other states have begun adopting the California model – Montana, South Dakota, Washington, Colorado, Texas and Louisiana have adopted TMD laws. Several other states are in the process of adopting their own legislation. The cities of Wichita, Kansas and Newark, New Jersey used an existing business improvement district law to form a TBID. And, some cities, like Portland, Oregon and Memphis, Tennessee have utilized their home rule powers to create TMDs without a state law.



California's TMDs collectively raise over $250 million annually for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Oxnard lodging businesses invest in stable, lodging-specific marketing programs.

TMDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TMDs allow lodging business owners to organize their efforts to increase room night sales. Lodging business owners within the TMD pay an assessment and those funds are used to provide services that increase room night sales.

In California, TMDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TMDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TMDs:

- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are ***designed, created and governed by those who will pay*** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

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III. BOUNDARY

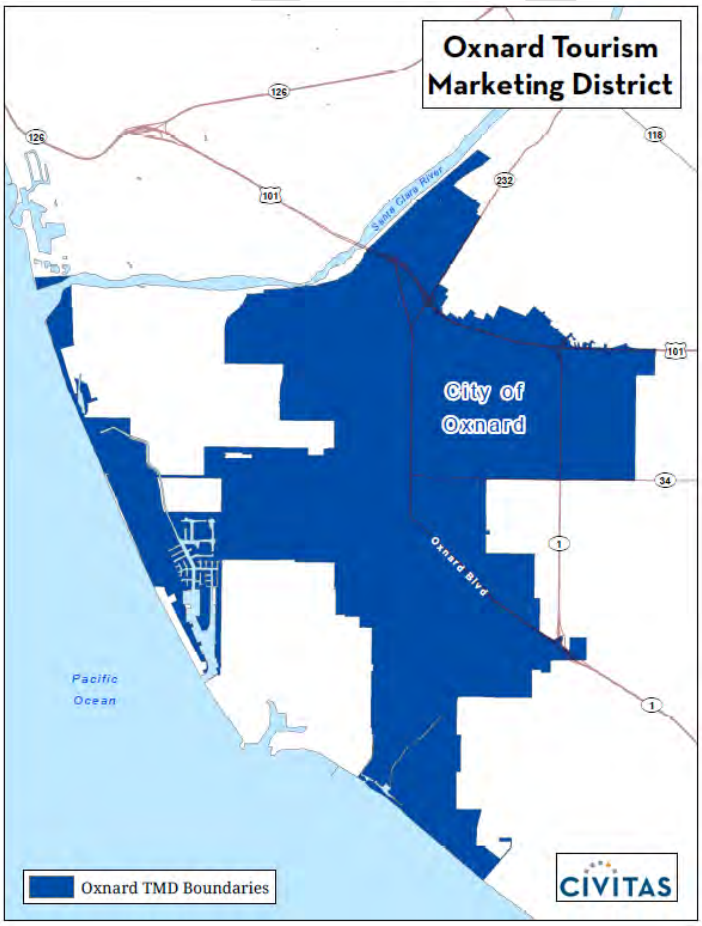
The OTMD will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of the City of Oxnard.

Lodging business means: any commercial establishment or any portion of any commercial establishment that provides for the occupancy of transients for dwelling, lodging, or sleeping purposes, whether by the date, week or month, and includes:

- Any hotel, inn, motel, or commercial establishment of a similar nature;
- A space designed and promoted for the purpose of locating a trailer, tent trailer, pickup camper, or other similar device used for camping; and
- A space that is designed and promoted for the purpose of locating a recreational vehicle.

Lodging business does not include: a lodging business that charges room rents not exceeding maximum rentals of $10 per day for single and $15 per day for double occupancy and has a current certificate of eligibility on file with the City; and a lodging business operated by a local government entity or owned and operated by the State.

The boundary, as shown in the map below, currently includes sixteen (16) lodging businesses. A complete listing of lodging businesses within the proposed OTMD can be found in Appendix 2.

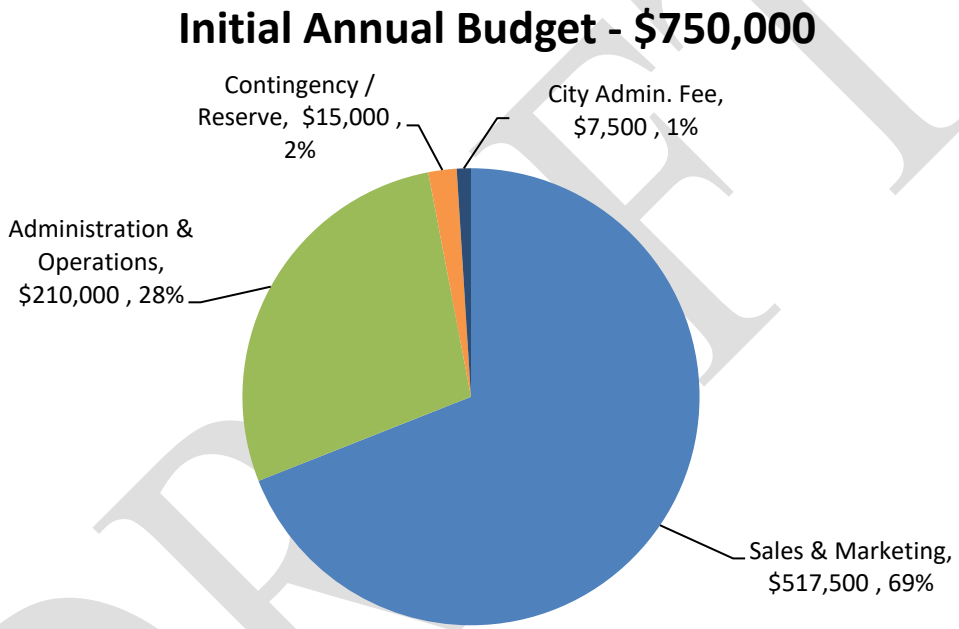


IV. BUDGET AND SERVICES

A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the City of conferring the benefits or granting the privileges. The privileges and services provided with the OTMD funds are sales and marketing and visitor services enhancements programs available only to assessed businesses.

A service plan budget has been developed to deliver services that benefit the assessed businesses. A detailed annual budget will be developed and approved by the Bureau's OTMD Committe. The table below illustrates the initial annual budget allocations. The total initial budget is $750,000.



Although actual revenues will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the City and the Bureau's OTMD Committee shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the OTMD, any and all assessment funds may be used for the costs of defending the OTMD.

Each budget category includes all costs related to providing that service, in accordance with Generally Accepted Accounting Procedures (GAAP). For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the sales and marketing program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories, as appropriate in accordance with GAAP. The staffing levels necessary to provide the services below will be determined by the Bureau's OTMD Committee on an as-needed basis.

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Sales and Marketing
A sales and marketing program will promote assessed businesses as tourist, meeting, and event destinations. The sales and marketing program will have a central theme of promoting Oxnard as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed businesses;
- Print ads in magazines and newspapers, television ads, and radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Attendance of trade shows to promote assessed businesses;
- Sales blitzes for assessed businesses;
- Familiarization tours of assessed businesses;
- Preparation and production of collateral promotional materials such as visitor guides, brochures, flyers and maps featuring assessed businesses;
- Sponsorship of local events and festivals that drive overnight visitations and room sales to assessed businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed businesses;
- Lead generation activities designed to attract tourists and group events to assessed businesses;
- Brand-centric visitor services training program for both public and private sector staff;
- Kiosk improvements including new technology-driven visitor information enhancements;
- Development of Return on Investment (ROI) analysis on the effectiveness of OTMD funds, feasibility studies, and/or economic impact reports to improve effectiveness and increase overnight visitation at assessed businesses;
- Strategic advertising and marketing agency support to promote assessed businesses;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed businesses; and
- Development and maintenance of a website designed to promote assessed businesses.

Administration and Operations
The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, advocacy, and other general administrative costs such as insurance, legal, and accounting fees.

City Administration Fee
The City of Oxnard shall retain a fee equal to one percent (1%) of the amount of assessment collected to cover its costs of collection and administration.

Contingency/Reserve
The budget includes a contingency line item to account for uncollected assessments, if any. If there are contingency funds collected, they may be held in a reserve fund or utilized for other program, administration or renewal costs at the discretion of the Bureau's OTMD Committee. Policies relating to contributions to the reserve fund, the target amount of the reserve fund, and expenditure of monies from the reserve fund shall be set by the Bureau's OTMD Committee. Contingency/reserve funds may be spent on OTMD programs or administrative and renewal costs in such proportions as determined by the Bureau's OTMD Committee. The reserve fund may be used for the costs of renewing the OTMD.

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B. Annual Budget

The total five (5) year improvement and service plan budget is projected at approximately $750,000 annually, or $3,750,000 through 2024. This amount may fluctuate as sales and revenue increase at assessed businesses, but is not expected to change significantly over the term.

C. California Constitutional Compliance

The OTMD assessment is not a property-based assessment subject to the requirements of Proposition 218. Courts have found Proposition 218 limited the term 'assessments' to levies on real property.[1] Rather, the OTMD assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the OTMD, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the City of conferring the benefits or providing the services.

1. Specific Benefit

Proposition 26 requires that assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."[2] The services in this Plan are designed to provide targeted benefits directly to assessed businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific businesses within the OTMD. The activities described in this Plan are specifically targeted to increase room night sales for assessed lodging businesses within the boundaries of the OTMD, and are narrowly tailored. OTMD funds will be used exclusively to provide the specific benefit of increased room night sales directly to the assessees. Assessment funds shall not be used to feature non-assessed lodging businesses in OTMD programs, or to directly generate sales for non-assessed businesses. The activities paid for from assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by this OTMD is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in room night sales. The specific benefit of an increase in room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with marketing and sales and visitor services enhancements programs promoting lodging businesses paying the OTMD assessment. The marketing and sales and visitor services enhancements programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing and sales and visitor services enhancements programs that specifically benefit the assessed lodging businesses, the administration and operations and contingency / reserve services also provide the specific benefit of increased room night sales to the assessed lodging businesses.

Although the OTMD, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."[3]

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[1] *Jarvis v. the City of San Diego* 72 Cal App. 4th 230
[2] Cal. Const. art XIII C § 1(e)(1)
[3] Government Code § 53758(a)

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2. Specific Government Service

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."[4] The legislature has recognized that marketing and promotions services like those to be provided by the OTMD are government services within the meaning of Proposition 26[5]. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."[6]

3. Reasonable Cost

OTMD services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by the Bureau's OTMD Committee, and reports submitted on an annual basis to the City. Marketing materials, sales leads generated from OTMD-funded activities, advertising campaigns, and other OTMD-funded services will be designed only to increase room night sales at assessed lodging businesses. Non-assessed lodging businesses will not receive these, nor any other, OTMD-funded services and benefits.

The OTMD-funded programs are all targeted directly at providing additional room nights only at assessed lodging businesses. It is, however, possible that there will be a spill over benefit to non-assessed lodging businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-OTMD funds. OTMD funds shall only be spent to benefit the assessed lodging businesses, and shall not be spent on that portion of any program which directly generates incidental room nights for non-assessed lodging businesses. It is anticipated that the City will contribute additional non-assessment funds to the Bureau to be used for activities and improvement similar to those funded by the OTMD. Any non-assessment funding provided by the City may be used to cover the portion of any program which directly generates incidental room nights for non-assessed lodging businesses.

D. Assessment

The annual assessment rate is one and one-half of one percent (1.5%) of gross short-term room rental revenue. Based on the benefit received, assessments will not be collected on: stays of more than thirty (30) consecutive days; stays by an employee or officer of the United States government or an employee or officer of the State government that executes, under penalty of perjury, a form claiming such exemption; and stays by any person who is required to obtain a shelter in a lodging business by reason of circumstances such as fire, flood, or other disaster which makes that person's usual residence uninhabitable and proves that their residence is in an area that has been officially declared a disaster area by local, State, or federal authorities.

The term "gross room rental revenue" as used herein means: the consideration charged, whether or not received, for the occupancy of space in a lodging business valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deductions therefrom whatsoever. Gross room rental revenue shall

[4] Cal. Const. art XIII C § 1(e)(2)
[5] Government Code § 53758(b)
[6] Government Code § 53758(b)

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not include any federal, state or local taxes collected, including but not limited to transient occupancy taxes.

The assessment is levied upon and a direct obligation of the assessed lodging business. However, the assessed lodging business may, at its discretion, pass the assessment on to transients. The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. If the OTMD assessment is identified separately it shall be disclosed as the "OTMD Assessment." As an alternative, the disclosure may include the amount of the OTMD assessment and the amount of the assessment imposed pursuant to the California Tourism Marketing Act, Government Code §13995 et seq. and shall be disclosed as the "Tourism Assessment." The assessment is imposed solely upon, and is the sole obligation of the assessed lodging business even if it is passed on to transients. The assessment shall not be considered revenue for any purpose, including calculation of transient occupancy taxes.

Bonds shall not be issued.

E. Penalties and Interest

The OTMD shall reimburse the City of Oxnard for any costs associated with collecting unpaid assessments. If sums in excess of the delinquent OTMD assessment are sought to be recovered in the same collection action by the City, the OTMD shall bear its pro rata share of such collection costs. Assessed businesses which are delinquent in paying the assessment shall be responsible for paying:

1. *Original Delinquency:* Any lodging business that fails to remit the assessment within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. *Continued Delinquency:* Any lodging business that fails to remit the assessment on or before a period of thirty (30) days following the date of which the assessment first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the assessment.
3. *Fraud:* If the City determines that the nonpayment of the assessment is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added to the amount in addition to any penalties.
4. *Interest:* In addition to the penalties imposed, any lodging business failing to timely remit the assessment shall pay interest at the rate of one-half of one percent (0.5%) per month or fraction thereof on the amount of the assessment, exclusive of penalties, from the date on which the assessment first became delinquent until the assessment is paid.
5. *Penalties and Interest Merged with Assessment:* Every penalty imposed and such interest as accrues shall become a part of the assessment required to be paid.

F. Time and Manner for Collecting Assessments

The OTMD assessment will be implemented beginning April 1, 2019 and will continue for five (5) years through March 31, 2024. The City will be responsible for collecting the assessment on a monthly basis (including any delinquencies, penalties and interest) from each lodging business. The City shall take all reasonable efforts to collect the assessments from each lodging business. The City shall forward the assessments collected to the Owners' Association.

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V. GOVERNANCE

A. Owners' Association

The City Council, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the OTMD as defined in Streets and Highways Code §36612. The City Council has determined that Oxnard Convention and Visitors Bureau will serve as the Owners' Association for the OTMD. After formation of the OTMD, the Bureau's Board will create the "OTMD Committee". The OTMD Committee will be comprised solely of the owners or representatives of assessed lodging businesses. The OTMD Committee will be charged with overseeing OTMD funds and implementing OTMD programs.

B. Brown Act and California Public Records Act Compliance

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Bureau board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, the Owners' Association shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

C. Annual Report

The Bureau shall present an annual report at the end of each year of operation to the City Council pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

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APPENDIX 1 – LAW

*** THIS DOCUMENT IS CURRENT THROUGH THE 2018 SUPPLEMENT ***
(ALL 2017 LEGISLATION)

STREETS AND HIGHWAYS CODE
DIVISION 18. PARKING
PART 7. PROPERTY AND BUSINESS IMPROVEMENT DISTRICT LAW OF 1994

CHAPTER 1. General Provisions

ARTICLE 1. Declarations

36600. Citation of part

This part shall be known and may be cited as the "Property and Business Improvement District Law of 1994."

36601. Legislative findings and declarations; Legislative guidance

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state's communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or a specific benefit upon the businesses in a business district are not taxes for the general benefit of a city, even if property, businesses, or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature's guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special benefits to exist as a separate and distinct category from general benefits, the

incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.
(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

36602. Purpose of part

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

36603. Preemption of authority or charter city to adopt ordinances levying assessments

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

36603.5. Part prevails over conflicting provisions

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

36604. Severability

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

ARTICLE 2. Definitions

36606. "Activities"

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:
(a) Promotion of public events.
(b) Furnishing of music in any public place.
(c) Promotion of tourism within the district.
(d) Marketing and economic development, including retail retention and recruitment.
(e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
(f) Other services provided for the purpose of conferring special benefit upon assessed real property or specific benefits upon assessed businesses located in the district.

36606.5. "Assessment"

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

36607. "Business"

"Business" means all types of businesses and includes financial institutions and professions.

36608. "City"

"City" means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

36609. "City council"

"City council" means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

36609.4. "Clerk"

"Clerk" means the clerk of the legislative body.

36609.5. "General benefit"

"General benefit" means, for purposes of a property-based district, any benefit that is not a "special benefit" as defined in Section 36615.5.

36610. "Improvement"

"Improvement" means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

(a) Parking facilities.
(b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
(c) Trash receptacles and public restrooms.
(d) Lighting and heating facilities.
(e) Decorations.
(f) Parks.
(g) Fountains.
(h) Planting areas.
(i) Closing, opening, widening, or narrowing of existing streets.
(j) Facilities or equipment, or both, to enhance security of persons and property within the district.
(k) Ramps, sidewalks, plazas, and pedestrian malls.
(l) Rehabilitation or removal of existing structures.

36611. "Management district plan"; "Plan"

"Management district plan" or "plan" means a proposal as defined in Section 36622.

36612. "Owners' association"

"Owners' association" means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners' association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners' association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners' association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

36614. "Property"

"Property" means real property situated within a district.

36614.5. "Property and business improvement district"; "District"

"Property and business improvement district," or "district," means a property and business improvement district established pursuant to this part.

36614.6. "Property-based assessment"

"Property-based assessment" means any assessment made pursuant to this part upon real property.

36614.7. "Property-based district"

"Property-based district" means any district in which a city levies a property-based assessment.

36615. "Property owner"; "Business owner"; "Owner"

"Property owner" means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. "Business owner" means any person recognized by the city as the owner of the business. "Owner" means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

36615.5. "Special benefit"

"Special benefit" means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

36616. "Tenant"

"Tenant" means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

ARTICLE 3. Prior Law

36617. Alternate method of financing certain improvements and activities; Effect on other provisions

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

CHAPTER 2. Establishment

36620. Establishment of property and business improvement district

A property and business improvement district may be established as provided in this chapter.

36620.5. Requirement of consent of city council

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board

of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

36621. Initiation of proceedings; Petition of property or business owners in proposed district

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

36622. Contents of management district plan

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.
(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.
(g) The time and manner of collecting the assessments.
(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.
(i) The proposed time for implementation and completion of the management district plan.
(j) Any proposed rules and regulations to be applicable to the district.
(k) (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.
(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.
(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.
(m) In a property-based district, the total amount of general benefits, if any.
(n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.
(o) Any other item or matter required to be incorporated therein by the city council.

<u>36623.</u> Procedure to levy assessment

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.
(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay

50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

36624. Changes to proposed assessments

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

36625. Resolution of formation

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district. Notwithstanding the foregoing, improvements and activities that must be provided outside the district boundaries to create a special or specific benefit to the assessed parcels or businesses may be provided, but shall be limited to marketing or signage pointing to the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

36626. Resolution establishing district

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in Section 36625.

36627. Notice and assessment diagram

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

36628. Establishment of separate benefit zones within district; Categories of businesses

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

36628.5. Assessments on businesses or property owners

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

36629. Provisions and procedures applicable to benefit zones and business categories

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

36630. Expiration of district; Creation of new district

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

CHAPTER 3. Assessments

36631. Time and manner of collection of assessments; Delinquent payments

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property

(a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may

classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
(b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
(c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

36633. Time for contesting validity of assessment

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

36634. Service contracts authorized to establish levels of city services

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

36635. Request to modify management district plan

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:
(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.
(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.
(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

36637. Reflection of modification in notices recorded and maps

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

CHAPTER 3.5. Financing

36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments

(a)The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500))

or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

CHAPTER 4. Governance

36650. Report by owners' association; Approval or modification by city council

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

36651. Designation of owners' association to provide improvements, maintenance, and activities

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

CHAPTER 5. Renewal

36660. Renewal of district; Transfer or refund of remaining revenues; District term limit

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.
(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.
(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

CHAPTER 6. Disestablishment

36670. Circumstances permitting disestablishment of district; Procedure

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.
(2) During the operation of the district, there shall be a 30-day period each year in which assessees may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the district who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.
(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

APPENDIX 2 – ASSESSED BUSINESSES

Name	Address	City, State ZIP
Best Western Oxnard Inn	1156 S. Oxnard Blvd.	Oxnard, CA 93030-7418
Budget Gardens	1500 S. Oxnard Blvd.	Oxnard, CA 93030
City Center Motel	550 S. Oxnard Blvd.	Oxnard, CA 93030-7113
Courtyard by Marriott Oxnard	600 E. Esplanade Dr.	Oxnard, CA 93030-2403
Del Playa Inn	711 W. Hueneme Rd.	Oxnard, CA 93033-9019
Embassy Suites Mandalay Beach Hotel & Resort	2101 Mandalay Beach Rd.	Oxnard, CA 93035-3638
Evergreen RV Park	2135 N. Oxnard Blvd.	Oxnard, CA 93036
Flamingo Motel	421 N. Oxnard Blvd.	Oxnard, CA 93030
Hampton Inn & Suites Channel Islands Harbor	3231 Peninsula Rd.	Oxnard, CA 93035
Hilton Garden Inn Oxnard	2000 Solar Dr.	Oxnard, CA 93036-2694
Homewood Suites	1950 Solar Dr.	Oxnard, CA 93036
Palace Inn	1631 S. Oxnard Blvd.	Oxnard, CA 93030-7427
Regal Lodge	1012 S. Oxnard Blvd.	Oxnard, CA 93030-7416
Residence Inn by Marriott at River Ridge	2101 West Vineyard Ave.	Oxnard, CA 93036
Ros-Eda Motel	1155 Saviers Rd.	Oxnard, CA 93033-1733
Vagabond Inn Oxnard	1245 N. Oxnard Blvd.	Oxnard, CA 93030-4041

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Public Hearing** **AGENDA ITEM NO.: 2**

DATE: February 5, 2019

TO: City Council

FROM: Ashley Golden
Development Services Director

SUBJECT: Planning and Zoning Permit No. 18-630-01 (Specific Plan Amendment) - Request for a Text Amendment to the RiverPark Specific Plan Sign Standards to Allow the Future Construction of Two Monument Signs in Planning Districts B and C. Filed by Ann Walsh of Shea Properties, 2751 Park View Court, Suite 261 Oxnard, CA 93036 (15/15/10)

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, (805) 385-7882

RECOMMENDATION:

That the City Council approve the first reading by title only and waive further reading of an ordinance amending the RiverPark Specific Plan as a result of PZ No. 18-630-01 (Specific Plan Amendment).

BACKGROUND

Approval of a Specific Plan Amendment (SPA) is requested to amend the sign standards of the RiverPark Specific Plan (RPSP) to permit the future construction of two (2) Monument Signs in Districts B and C, which are considered Commercial Districts. The subject property is located within Planning Districts B and C in the RPSP, south of Town Center Drive, between North Ventura Road and North Oxnard Boulevard, in an area known as "The Landing". Though future commercial development is allowed and anticipated in this area, no development is proposed as part of this application. Furthermore, the construction of the signs is not proposed at this time or directly enabled by the proposed amendment to the RPSP.

On December 6, 2018 the Planning Commission approved 5-0, with two Commissioners absent, to recommend that the City Council approve the proposed amendment (see Attachment A - Planning Commission Staff Report). Although there were no public comments on this project at

the Commission meeting, on Dec 5th a comment letter was submitted from a resident who lives in the RPSP project area (see Attachment B – Dec. 5, 2018 comment letter). The commenter expressed general concerns, and stated that he neither opposes nor supports the proposed amendment.

ANALYSIS

The proposed SPA will modify Section 5.9.3.3(B), by adding the word "Commercial District" to the "Freeway-Oriented Monument Signs" section of the RPSP. The intent is to allow monument signs to be installed in Commercial Districts B and C subject to the RPSP Freeway-Oriented Monument sign standards.

This proposed amendment will permit the installation of two (2) future monument signs and modify Exhibit 5.HH of the RPSP to depict the general location that these signs to be permitted within Districts B and C of the specific plan area (see Attachment C). These future signs would be located on the southwest corner of Oxnard Boulevard/Town Center Drive and the southeasterly corner of North Ventura Road/Town Center Drive. This amendment will not result in more freeway oriented signs.

The SPA does not change the sign size or height already allowed within the RPSP, but does increase the number of Monument Signs permitted within the RPSP. The allowed maximum height of a Monument Sign is 20 feet, with a maximum sign area of 320 square-feet per side. Signs meeting this criteria exist within the "The Collection". The SPA does not amend the permit procedures associated with Monument Signs. As already permitted per Sections 5.9.3.3 (B) and (C) of the RPSP, the sign design, content and, illumination, is subject to a Development Design Review Permit (DDR) from the Development Services Director. As part of the DDR process, Community Workshop would be held to present the proposed design to the neighborhood and solicit public input. If this SPA is approved, construction of the signs would require the Applicant to file and obtain approval of a Development Design Review Permit (DDR) from the Development Services Director.

The proposed SPA is consistent with the scope and purpose of the RPSP, as the signs will support the future businesses in "The Landing" commercial corridor and subject to identical design criteria as similar existing signage within The Collection.

STRATEGIC PRIORITIES

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

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

Goal 2. Enhance business development throughout the City.

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

FINANCIAL IMPACT

Approval of the proposed SPA and the ability of potential tenants to develop additional signage is expected to attract future commercial businesses and potential development interests to "The Landing". Through attraction and retention of development projects, additional property and sales tax would be generated.

ATTACHMENTS:

Attachment A: Planning Commission Staff Report, PZ 18-630-01

Attachment B: Comment Letter Dated December 5, 2018

Attachment C: Amendment Text and Exhibit

Attachment D: City Council Ordinance (Specific Plan Amendment)

CITY OF OXNARD CALIFORNIA

Planning Commission
Staff Report

To: Planning Commission

From: Veronica Ortiz-De Anda, Contract Planner

Date: December 6, 2018

Subject: Planning & Zoning Permit No. 18-630-01 (Specific Plan Amendment) – Text amendment to the RiverPark Specific Plan to allow Two (2) Monument Signs in Districts B and C to be generally located on the corners of North Ventura Road/Town Center Drive and Oxnard Boulevard/Town Center Drive

1) **Recommendation:** That the Planning Commission adopt a resolution recommending approval of Planning & Zoning Permit No. 18-630-01 (Specific Plan Amendment - SPA) to the City Council, subject to certain findings and conditions.

2) **Project Description and Applicant:** A request to modify the text of Section 5.9.3.3 (B) (Signage Standards) of the RiverPark Specific Plan (RPSP) to allow two (2) monument signs in Planning Districts B and C of the RPSP; and modification to Exhibit 5.HH to depict the future general location of these proposed signs. Construction of the monument signs is not proposed at this time. For purposes of this staff report, the foregoing project description shall be referred to as the "**Project**." Filed by Ann Walsh, designated agent of RiverPark Landing, LLC, the property owner and "**Applicant**".

3) **General Plan and Specific Plan Designation:** The subject area within the RPSP associated with the proposed amendment is referred to as "The Landing" commercial corridor generally bounded by North Ventura Road to the West, Town Center Drive to the North, Oxnard Boulevard to the East, and the water detention basin to the South, which lies adjacent to the highway 101. This area located along Town Center Drive between North Ventura Road and Oxnard Boulevard allows for hotels and other commercial land uses. As illustrated on Attachment A, the specific plan designation for these parcels is "Commercial Regional" (District B) and "Commercial Convention Hotel" (District C). The General Plan designation is "Commercial Regional".

4) **Background Information:** "The Landing", a commercial area within the RPSP is located in Planning Districts B and C. This area comprises a part of the west commercial corridor in the RPSP community and allows for a variety of commercial land uses, such as but not limited to financial institutions, restaurants, offices, and hotels. On October 18, 2018 the Planning Commission recommended approval to the City Council for an application to subdivide a parcel and vacate a portion of the public right-of-way at the corners of North Ventura Road/Town Center Drive and Oxnard Boulevard/Town Center Drive within RPSP. The proposed subdivision

map to create six (6) lots for future commercial land uses and public right-of-way vacation was approved by City Council on November 27, 2018 (See Attachment B).

On August 23, 2018, two Marriott multi-story hotels (Springhill Suites and Towne Place Suites) were approved via Development Design Review (DDR) permit by the Development Services Director. Construction of the hotels is expected to begin by the end of the year. Additionally, an assisted living apartment project known as "Oakmont Senior Living", also approved via DDR, is currently under construction to the west of the hotel site. In anticipation of the need for signage by the future businesses in this area, the Applicant is requesting to amend the RPSP to allow two (2) monument signs to serve these businesses.

5) Environmental Determination: In accordance with the California Environmental Quality Act (CEQA), an environmental impact report (EIR No. 00-03) was prepared to analyze potential impacts associated with the approval and implementation of the RPSP and the anticipated build out of the 701-acre specific plan area. On July 16, 2002, the City Council adopted Resolution No. 12,209, upholding the Planning Commission's decision certifying the final EIR (State Clearinghouse No. 2000051046 - FEIR), and adopting findings of fact, statement of overriding considerations, and a mitigation monitoring and reporting program.

Mitigation measures identified in FEIR No. 00-03 and subsequent relevant amendments were included as conditions of approval. Since certification of FEIR No. 00-03 there have been no substantial changes proposed for the RPSP project, no substantial changes have occurred under which the RPSP project is being undertaken, and no new information of substantial importance to the RPSP project has become available. The proposed RPSP Amendment will allow future consideration of two monument signs that would support existing and future commercial development already permitted by the RPSP. The proposed amendment is not creating substantial changes to the specific plan that brings new information to light causing additional unexamined environmental impacts. As proposed, the RPSP amendment is consistent with the scope of the RPSP. Therefore, an addendum to FEIR No. 00-03 is required per Public Resources Code Section 21166 and Sections 15162 through 15164 of CEQA guidelines.

6) Analysis:

a) General Discussion: The Applicant is proposing to amend Section 5.9.3.3 of the signage standards contained in the RPSP to allow two (2) monument signs (see Attachment C) and modify Exhibit 5.HH to depict their respective general location as shown in Attachment D. The signs are intended to serve future establishments which are envisioned to include two hotels, a senior living facility complex, and other office or retail businesses. The subject signs would fall under the same size standards as the freeway-oriented monument signs already in place at "The Collection"; no changes are proposed to the maximum height and design provisions for signs with the proposed amendment. These sign standards are outlined in Section 5.9.3.3 (B)(v) of the RPSP, which are as follows:

Maximum Height	20 feet
Size of Sign Structure	320 square-feet per side, total area not to exceed 640 square-feet
Maximum Actual Sign Area	65% of the sign area of the structure on each side

The sign content, illumination, and the review process of the new signs would fall under the same provisions as the freeway-oriented monument signs, specifically Sections 5.9.3.3 (B) and (C). Pursuant to these sections approval of a DDR permit by the Development Services Director would be required at the time an application is filed to the City to construct the signs. Upon submittal of a DDR application staff will review the various architectural, siting, and design considerations associated with the proposed signs.

b) General Plan Consistency: When the RPSP was adopted by the City, it was found to comply with the City's General Plan. The City's 2030 General Plan land use designation for Planning Districts B and C of the RPSP is Commercial Regional (CR), which allows a variety of commercial land uses such as offices, restaurants, and other retail sales establishments. The proposed amendment will support these future land uses in this area.

Consistency with the 2030 General Plan is defined by the relationship between 2030 General Plan policies and the proposed Project. The three consistency classification levels are:

I. Direct applicability to a proposed project or program (full text of the policy and an explanation).

II. Related or indirect applicability to the proposed project or program (policy title and an explanation for each or groups of related or indirectly related policies).

III. No or distant applicability to the proposed project or program (all policies not listed as level i and ii are assumed to be consistent).

POLICY	LEVEL	POLICY OR TITLE	EXPLANATION
CD-4.5	II	Require that signage in commercial development improve, rather than detract, from the quality of the surrounding neighborhood.	The proposed amendment will support signage in new commercial development areas. Upon an application for construction, the two signs will be reviewed for compliance with the RPSP sign standards, which call for 'functional, attractive signage incorporating a uniformly, high level of design, graphics, continuity, consistency, and maintenance throughout' the RPSP area.
CD018.1		Attract new businesses	Ample signage options attract new businesses and helps promote commercial business

			opportunities in the RPSP area, which in turn helps sustain the economic vitality of the City.
All others	III	All policies not listed above	No or distant applicability to the proposed project.

c) Conformance with RiverPark Specific Plan Standards: The proposed Project was reviewed by the town master planner/architect in accordance with Section 7.8.2.4 of the RPSP and was found to be in conformance with the RPSP.

Exhibit 2.J of Section 2.3 of the RPSP designates Planning Districts B and C for commercial land uses and the future monument signs are accessory structures that would support the functions of these uses. The proposed amendment is not changing or intensifying any of the land uses in the RPSP only allowing for future signage in these planning districts.

7) Development Advisory Committee and Community Workshop: The proposed Project was not reviewed by the Development Advisory Committee, because the application involves an amendment to the RPSP, and does not impact other City departments. Should the RPSP amendment be approved, development of the subject signs would be reviewed as a subsequent DDR Permit. A Community Workshop was held on November 19, 2018. A total of 1,863 notices were mailed in accordance with the City's mailing requirements. Two persons from the public attended the meeting for this Project, but neither spoke at the meeting.

8) Appeal Procedure: In accordance with Section 7.9.2.5 of the RPSP, the Planning Commission's decision can be appealed to City Council within 18 days following the decision date. Appeal forms may be obtained from the City Clerk and must be submitted with the appropriate appeal fee before the end of the appeal period.

Attachments

A. Maps (General Plan, and Zoning)
B. Aerial Map
C. Text Amendment of Section 5.9.3.3 of the RiverPark Specific Plan
D. Proposed Exhibit 5.HH of the RiverPark Specific Plan
E. Addendum to the RiverPark Specific Plan EIR (Final EIR 00-03)
F. Resolution PZ 18-630-01 (Specific Plan Amendment)

Prepared by: _____
VD

Approved by: _____
KM

ATTACHMENT "A"

Maps (Vicinity, Zoning, General Plan)

Vicinity Map

OXNARD

Oxnard Planning

November 4, 2018

PZ 18-630-01
Location: RiverPark Specific Plan

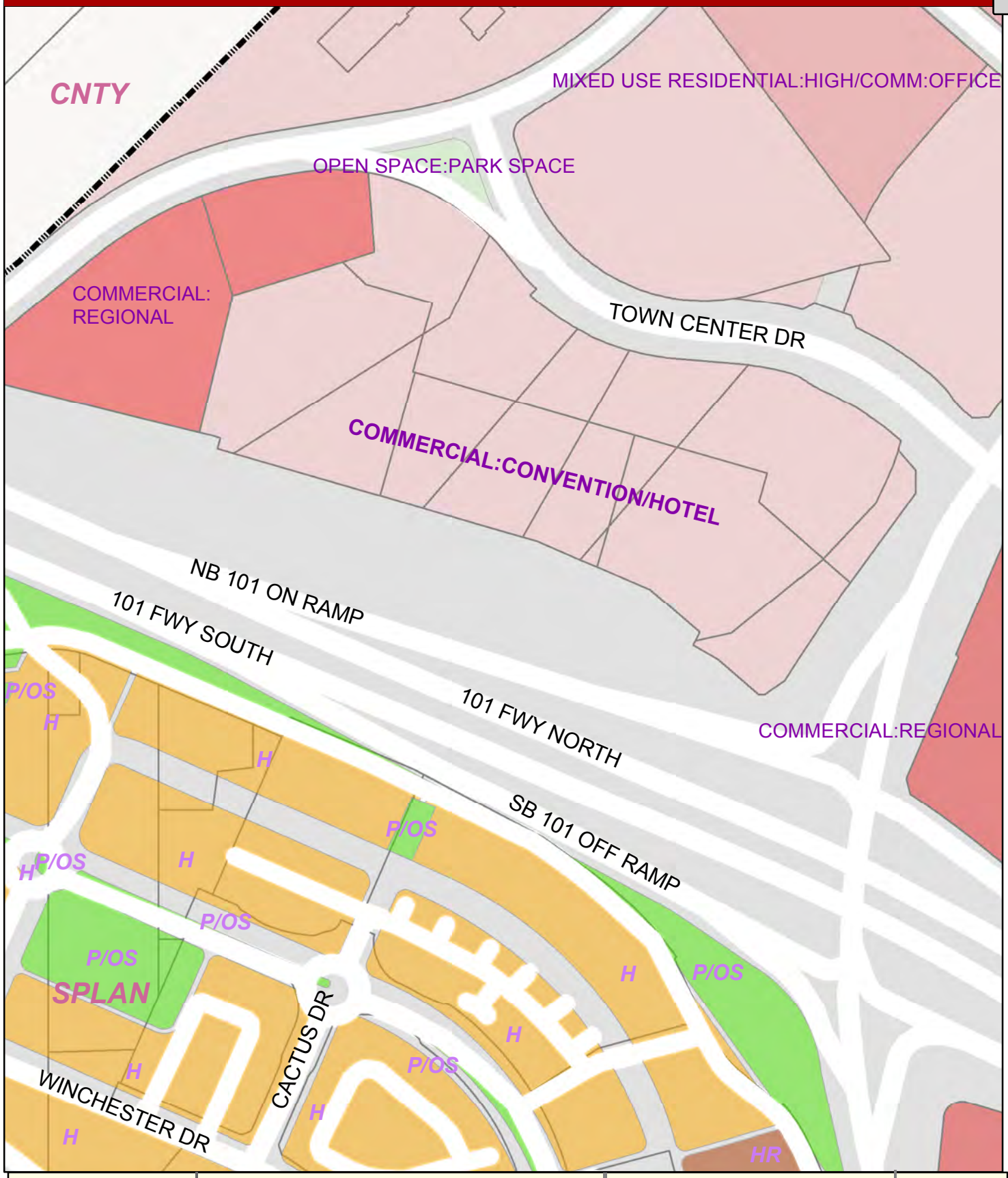
Vicinity Map

0 0.5 1 1.5 2 Miles

N

1:70,000

Specific Plan Map



CITY OF OXNARD CALIFORNIA

Oxnard Planning

November 5, 2018

PZ 18-630-01

Location: RiverPark Specific Plan

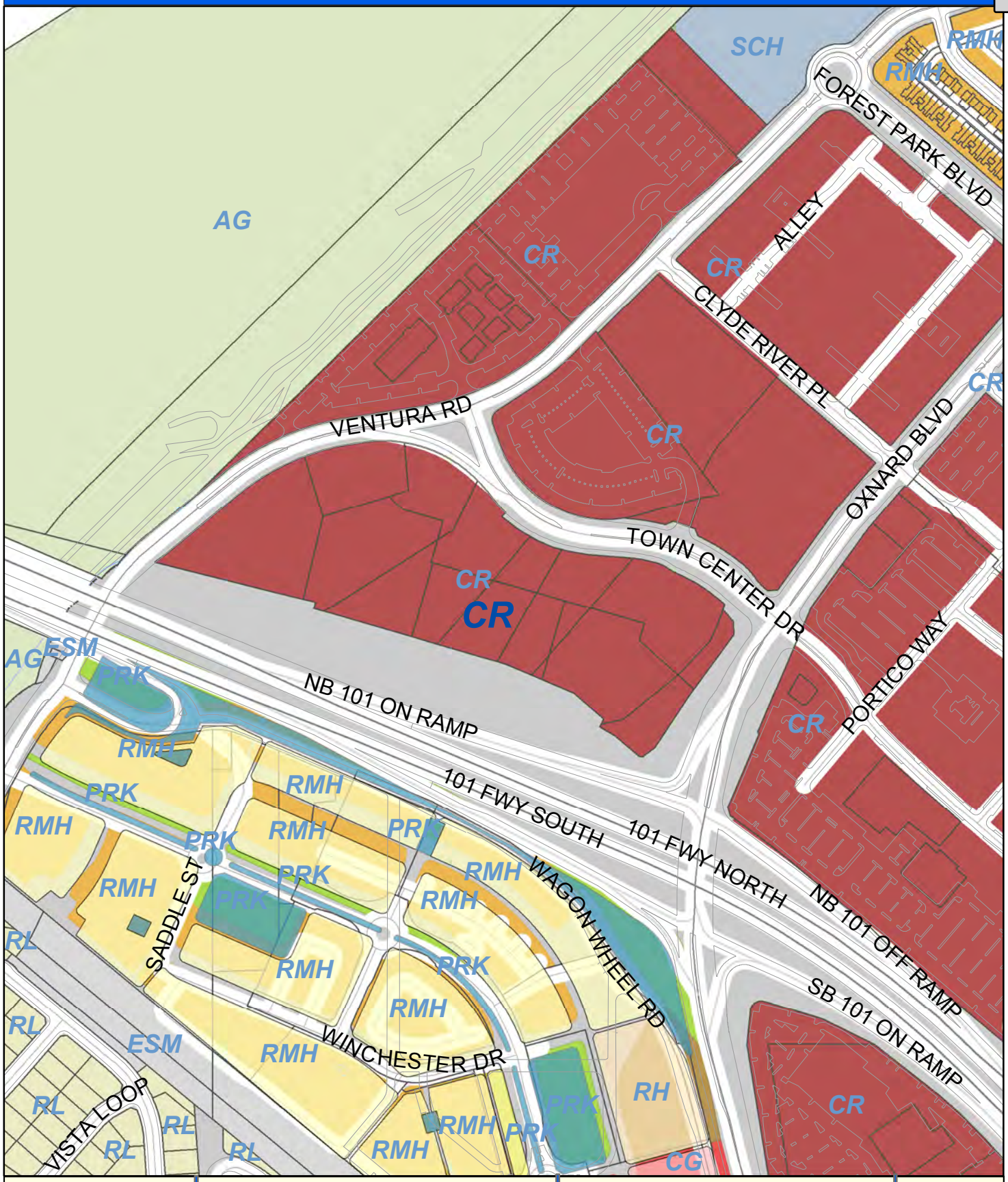
0 55 110 220 330 440 Feet

Specific Plan Map

N W E S

1:3,000

2030 General Plan Land Use Map



Oxnard Planning
November 5, 2018

PZ 18-630-01
Location: RiverPark Specific Plan

0 100 200 400 600 800 Feet

2030 General Plan Land Use Map

1:5,000

ATTACHMENT "B"

Aerial Map

Aerial Map

OXNARD CALIFORNIA

Oxnard Planning

November 5, 2018

PZ 18-630-01

Location: RiverPark Specific Plan

Feet

0 375 750 1,500 2,250 3,000

Aerial Map

ATTACHMENT "C"

Text Amendment of Riverpark Specific Plan

Section 5.7.2.2(B)

on Exhibit 5.HH, or in another location within Planning District D along the freeway, subject to approval of a Design Development Review Permit or Special Use Permit, as provided in Part C herein.

(ii) Sign Content: The Pylon Sign may include text, graphics and/or logos identifying the shopping center located in Planning District D, and names, brands or logos of tenants operating within the shopping center located in Planning District D. Such sign may include a large format graphic panel or changeable electronic display panel on each side, subject to the requirements herein. In no event shall product prices be displayed on the sign.

(iii) Illumination: The Pylon Sign shall be illuminated with internal illumination. Other type(s) of illumination may be approved by the Director as part of the Design Development Review Permit or Special Use Permit as applicable.

(iv) Size:

(1) The overall size of the Pylon Sign structure shall not exceed sixty (60) feet in height and forty (40) feet in width. In no event shall the area of the Pylon Sign structure exceed twenty four hundred (2,400) square feet per side, for a total structure area of forty-eight hundred (4,800) square feet.

(2) Sign area shall not exceed thirty-six(36) feet in height and thirty-five (35) feet in width for each side, or twelve hundred sixty (1,260) square feet per side, or forty-five percent (45%) of the overall structure size.

(3) Large format graphics or changable electronic display panels shall not exceed more than fifty percent (50%) of the total sign area on each side of the Pylon Sign.

B. Commercial Districts and Freeway-Oriented Monument Signs.

(i) Number of Signs: Up to three (3) two sided freeway-oriented Monument Signs are allowed in Planning District D, and up to two (2) commercial district monument signs in District B and C. The Monument Signs shall be subject to approval of a Design Development Review Permit as provided in Part C of this section.

(ii) Sign Locations: The Monument Signs shall be located within Planning Districts B, C and D in the approximate locations shown on Exhibit 5.HH ~~or in other locations along the freeway within Planning District D~~, subject to approval of a Design Development Review Permit. The Monument Signs shall be approximately evenly spaced.

(iii) Sign Content: Monument Signs may include text, graphics and/or logos identifying the shopping center located in Planning Districts B, C and D, and names, brands or logos of tenants operating within the shopping centers located in the respective districts. In no event shall product prices be displayed on the sign.

(iv) Illumination: The Monument Signs shall be illuminated with internal illumination. Other type(s) of illumination may be approved as part of the Design Development Review Permit .

(v) Size:

(1) Height: Overall height not to exceed twenty (20) feet.

(2) Size of Sign Structure: The dimensions of each Monument Sign structure (overall height multiplied by width) shall not exceed three hundred twenty (320) feet per side, for a total structure area of six hundred forty (640) square feet.

(3) Sign Area: In no event shall the total area devoted to tenant and shopping center identification sign area on each side of each Monument Sign exceed sixty-five percent (65%)of the structural area of the Monument Sign.

C. Freeway-Oriented Sign Design and Permit Procedure

(i) Approval of a Design Development Review Permit by the Director is required for any freeway-oriented sign listed in this section, except the approval of a Special Use Permit by the Planning Commission is required for a Pylon Sign with changeable electronic display panel(s).

(ii) In reviewing and approving any freeway-oriented sign, the Director or Planning Com-

*The proposed text amendments are shown with (next to that section.

ATTACHMENT "D"

Proposed Exhibit 5.HH of the Riverpark Specific Plan

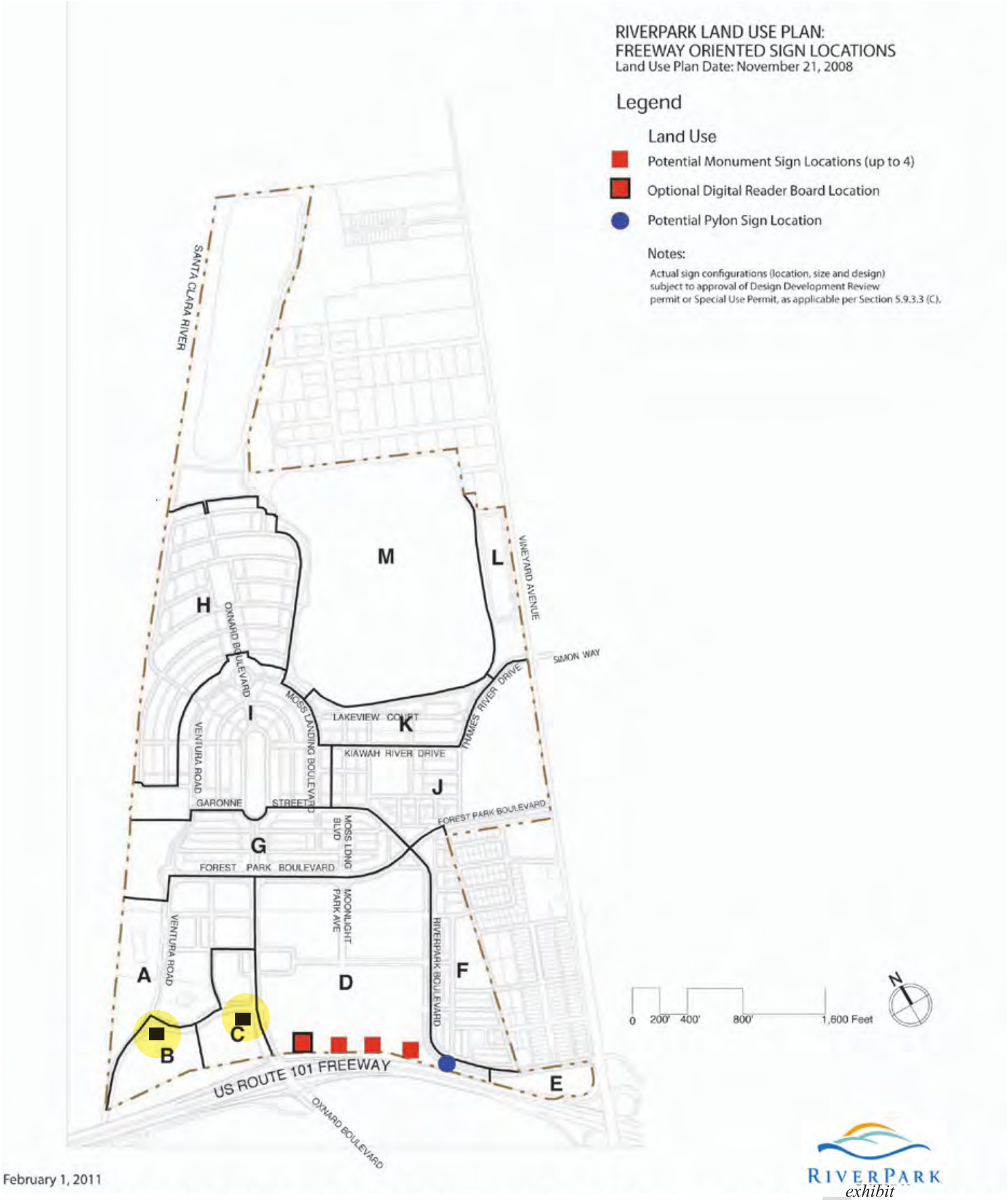


exhibit 5.HH

FREEWAY ORIENTED SIGN LOCATIONS

August 27, 2002

update through 3/2012

prepared for ***RiverPark Development, LLC*** *by* **AC Martin Partners** *with*

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

ATTACHMENT "E"

Addendum to the Riverpark Specific Plan EIR

Addendum No. 11 to
Final Environmental Impact Report No. 00-03
RiverPark Specific Plan EIR
(SCH 2000051046)

Specific Plan Amendment for
"The Landing" Monument Signs
PZ 18-630-01

prepared by:
Veronica Ortiz-De Anda, Contract Planner
City of Oxnard, Planning Division
214 South C Street
Oxnard, California 93030

SUMMARY

This document is Addendum No. 11 to the RiverPark Specific Plan Final EIR, certified July 16, 2002. This addendum concludes that there are no additional possible significant adverse environmental effects associated with the amendment to Section 5.9.3.3 and modification of Exhibit 5.HH of the RiverPark Specific Plan (PZ No. 18-630-01), which would allow for two (2) monument signs. The specific plan amendment would allow these non-freeway oriented signs within "The Landing" commercial area in Districts B and C of the RiverPark Specific Plan area. The specific plan already provides definitions, standards, and permit procedures for the subject monument signs.

Background

The Oxnard City Council certified the Final Environmental Impact Report (EIR) and approved the RiverPark Specific Plan and the related agreements on August 27, 2002. Development of RiverPark began in May 2004 and continues to this date.

The Specific Plan has been the subject of several minor administrative amendments since its original adoption. Errata documents have been prepared for the Specific Plan to document these approved specific plan amendments and correct minor inconsistencies in the text and graphic exhibits within the Specific Plan as they have been identified during implementation of the project. In addition, there have been minor amendments to the RiverPark Owner Participation Agreement, and other agreements related to the implementation of the RiverPark Project. For each of these modifications of the RiverPark Project, an Addendum to the Final EIR was prepared by the City of Oxnard to comply with the California Environmental Quality Act (CEQA). Addenda to the Final EIR were also prepared to address minor changes to the construction of the project during the land development phase and minor revisions to the mitigation measures for the air quality impacts of the project to reflect changes in the planning of the main commercial area. A summary of each of the previous Addenda is provided below:

Addendum 1 – August 2002 - The RiverPark Project, as described and analyzed in the RiverPark Final EIR, included a proposal for temporary dewatering of limited areas during grading activities. This Addendum addressed a minor change to the dewatering plan to include a second location for a dewatering well.

Addendum 2 – November 2005 – The RiverPark Specific Plan, as described and analyzed in the RiverPark Final EIR, included a conceptual grading plan for the entire Specific Plan Area. This conceptual grading plan identified a total of 10 million cubic yards of cut and fill of earth materials on the project site. It was anticipated that the grading operations would be a balanced operation, requiring no import or export of earth materials, based on the soil characteristics identified in the geotechnical report prepared for the project site. During the initial mass grading of the site, it was determined that soil compression was higher than anticipated. In addition, implementation of the mitigation measures identified in the Final EIR required removal and recompaction of soil at depths greater than the conceptual grading plan. As a result, soil needed to be imported to balance grading on the site. This Addendum assessed the environmental effects of importing of up to 600,000 cubic yards of soil.

Addendum 3 – June 2007 – This Addendum addressed an amendment to the Owner Participation Agreement to permit the hotel allowed in District C to be developed in District D on a 5-acre site on the southeast corner of Oxnard Boulevard and Danvers River Street and allow up to 100,000 square feet of retail commercial development on the 12-acre site in Planning District C where the hotel was originally allowed in the Specific Plan.

Addendum 4 – June 2007 – This Addendum addressed minor changes to the mitigation measures for air quality impacts included in the Final EIR to reflect the planning of the retail commercial project, The Collection at RiverPark, planned in Planning Districts B, C, and D as identified in the RiverPark Specific Plan.

Addendum 5 – November 2007 –This Addendum addressed an amendment to the Owner Participation Agreement and an amendment to the Memorandum of Understanding (MOU) between the Oxnard Community Development Commission (CDC) and the applicants related to financing of public infrastructure, parking facilities, and improvements in support of commercial development in RiverPark, including a 500-space parking structure within the primary commercial district, Planning District D, of the RiverPark Specific Plan.

Addendum 6 – December 2007 – This Addendum addressed an amendment to the RiverPark Specific Plan to allow changing the amount of residential development allowed on the remaining land in Planning Area A, the Mixed Use/Office District and Planning Area F, the Vineyards Neighborhood District.

Addendum 7 – February 2009 – This Addendum addressed a minor amendment to the RiverPark Specific Plan to allow a single freeway oriented sign, up to 60 feet in height, in one of three designated locations in the main commercial district, Planning District D.

Addendum 8 – July 2009 – This Addendum evaluated the addition of an administrative office and maintenance facility for the City of Oxnard General Services Department in Planning District E of the RiverPark Specific Plan Area.

Addendum 9 – January 2010 – This Addendum evaluated the impacts of the Ventura Road Utilities Project for the City of Oxnard Public Works Department, which proposed infrastructure improvements under Ventura Road between Gonzales Road and Vineyard Avenue.

Addendum 10 – March 2011: An amendment to the signage standards in Section 5.9.3.3 of the specific plan allowed three freeway-oriented monument signs up to 20 feet tall, in designated locations within District D of the Specific Plan area. In addition, the specific plan amendment allowed changeable electronic display panels on the pylon sign subject to approval of a Special Use Permit. The locations of these signs are shown on the revised Exhibit 5.HH, which was incorporated into the specific plan.

Proposed Addendum 11: The proposed amendment also modifies Section 5.9.3.3 of the specific plan that is referenced in addendum No. 10. It would allow two monument signs, up to 20 feet tall in designated locations in Planning Districts B and C, as shown in exhibit 5.HH, which would be modified to include these new signs.

Precise locations and design of the individual signs would be subject to review by the RiverPark Town Planner/Architect and the City of Oxnard, as part of a Development Design Review permit (DDR). Current applicable development and environmental standards such as traffic safety,

landscaping and lighting control would be applied to the project. In particular, illumination and orientation of the signs would be carefully evaluated during review of the DDR to prevent light from spilling onto the adjacent roads and adjacent land uses.

The revised specific plan text and the exhibit showing the location of the two signs is attached to this addendum.

Project Environmental Review

Section 15164 of the State California Environmental Quality Act (CEQA) Guidelines states that an addendum to a previously adopted EIR is the appropriate environmental document in instances when no conditions exist that would trigger a subsequent EIR. Three tests determine if a subsequent EIR is required (Section 15162(a)). They are:

1. Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
3. New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:
    a. The project will have one or more significant effects not discussed in the previous EIR or negative declaration,
    b. Significant effects previously examined will be substantially more severe than previously than in the previous EIR,
    c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative, or
    d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

In the first test, the signs are accessory structures to a commercial area which was examined by the EIR as part of the project description. The signs do not change the land use type or intensity on the site from the uses and intensity described in the specific plan and therefore will not result in effects not previously discussed.

The only potential environmental effect related to this project would be aesthetics (i.e. visual impacts). The Aesthetics section in the RiverPark Specific Plan Final EIR determined that no unavoidable significant impacts to the visual character would result from the RiverPark project, since the development of RiverPark would not obstruct long range views of the

mountains and hills in the Los Padres National Forest to the north from the Ventura Freeway and Vineyard Avenue. In addition, the height and character of the commercial development was determined to be consistent with existing development in the area.

The proposed signs do not represent a change or increase in land use type or intensity. In addition, the proposed signs would also not block long range views identified above, and the signs will be subject to design review and a Design Development Review permit (DDR). The proposed monument signs would be subject to the same design and size standards as the monument signs already built and located next to the freeway that were examined in Addendum No. 10. In addition, the text amended by the specific plan amendment requires the decision-makers to make the finding that the proposed signs will not be detrimental to (a) the public health, safety or general welfare; or (b) adjacent uses, buildings or structures in the vicinity. Therefore, the proposed amendment would not create additional environmental impacts.

In the second test, staff determined that circumstances surrounding the project have not substantially changed with regard to issues, facts, and mitigations included in the RiverPark Specific Plan FEIR. The project buildout has not changed from that evaluated by the Final EIR, nor have the environmental conditions adjacent to the project site. The commercial area is currently under construction as foreseen in the specific plan, and the proposed signs do not change the intensity or land use of the center.

In the third test, staff determined that no new information of substantial importance that was not known or could not have been known at the time of the RiverPark Specific Plan Final EIR certification shows that the project will have effects not previously discussed, that significant effects previously examined will be substantially more severe than previously estimated, that mitigation measures previously found infeasible would now be feasible and would substantially reduce effects of the project, and/or that different mitigation measures would substantially reduce effects.

The Final Environmental Impact Report with comments and responses and record of project approval may be examined at the City of Oxnard, Planning Division, 214 South C Street, Oxnard, California 93030. Please call (805) 385-7858 to arrange a time to review the file.

Kathleen Mallory, AICP, LEED Green Associate, MA
Planning Division Manager

Date

on Exhibit 5.HH, or in another location within Planning District D along the freeway, subject to approval of a Design Development Review Permit or Special Use Permit, as provided in Part C herein.

(ii) Sign Content: The Pylon Sign may include text, graphics and/or logos identifying the shopping center located in Planning District D, and names, brands or logos of tenants operating within the shopping center located in Planning District D. Such sign may include a large format graphic panel or changeable electronic display panel on each side, subject to the requirements herein. In no event shall product prices be displayed on the sign.

(iii) Illumination: The Pylon Sign shall be illuminated with internal illumination. Other type(s) of illumination may be approved by the Director as part of the Design Development Review Permit or Special Use Permit as applicable.

(iv) Size:

(1) The overall size of the Pylon Sign structure shall not exceed sixty (60) feet in height and forty (40) feet in width. In no event shall the area of the Pylon Sign structure exceed twenty four hundred (2,400) square feet per side, for a total structure area of forty-eight hundred (4,800) square feet.

(2) Sign area shall not exceed thirty-six(36) feet in height and thirty-five (35) feet in width for each side, or twelve hundred sixty (1,260) square feet per side, or forty-five percent (45%) of the overall structure size.

(3) Large format graphics or changable electronic display panels shall not exceed more than fifty percent (50%) of the total sign area on each side of the Pylon Sign.

B. Commercial Districts and Freeway-Oriented Monument Signs.

(i) Number of Signs: Up to three (3) two sided freeway-oriented Monument Signs are allowed in Planning District D, and up to two (2) commercial district monument signs in District B and C. The Monument Signs shall be subject to approval of a Design Development Review Permit as provided in Part C of this section.

(ii) Sign Locations: The Monument Signs shall be located within Planning Districts B, C and D in the approximate locations shown on Exhibit 5.HH ~~or in other locations along the freeway within Planning District D~~, subject to approval of a Design Development Review Permit. The Monument Signs shall be approximately evenly spaced.

(iii) Sign Content: Monument Signs may include text, graphics and/or logos identifying the shopping center located in Planning Districts B, C and D, and names, brands or logos of tenants operating within the shopping centers located in the respective districts. In no event shall product prices be displayed on the sign.

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(2) Size of Sign Structure: The dimensions of each Monument Sign structure (overall height multiplied by width) shall not exceed three hundred twenty (320) feet per side, for a total structure area of six hundred forty (640) square feet.

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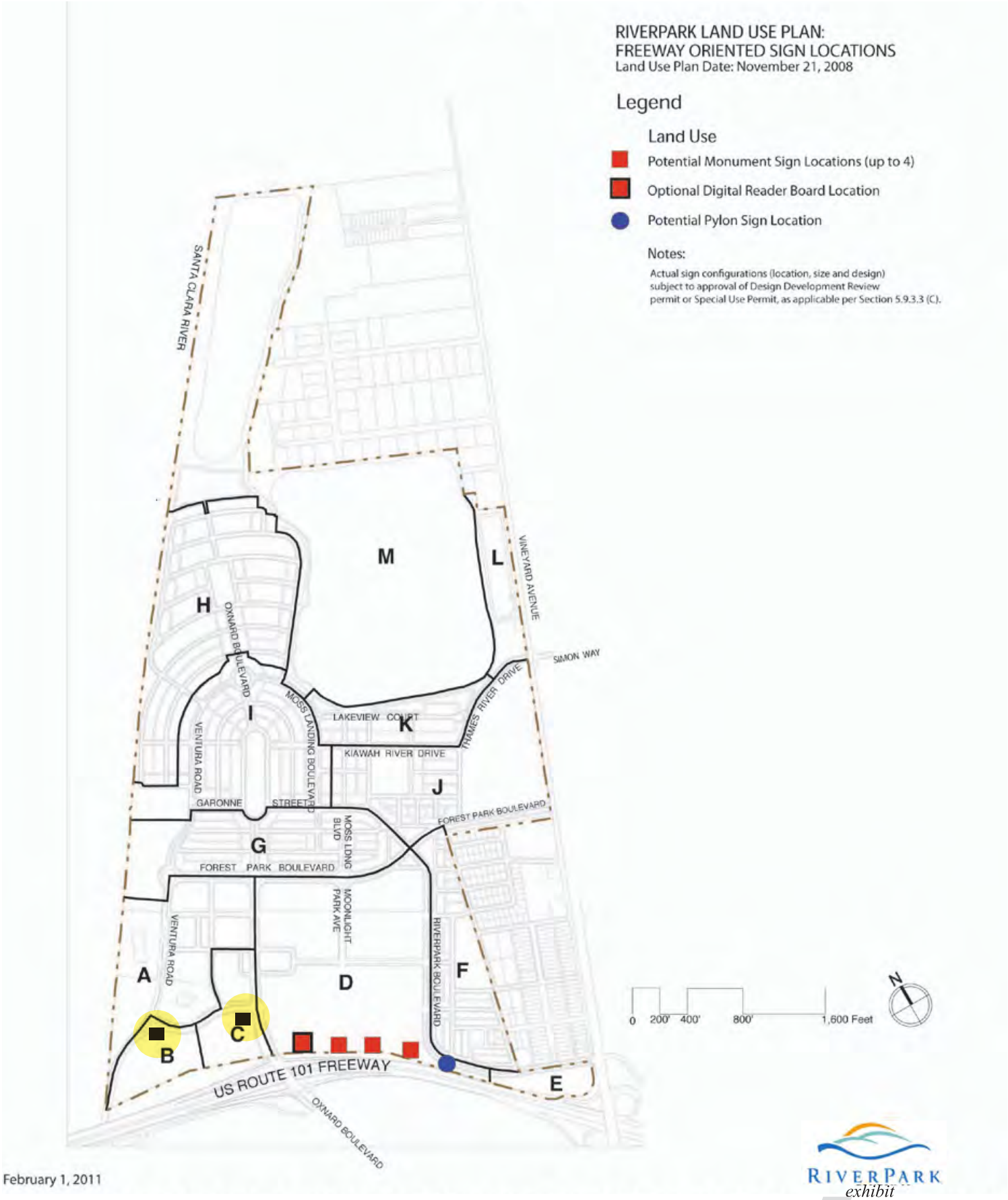
(ii) In reviewing and approving any freeway-oriented sign, the Director or Planning Com-

*The proposed text amendments are shown with (next to that section.



February 1, 2011

FREEWAY ORIENTED SIGN LOCATIONS

August 27, 2002

update through 3/2012

prepared for ***RiverPark Development, LLC*** *by* **AC Martin Partners** *with*

RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

ATTACHMENT "F"

Resolution of PZ 18-630-01 (Specific Plan Amendment)

RESOLUTION NO. [ ]

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT CITY COUNCIL ADOPT AN ORDINANCE APPROVING PLANNING AND ZONING PERMIT NO. 18-630-01 (SPECIFIC PLAN AMENDMENT) REVISING THE TEXT OF THE RIVERPARK SPECIFIC PLAN TO AMEND THE PROVISIONS OF SECTION 5.9.3.3 (B) RELATED TO SIGNS, AND REVISING EXHIBIT 5.HH TO SHOW GENERAL LOCATIONS OF THE SUBJECT MONUMENT SIGNS, WITHIN SPECIFIC PLAN DISTRICTS B AND C. FILED BY ANN WALSH DESIGNATED AGENT OF RIVERPARK LANDING, LLC, 2751 PARK VIEW COURT SUITE 261, OXNARD, CA 93036.

WHEREAS, the Planning Commission of the City of Oxnard has considered the proposed amendment to Section 5 of the RiverPark Specific Plan relating to development standards for monument signs in the specific plan area; and

WHEREAS, the Planning Commission has considered the certified environmental impact report for the RiverPark Specific Plan Project (EIR No. 00-03) and an Addendum to EIR No. 00-03 for the proposed RiverPark Specific Plan amendment, and has determined that there is no substantial evidence that the specific plan amendment may have a significant effect on the environment because, the proposed project is consistent with the EIR, does not change the use or intensity of land uses on the site since proposed signs are accessory structures to the commercial land uses in this area that were evaluated by the EIR and no additional environmental impacts will be caused by the proposed specific plan amendment and its implementation; and

WHEREAS, the Planning Commission finds, after due study, deliberation and public hearing, that the project is a refinement of the RiverPark Specific Plan; that the proposed specific plan amendment conforms with adopted City standards, is in conformance with the General Plan, constitutes good City planning; and that the project will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Oxnard recommends to the City Council the approval of Planning and Zoning Permit No. 18-630-01 (Specific Plan Amendment), to amend the RiverPark Specific Plan by changing the following section, to read:

Part 1: Section 5.9.3.3. (B) of Section 5.9.3.3 "Freeway-Oriented Pole Signs" shall be modified to read as follows:

"***5.9.3.3 Freeway-Oriented Signs***

B. Commercial Districts and Freeway-Oriented Monument Signs.

(i) *Number of Signs*: Up to three (3) two-sided, freeway-oriented Monument Signs are allowed in Planning District D and up to two (2) commercial district monument signs in District B and C. The final design and location of the Monument Signs shall be subject to approval of a Design Development Review Permit, as provided in Part C of this Section.

(ii) *Sign Locations*: The Monument Signs shall be located within Planning District B, C, and D in the approximate locations shown on Exhibit 5.HH ~~or in other locations along the freeway within Planning District D~~, subject to approval of a Design Development Review Permit. The Monument Signs shall be approximately evenly spaced.

(iii) *Sign Content*: Monument Signs may include text, graphics and/or logos identifying the shopping center located in Planning District D, and names, brands, and/or logos of tenants operating within the shopping center located in Planning District D. In no event shall product prices be displayed on the Monument Signs.

(iii) *Illumination*: The Monument Signs shall be illuminated with internal illumination. Other type(s) of illumination may be approved as part of a Design Development Review Permit.

(iv) *Size*:

(1) Height: Overall height not to exceed twenty (20) feet.

(2) Size of Sign Structure: The dimensions of each Monument Sign structure (overall height multiplied by width) shall not exceed three hundred twenty (320) square feet per side, for a total structural area of six hundred forty (640) square feet.

(3) Sign Area: In no event shall the total area devoted to tenant and shopping center identification sign area on each side of each Monument Sign exceed sixty-five percent (65%) of the structural area of the Monument Sign."

Part 2: Exhibit 5.HH (Exhibit "A" of this resolution) shall be revised and incorporated into the Specific Plan to show the locations of the monument signs described in Part 1 of this resolution.

PASSED and ADOPTED by the Planning Commission of the City of Oxnard on this 6th day of December, 2018, by the following vote:

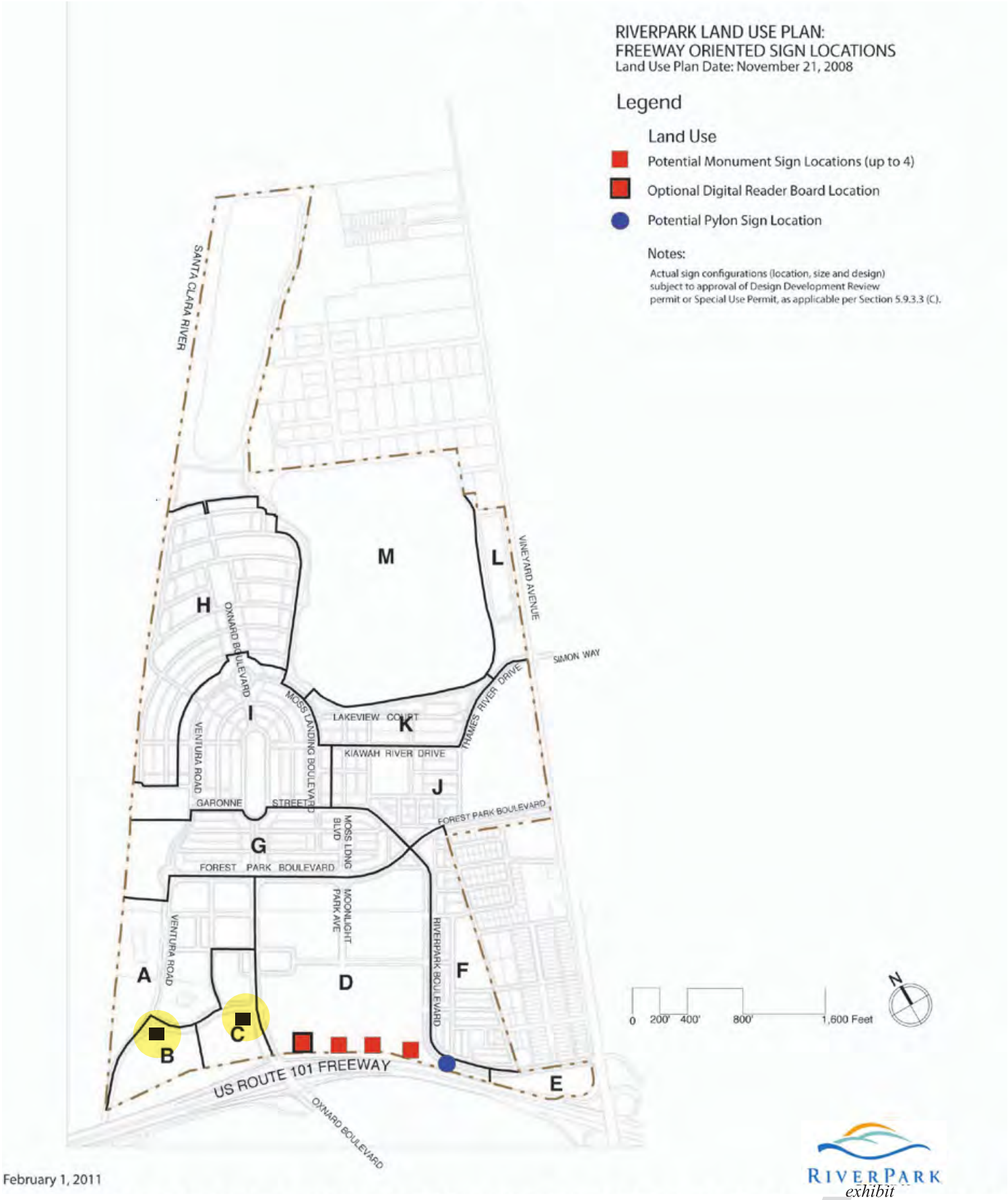
AYES: Commissioners:

NOES: Commissioners:

ABSENT: Commissioners:

_____
Vincent Stewart, Chair

ATTEST: _____
Kathleen Mallory, Secretary


RIVERPARK LAND USE PLAN:
FREEWAY ORIENTED SIGN LOCATIONS
Land Use Plan Date: November 21, 2008
Legend
Land Use
Potential Monument Sign Locations (up to 4)
Optional Digital Reader Board Location
Potential Pylon Sign Location
Notes:
Actual sign configurations (location, size and design) subject to approval of Design Development Review permit or Special Use Permit, as applicable per Section 5.9.3.3 (C).
SANTA CLARA RIVER
M
L
H
VINEYARD AVENUE
OXNARD BOULEVARD
SIMON WAY
MOSS LANDING BOULEVARD
THAMES RIVER DRIVE
I
LAKEVIEW COURT
K
VENTURA ROAD
KIAWAH RIVER DRIVE
J
GARONNE STREET
FOREST PARK BOULEVARD
MOSS LDNG BLVD
G
FOREST PARK BOULEVARD
MOONLIGHT PARK AVE
VENTURA ROAD
RIVERPARK BOULEVARD
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F
B
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US ROUTE 101 FREEWAY
E
OXNARD BOULEVARD
0 200' 400' 800' 1,600 Feet
N
February 1, 2011
RIVERPARK
exhibit
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update through 3/2012
prepared for RiverPark Development, LLC by AC Martin Partners with
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

To: Wilfredo Chua
Orlando Dozier
Deirdre Frank
Jim Fuhring
Stephen Huber
Rober V. Sanchez
Vincent Stewart

Date: Thursday, December 5, 2018

Attn: Oxnard Planning Commission

Subject: Agenda Item No. 2, PZ 18-630-01, Text amendment to the RiverPark Specific Plan

Good afternoon Planning Commissioners,

I am writing this letter to express concern over proposed changes to the RiverPark Specific Plan as proposed in Planning & Zoning Permit No. 18-630-01. While I neither support nor oppose the proposed amendment at this time, I find the proposed change to be one that gives me concern as a resident of the RiverPark Neighborhood.

The project description submitted by the applicant states it is a request to modify the text of Section 5.9.3.3 (B) (Signage Standards) of the RiverPark Specific Plan (RPSP) to allow two (2) monument signs in Planning Districts B and C of the RPSP; and modification to Exhibit 5.HH to depict the future general location of these proposed signs.

My concern stems from the questions (1) what tangible value does this project add to the neighborhood as a whole, (2) are these additional monument signs critical to the success of the nearby uses, and (3) what visual impacts will the additional signs have on the RiverPark residential and commercial areas?

Given the commercial uses that are scheduled for addition to the Planning Districts B and C (principally 2 multi-story hotels and an assisted living facility), which will occupy much of the site – it is unclear to me why the proposed additional monument signs in Planning Areas B and C would be imperative to the success of the nearby uses. Additionally, I find it concerning that the proposed amendment would extend the line of monuments signs from their current position (Planning District D only) to the entire southwestern border of the neighborhood (Planning Districts B, C, and D).

While I will be unable to attend the Planning Commission Hearing scheduled for December 6th, the applicant will be presenting their project to the RiverPark Neighborhood Council on December 12th. I appreciate the applicant's willingness to explain the project to local residents and I hope that the timing of the item before the Planning Commission will not preclude the City from receiving resident input on Planning & Zoning Permit No. 18-630-01.

Sincerely,

Clay Edward Downing
RiverPark Resident and Homeowner

Cc: Michelle Ascension, City of Oxnard, City Clerk
Carmen Ramirez, City of Oxnard, Mayor Pro Tem / City Council Member for District 2

Section 5.9.3.3(B)

on Exhibit 5.HH, or in another location within Planning District D along the freeway, subject to approval of a Design Development Review Permit or Special Use Permit, as provided in Part C herein.

(ii) Sign Content: The Pylon Sign may include text, graphics and/or logos identifying the shopping center located in Planning District D, and names, brands or logos of tenants operating within the shopping center located in Planning District D. Such sign may include a large format graphic panel or changeable electronic display panel on each side, subject to the requirements herein. In no event shall product prices be displayed on the sign.

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(1) The overall size of the Pylon Sign structure shall not exceed sixty (60) feet in height and forty (40) feet in width. In no event shall the area of the Pylon Sign structure exceed twenty four hundred (2,400) square feet per side, for a total structure area of forty-eight hundred (4,800) square feet.

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(3) Large format graphics or changable electronic display panels shall not exceed more than fifty percent (50%) of the total sign area on each side of the Pylon Sign.

B. Commercial Districts and Freeway-Oriented Monument Signs.

(i) Number of Signs: Up to three (3) two sided freeway-oriented Monument Signs are allowed in Planning District D, and up to two (2) commercial district monument signs in District B and C. The Monument Signs shall be subject to approval of a Design Development Review Permit as provided in Part C of this section.

(ii) Sign Locations: The Monument Signs shall be located within Planning Districts B, C and D in the approximate locations shown on Exhibit 5.HH ~~or in other locations along the freeway within Planning District D~~, subject to approval of a Design Development Review Permit. The Monument Signs shall be approximately evenly spaced.

(iii) Sign Content: Monument Signs may include text, graphics and/or logos identifying the shopping center located in Planning Districts B, C and D, and names, brands or logos of tenants operating within the shopping centers located in the respective districts. In no event shall product prices be displayed on the sign.

(iv) Illumination: The Monument Signs shall be illuminated with internal illumination. Other type(s) of illumination may be approved as part of the Design Development Review Permit .

(v) Size:

(1) Height: Overall height not to exceed twenty (20) feet.

(2) Size of Sign Structure: The dimensions of each Monument Sign structure (overall height multiplied by width) shall not exceed three hundred twenty (320) feet per side, for a total structure area of six hundred forty (640) square feet.

(3) Sign Area: In no event shall the total area devoted to tenant and shopping center identification sign area on each side of each Monument Sign exceed sixty-five percent (65%)of the structural area of the Monument Sign.

C. Freeway-Oriented Sign Design and Permit Procedure

(i) Approval of a Design Development Review Permit by the Director is required for any freeway-oriented sign listed in this section, except the approval of a Special Use Permit by the Planning Commission is required for a Pylon Sign with changeable electronic display panel(s).

(ii) In reviewing and approving any freeway-oriented sign, the Director or Planning Com-

RIVERPARK LAND USE PLAN: FREEWAY ORIENTED SIGN LOCATIONS

Land Use Plan Date: November 21, 2008

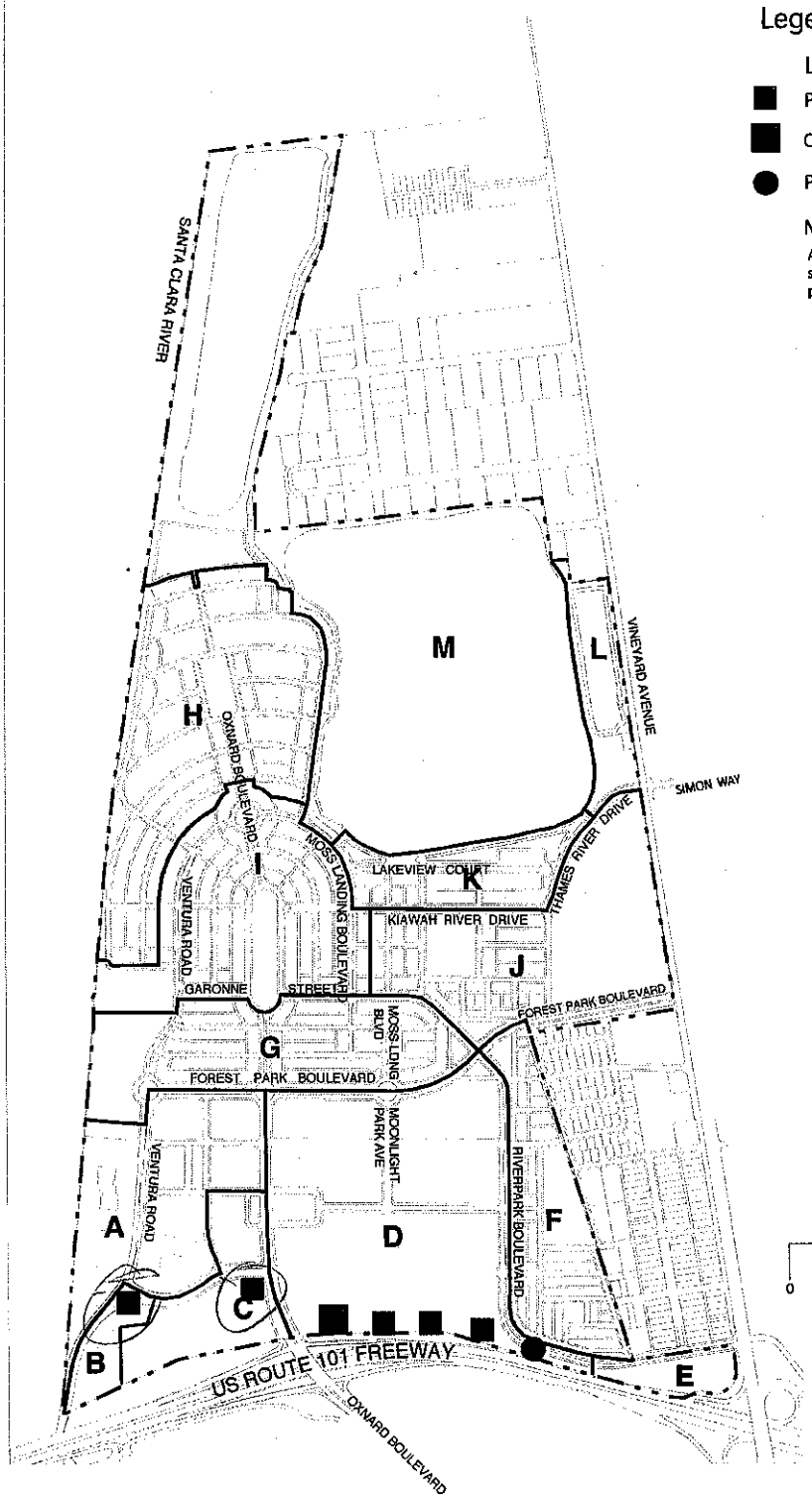
Legend

Land Use

- Potential Monument Sign Locations (up to 6)
- Optional Digital Reader Board Location
- Potential Pylon Sign Location

Notes:

Actual sign configurations (location, size and design) subject to approval of Design Development Review permit or Special Use Permit, as applicable per Section 5.9.3.3 (C).



0 200' 400' 800' 1,600 Feet

N

September 2018

RIVERPARK exhibit HH

COMMERCIAL DISTRICT & FREEWAY ORIENTED SIGN LOCATIONS

August 27, 2002

update through 3/2012
Modified in SPA 2015

prepared for RiverPark Development, LLC by **AC Martin Partners** *with*
RTKL / EDSA / CRAIN AND ASSOCIATES / WILLIAM HEZMALHALCH ARCHITECTS / HUITT-ZOLLARS

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING AN AMENDMENT TO THE RIVERPARK SPECIFIC PLAN (PZ NO. 18-630-01) REVISING THE TEXT OF THE RIVERPARK SPECIFIC PLAN SIGN STANDARDS IN SECTION 5.9.3.3 (B) TO ALLOW TWO (2) MONUMENT SIGNS AND REVISING EXHIBIT 5.HH TO SHOW GENERAL LOCATIONS OF SUBJECT MONUMENT SIGNS, FILED BY ANN WALSH OF SHEA PROPERTIES FOR RIVERPARK LANDING, LLC, 2751 PARK VIEW COURT SUITE 261, OXNARD, CA 93036.

WHEREAS, on August 27, 2002, the City Council of the City of Oxnard (the "City") adopted by ordinance the RiverPark Specific Plan (the "Specific Plan") as the comprehensive planning program to regulate the use of land and govern the orderly development of the RiverPark community; and

WHEREAS, the City Council of the City of Oxnard has considered an amendment to the Specific Plan relating to sign standards in the specific plan area (PZ No. 18-630-01); and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), a final environmental impact report (EIR No. 00-03) was prepared to analyze potential impacts associated with the approval and the implementation of the Specific Plan and the anticipated build out of the 701-acre specific plan site; and such EIR has been certified for this project, and an addendum thereto has been prepared, and the City Council has considered the final environmental impact report and the addendum before making its decision herein; and

WHEREAS, the City Council has carefully reviewed the December 6, 2018 Planning Commission action recommending approval of the specific plan amendment, and the staff report and the addendum; and has determined that there is no substantial evidence that the specific plan amendment may have a significant effect on the environment because the proposed project is consistent with the EIR, does not change the use or intensity of land uses on the site since proposed signs are accessory structures to the commercial land uses in this area that were evaluated by the EIR, and no additional environmental impacts will be caused by the proposed specific plan amendment and its implementation; and

WHEREAS, the proposed amendment is in conformance with the 2030 General Plan and other adopted standards of the City of Oxnard; and

WHEREAS, the City Council finds, after due study, deliberation and public hearing, that the amendment is a logical refinement of the Specific Plan; that the proposed specific plan amendment conforms with adopted City standards and constitutes good City planning; and that the amendment will not adversely affect or be materially detrimental to adjacent land uses, buildings or structures or to the public health, safety or general welfare.

NOW, THEREFORE, the City Council of the City of Oxnard does ordain to approve an amendment to the RiverPark Specific Plan (Planning and Zoning Permit No. 18-630-01) by changing the following section to read as set forth herein:

Part 1: Section 5.9.3.3. (B) of Section 5.9.3.3 "Freeway-Oriented Pole Signs" shall be modified to read as follows:

"***5.9.3.3 Freeway-Oriented Signs***

B. Commercial Districts and Freeway-Oriented Monument Signs.

(i) *Number of Signs*: Up to three (3) two-sided, freeway-oriented Monument Signs are allowed in Planning District D and up to two (2) commercial district monument signs in District B and C. The final design and location of the Monument Signs shall be subject to approval of a Design Development Review Permit, as provided in Part C of this Section.

(ii) *Sign Locations*: The Monument Signs shall be located within Planning District B, C, and D in the approximate locations shown on Exhibit 5.HH, subject to approval of a Design Development Review Permit. The Monument Signs shall be approximately evenly spaced.

(iii) *Sign Content*: Monument Signs may include text, graphics and/or logos identifying the shopping center located in Planning Districts B, C, and D, and names, brands, and/or logos of tenants operating within the shopping center located in the respective districts. In no event shall product prices be displayed on the Monument Signs.

(iii) *Illumination*: The Monument Signs shall be illuminated with internal illumination. Other type(s) of illumination may be approved as part of a Design Development Review Permit.

(iv) *Size*:

(1) Height: Overall height not to exceed twenty (20) feet.

(2) Size of Sign Structure: The dimensions of each Monument Sign structure (overall height multiplied by width) shall not exceed three hundred twenty (320) square feet per side, for a total structural area of six hundred forty (640) square feet.

(3) Sign Area: In no event shall the total area devoted to tenant and shopping center identification sign area on each side of each Monument Sign exceed sixty-five percent (65%) of the structural area of the Monument Sign."

Part 2: Exhibit 5.HH (Exhibit "A" of this resolution) shall be revised and incorporated into the Specific Plan to show the locations of the monument signs described in Part 1 of this resolution.

Part 3: The City Council shall approve the first reading by title only and waive further reading of an ordinance amending the RiverPark Specific Plan as a result of PZ Permit No. 18-630-01 (Specific Plan Amendment) and finally adopt on February 19, 2019, to become effective thirty days thereafter.

Part 4: 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.

AYES:

NOES:

ABSENT:

_____
Tim Flynn, Mayor

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen Fischer, City Attorney

Ordinance No.
PZ No. 18-630-01
Page 4

RIVERPARK - THE LANDING SPECIFIC PLAN AMENDMENT

Ann Walsh, RiverPark Landing, LLC.

Kathleen Mallory
Planning & Environmental Services Manager

February 5, 2019

CITY OF OXNARD CALIFORNIA

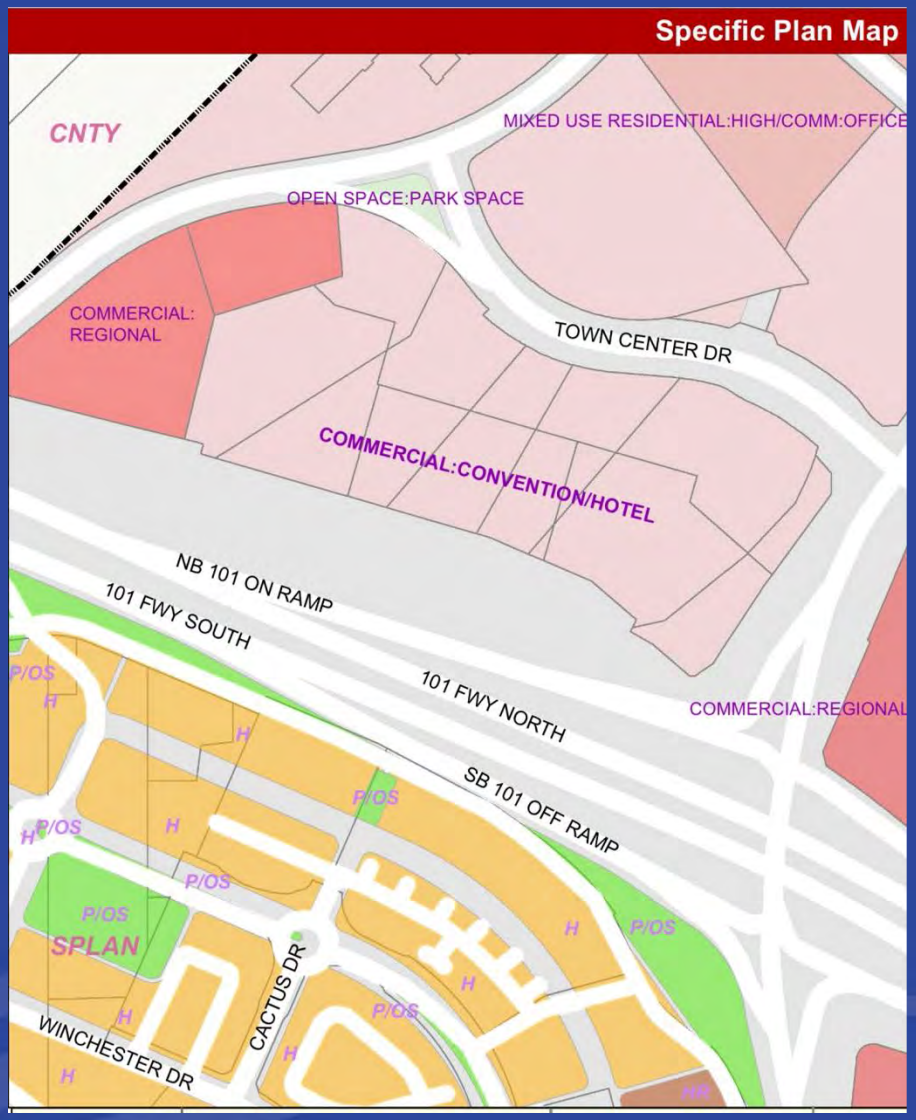
DESCRIPTION

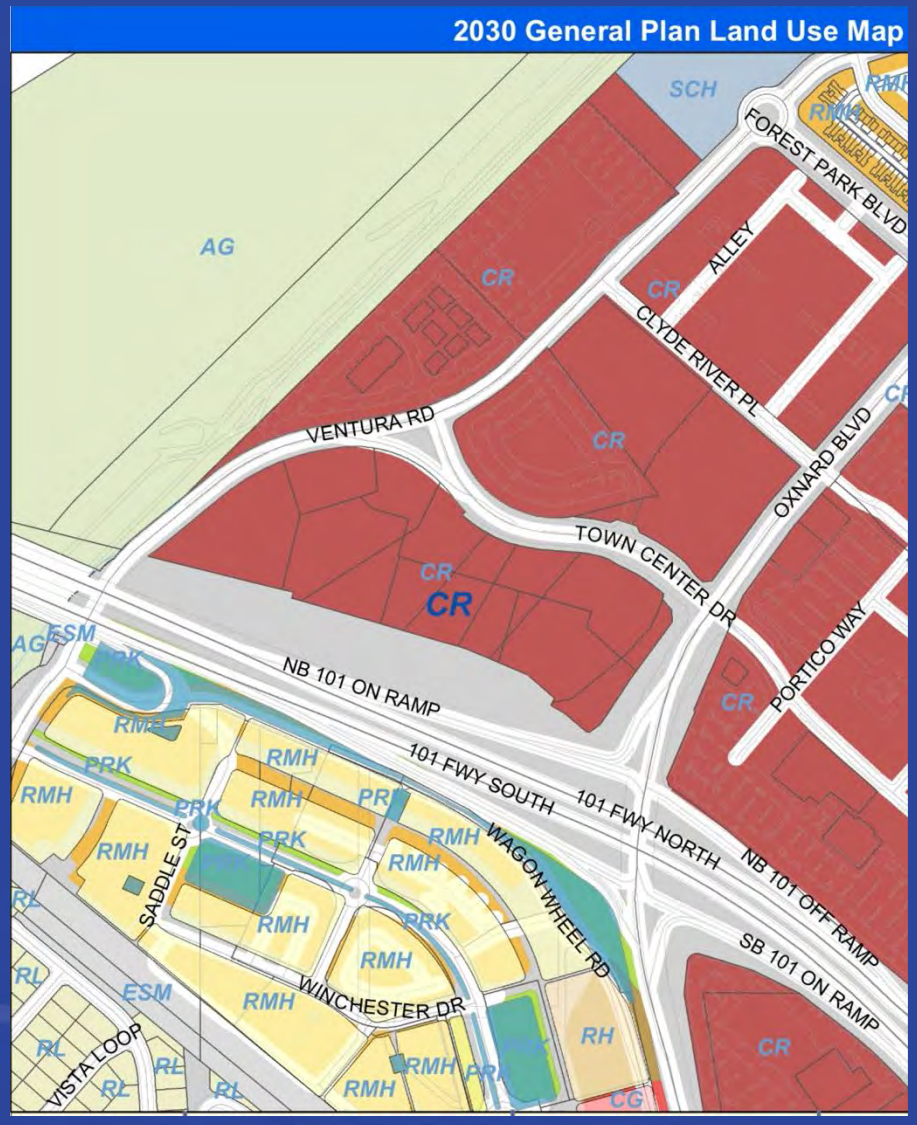
Amendment to the River Park Specific Plan (RPSP):

- Change Section 5.9.3.3 of the RPSP to allow two (2) future monument signs.
- Modify Exhibit 5.HH to generally identify future location of these new signs.
- No new construction is proposed with this application.
- Two new monument signs will not be visible from freeway.
- Sign area, structure size, and sign content to conform to the existing monument signs near the freeway

ZONING AND GENERAL PLAN

RiverPark The Landing





CITY OF OXNARD CALIFORNIA

FUTURE SIGN LOCATIONS

Planning District B

Planning District C

CITY OF OXNARD CALIFORNIA

EXHIBIT 5.HH

RiverPark The Landing Signs

CITY OF OXNARD CALIFORNIA

TEXT AMENDMENT

Section 5.9.3.3 (B) of the RPSP:
"Commercial Districts and Freeway-Oriented Monument Signs"

- Addition of word "Commercial Districts" to Freeway-Oriented Monument Sign section of RPSP.
- Allows up to two monument signs in Districts B and C.
- Amends Figure 5HH to identify sign locations.
- Signs subject to a Design Development Review Permit.
- Sign Regulations:
  - Up to 20 feet tall
  - Max area of 320 square feet per sign side

ENVIRONMENTAL ANALYSIS

- Amendment is consistent with the scope and purpose of the RiverPark Specific Plan.
- RiverPark EIR No. 00-03, City Council Adopted Resolution No. 12,209 on July 16, 2002 certifying the final EIR.
- An addendum to the Environmental Impact Report was prepared.

COMMUNITY INPUT & PLANNING COMMISSION ACTION

- Community Workshop was held on November 19, 2018
  - 2 persons signed in for this project but neither spoke.

- A Riverpark resident expressed concern via email, but stated he neither supports nor opposes the project.
  - value and need of the future signs for the success of the future shopping center
  - visual impacts the signs could have

- December 6, 2018 the Planning Commission considered and voted 5-0, with 2 commissioners absent, to recommend approval to the City Council.

RECOMMENDATION

That the City Council:

Approve the first reading by title only and waive further reading of an ordinance amending the RiverPark Specific Plan as a result of Planning and Zoning Permit No. 18-630-01 (Specific Plan Amendment).

PLANNING & ZONING PERMIT NO. 18-630-01

TEXT AMENDMENT TO RIVERPARK SPECIFIC PLAN TO ALLOW TWO (2) MONUMENT SIGNS AT THE LANDING IN RIVERPARK

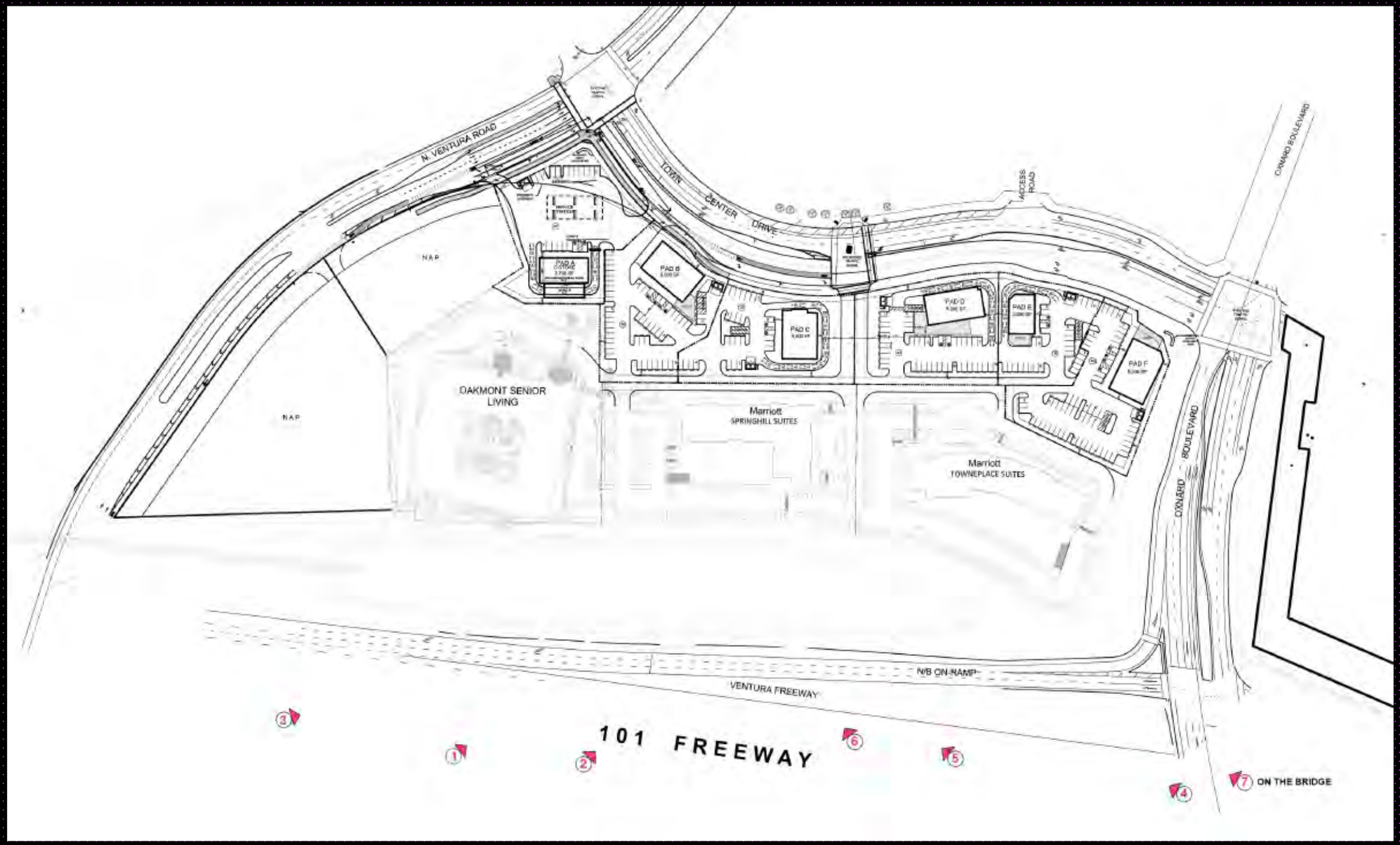
PROJECT BENEFITS – VALUE TO OXNARD & RIVERPARK

- As a direct result of the internet, retail leasing has been difficult over the last few years
- Retailers who are currently willing to talk are also taking less risks in their location choices
- Freeway visibility is critical in the decision making process, but if that is not an option, visibility from a location with the **highest average daily trips** will help. Hwy 101 sees 150,000 trips per day while the intersection of Oxnard Blvd / Town Center Drive sees approximately 41,000 trips per day
- Retail Tenants will be located **behind** two (2) - four (4) story Hotels and a two (2) level Senior Living Facility, and therefore have no freeway visibility
- Due to the elevation change at the corner of Oxnard Blvd and Town Center Drive, all but the NE pad will have no visibility from this intersection
- Tenants touring The Landing see signage on the back of the Esplanade buildings across the street, the Camarillo Outlet Stores and the Kohl's Center in Ventura and want the same
- Monument signs give The Landing the ability to provide tenants with the visibility, while maintaining design integrity, as we have done at the Collection
- The main purpose of a Monument Signs is to direct customers to specific businesses. We have a critical need to direct traffic upon exiting HWY 101 at Oxnard Blvd – what lane do you need to get into? There is only one block to make that decision.

AVERAGE DAILY TRIPS

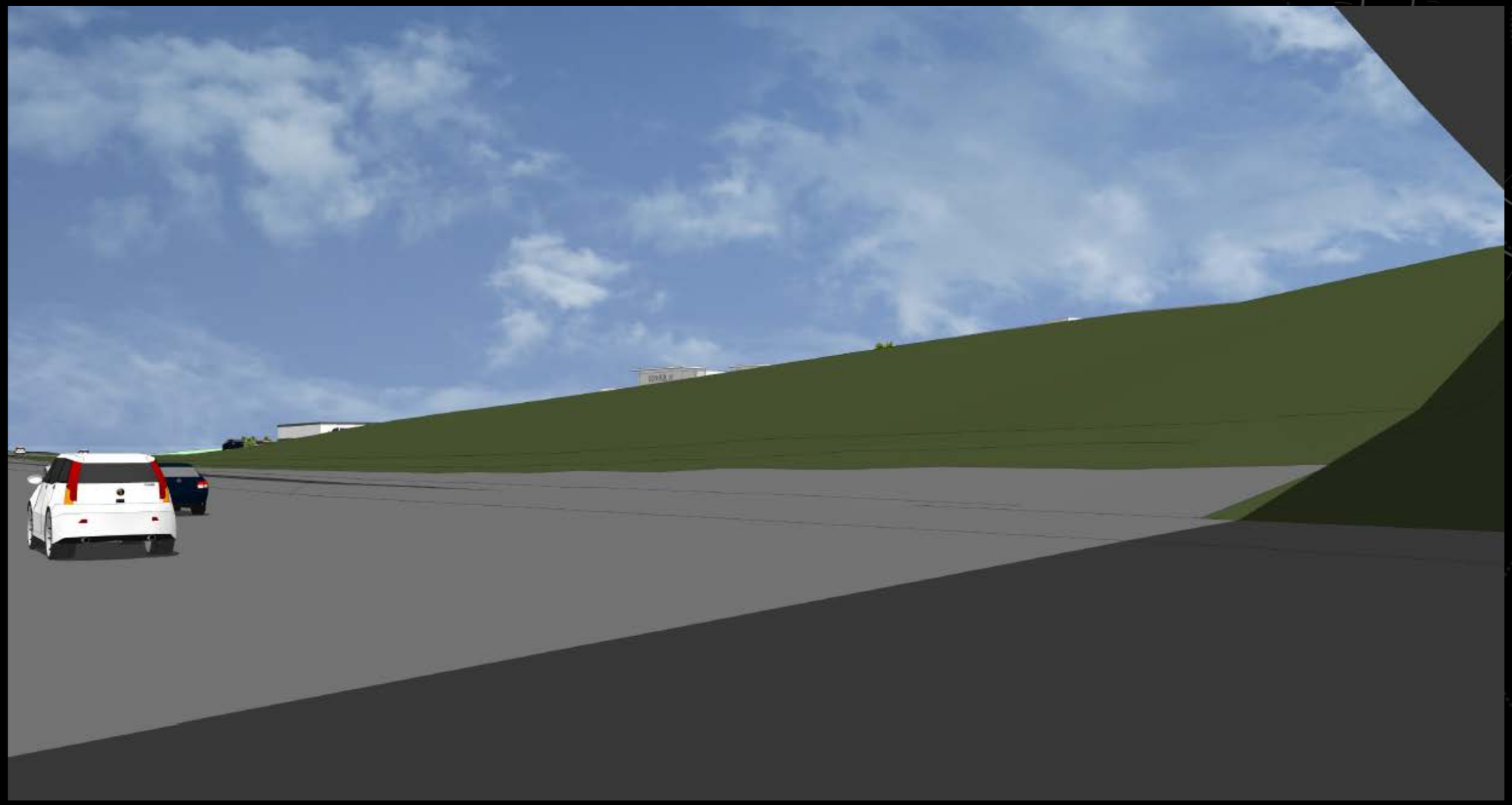
EXISTING & PROPOSED SIGNS – ELEVATION ISSUES

VIEW STUDY FROM HWY 101



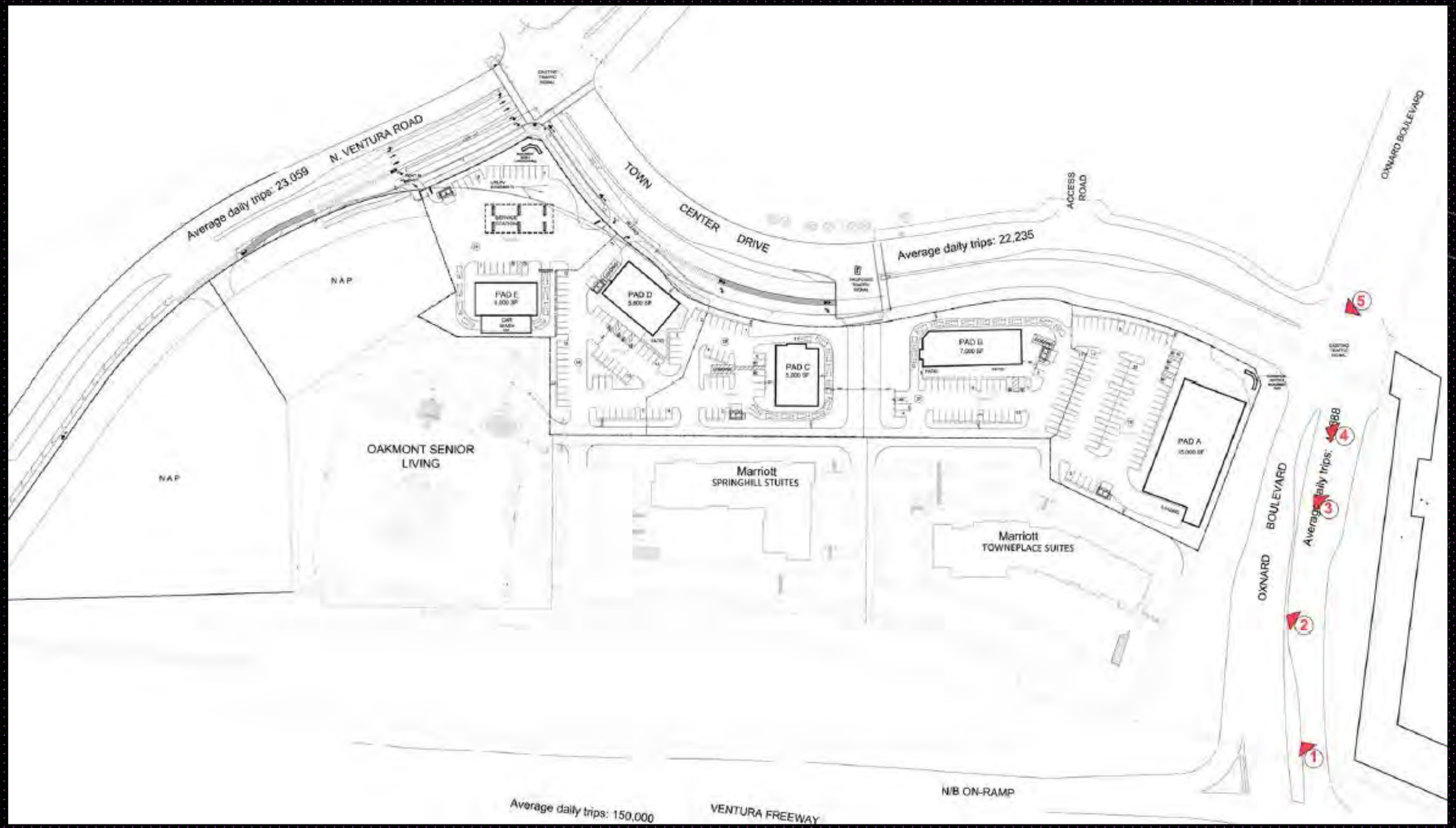
HOTEL B
HOTEL A

HOTEL 9



HOTEL 2

VIEW FROM OXNARD BLVD



HOTEL
TENANT
30'
26'

30'
26'
TENANT

30'
26'
TENANT

30'
26'
TENANT
TENANT SIGNAGE
TENANT SIGNAGE
TENANT SIGNAGE
TENANT SIGNAGE
TENANT SIGNAGE
THE LANDING

30'
TENANT
26'
HOTEL
TENANT
THE LANDING
30'
26'
PAD B

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 1**

DATE: February 5, 2019

TO: City Council

FROM: Alexander Nguyen
City Manager

SUBJECT: List of City Manager Approved Contracts - Informational Only. (5/5/5)

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

RECOMMENDATION:

That City Council receive and file the list of City Manager approved contracts for the period July 9, 2018 through December 31, 2018.

BACKGROUND

On June 12, 2018, the City Council approved Ordinance No. 2943 changing the City's Purchasing Procedures. Ordinance No. 2943 increased the threshold for City agreements/contracts, change orders/amendments and purchase orders allowing the City Manager to sign up to $175,000. The attached list of contracts and/or purchase orders meeting the criteria of amounts between $101,000 to $175,000 for the period ending December 31, 2018.

Prepared by Luly Lopez, Executive Assistant.

ATTACHMENTS:

Attachment A: List of City Manager Approved Contracts

City Manager Contract List - July - December, 2018

Contracts from $101,000 to $175,000

	Date	Vendor	Contract No.	Purpose	$ Amount
1	7/11/2018	Toter Incorporated	P. O. 6935	Purchase of automated residential waste collection carts and parts such as wheels, axles and lids. Due to customer demand and a depleted cart inventory, the timely acquisition of carts is required. Environmental Resources obtained pricing of carts from the National Intergovernmental Purchasing Alliance Company (National IPA).	$150,000.00
2	9/28/2018	Lourdes Campbell & Associates	P. O. 7059	To provide translation and interpreting services at City Council meetings.	$150,000.00
3	9/28/2018	All Connected, Incorporated	P. O. 7060	Purchase of firewall upgrade to City's data network systems.	$172,975.14
4	10/2/2018	Insight Public Sector, Incorporated	P. O. 7065	Due to the aging of the City's network foundation, it is necessary to purchase network switching equipment and network design services to ensure the safety and integrity of the City's data network. This purchase is being made through a cooperative purchasing agreement through U.S. Communities, Contract No. 4400006644 and expires on April 30, 2021.	$147,993.53
5	10/12/2018	Venco Electric, Inc.	8055-17-PW	Replacement and upgrade of light fixtures at Del Norte Regional Recycling Station.	$108,094.88
6	10/23/2018	East Bay Tire Company	P. O. 6991	Blanket purchase order to allow Fleet Services to purchase tires for medium and heavy duty vehicles.	$175,000.00
7	11/19/2018	Consolidated Fabricators Corporation	P. O. 7116	Purchase of commercial and industrial Refuse and recycling containers.	$175,000.00
8	12/3/2018	Fairbanks Scales, Inc.	8354-18-PW & P.O. 7130	For on-call truck scale maintenance and repair service.	$150,000.00

LIST OF CITY MANAGER APPROVED CONTRACTS

List of City Manager Approved Contracts - July - December, 2018
Contracts from $101,000 to $175,000

	Date	Vendor	Contract No.	Purpose	$ Amount
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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 1**

DATE: February 5, 2019

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Taxicab Ordinance Adoption.

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

RECOMMENDATION:

That City Council adopt Ordinance No. 2954 amending Article XI to Chapter 11 of the City Code establishing taxicab licensing and operating regulations.

BACKGROUND

Ordinance No. 2954 amends Article XI to Chapter 11 of the City Code establishing taxicab licensing and operating regulations. The City Council approved the first reading by title only and waived further reading of Ordinance No. 2954 by a vote of 7-0 at its regular meeting of January 8, 2019. If adopted, Ordinance No. 2954 would take effect March 7, 2019.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Goal 3. Strengthen neighborhood development, and connect City, community and culture.

FINANCIAL IMPACT

The City currently issues 34 permits that generate $4,560, and 34 BTC (business tax certificates) that currently generates $22,963.50. The combined total amounts for both the permits and the BTC is $27,523.50.The small numbers in this data do not lend themselves to statistical analysis. However, logically we can estimate a range of the fiscal impact at $55,047 plus or minus.

Prepared by Deputy City Attorney Jason Zaragoza, City Treasurer Phil Molina, Assistant City Treasurer Eden Alomeri, and Treasury Supervisor Armida Monares.

ATTACHMENTS:

Taxicab Ordinance No. 2954

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 2954

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA,
AMENDING ARTICLE XI OF CHAPTER 11 OF THE OXNARD CITY CODE TO
UPDATE LICENSING AND OPERATING REGULATIONS FOR TAXICABS.

WHEREAS, on September 18, 2018, Governor Brown signed Assembly Bill No. 939 ("AB 939"), codified in California Government Sections 53075.5-53075.52; and

WHEREAS, California Government Code Section 53075.5 limits applicability of local government permitting and licensing to cities and counties in which a taxicab company and driver are substantially located; and

WHEREAS, the City's existing City Code provisions governing licensing and operating requirements for taxicabs must be amended to meet State requirements.

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

Part 1. Chapter 11, Division 6, Article XI of the Oxnard City Code is hereby amended to read as follows:

"**ARTICLE XI. TAXICABS**

SEC. 11-260. PURPOSE.

The purpose of this chapter is to protect the public health, safety and welfare in regard to taxicab transportation service.

The purpose of this article is to regulate taxicabs and other vehicles for hire with the objective of modernizing the regulation of taxicab transportation services. The requirements set forth in this chapter are intended to protect the public's health, safety, and welfare by ensuring that taxicabs and other vehicles for hire charge reasonable rates, are adequately insured, provide safe vehicle for transport of the general public, and employ persons that do not pose a threat to passengers, pedestrians, or other drivers.

SEC. 11-261. DEFINITIONS.

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

(A) CERTIFICATE OF INSPECTION - A written statement from an automotive repair establishment registered with the State Department of Consumer Affairs, dated no more than 15 days before the date the application is submitted to the license collector, that a certain vehicle (including its brakes and lights) was thoroughly inspected and either found to be in good operating condition or repaired to be in good operating condition.

(B) DRIVE A TAXICAB - To drive a taxicab that picks up passengers within the city, but not including driving a taxicab that only discharges within the city passengers picked up outside the city or that travels through the city without picking up or discharging passengers, if the taxicab operator's principal place of business is not within the city.

(C) COUNTY – County of Ventura.

(D) LICENSE COLLECTOR - The city's treasurer or designee.

(E) TAXICAB - A motor driven vehicle designed for carrying not more than eight persons, not including the driver, having a meter, that calculates amounts due from passengers, and used to carry passengers for hire.

(F) PREARRANGED TRIP – A trip using and online enabled application, dispatch, or Internet Website.

(G) POLICE CHIEF - The department director of the Oxnard Police Department and the head officer.

(H) SUBSTANTIALLY LOCATED – A Taxicab Operator meets either of the following:

1. Has its primary business address within the city. A new Taxicab Operator or Taxicab Driver shall use this method of determination only for its first year of operation and may use either test for subsequent years; or
2. The total number of Prearranged and Non-Prearranged Trips that originate in the City account for the largest share of Taxicab Operator's total number of trips within the County over the past fiscal year as determined annually.

(I) TAXICAB BUSINESS - The business of providing taxicab transportation services.

(J) TAXICAB DRIVER - A person who drives a taxicab, whether as an employee, an independent contractor or a self-employed person.

(K) TAXICAB OPERATOR - A person or entity that employs a taxicab driver to drive a taxicab, whether as an independent contractor or as an employee. A Taxicab Operator shall include a Taxicab Driver if a Taxicab Operator consists of only one driver.

(L) TRIP DATA DOCUMENTATION – Documentation as determined by the License Collector that substantiates that the total number of Prearranged and non-Prearranged trips that originate within the City account for the largest share of the Taxicab Operator's total number of trips in the County over the previous fiscal year.

SEC. 11-262. TAXICAB PERMITS REQUIRED; FEES.

(A) No person shall drive a taxicab that is substantially located in the city without first obtaining a valid taxicab driver permit pursuant to this chapter.

(B) No person shall be a taxicab operator that is substantially located in the city without first obtaining a valid taxicab operator permit pursuant to this chapter.

(C) No person shall both drive a taxicab that is substantially located in the city and employ another person to drive a taxicab that is substantially located in the city without first obtaining a valid taxicab driver permit and a valid taxicab operator permit pursuant to this chapter.

(D) A Taxicab Operator that is not Substantially Located in the city shall possess a permit from the County or at least one city within the County.

(E) A Taxicab Driver that is not Substantially Located in the city shall possess a permit from the County or at least one city within the County.

(F) A Taxicab Operator who is also a Taxicab Driver that is not Substantially Located in the city shall possess applicable permit from the County or at least one city within the County.

(G) Fees for such permits shall be established by resolution of the city council.

(H) It shall be unlawful to operate a taxicab that is Substantially Located in the city without a valid, city-issued permit. The city may impose a penalty for violation pursuant to Section 11-22(A).

(I) A Taxicab Operator shall notify the city no less than six (6) months prior to changing its Substantial Location from another jurisdiction to the city.

SEC. 11-263. APPLICATION FOR TAXICAB PERMIT.

(A) The applicant for a taxicab driver permit or a taxicab operator permit shall submit to the license collector a completed application form obtained from the license collector, together with fees for the permit and such licenses, certificates, documents and other material as is required by the application form or the license collector, including an application form and fees for a business tax certificate if applicable. The applicant for a taxicab driver permit shall also submit a fee for a fingerprint report from the State Department of Justice.

(B) The application form for a taxicab driver permit shall require the following information, licenses, certificates, documents and such other material as the license collector deems necessary.

(1) A letter from a prospective employer offering employment to the applicant as a taxicab driver Substantially Located in the city, whether as an independent contractor or as an employee; or a letter from an employer stating that the applicant is employed as a taxicab driver Substantially Located in the city, whether as an independent contractor or as an employee; or a written statement from the applicant that he/she wishes to be a self-employed taxicab driver Substantially Located in the city, not employed by another person, whether as an independent contractor or as an employee;

(2) Proof of compliance with the requirements of the city's mandatory controlled substance and alcohol testing certification program;
(3) Proof that the applicant is at least 18 years of age;
(4) The applicant's name, residence, phone number and business address, and if the applicant is self-employed, the name and address of the taxicab business for which the applicant drives;
(5) A document issued by the Department of Motor vehicles, dated no more than ten days before the application is submitted, showing that the applicant holds a valid, current California driver's license;
(6) If the applicant is self-employed, the make, type, vehicle identification number and license number of each taxicab owned or leased by the applicant, the address from which the taxicabs will be operated, and a certificate of inspection for each such taxicab;
(7) The distinctive color scheme, name, monogram or insignia by which each taxicab will be marked; and
(8) If the applicant is self-employed, proof of insurance required by subsections (F) and (G) of section 11-268.

(C) An application form for a taxicab operator permit shall require the following information and such other material as the license collector deems necessary:
(1) The applicant's name and residence and business addresses;
(2) The name of each owner of the taxicab business, including the owners, partners or officers of a firm, partnership, corporation or other entity, and their residence and business addresses;
(3) The name and address of the taxicab business;
(4) The make, type, vehicle identification number and license number of each taxicab owned or leased by the taxicab business, and a certificate of inspection for each such taxicab;
(5) The distinctive color scheme, name, monogram or insignia by which each taxicab will be marked;
(6) The name and address of each taxicab driver employed by the taxicab operator, whether as an independent contractor or as an employee;
(7) The address from which the taxicabs will be operated; and
(8) Proof of the insurance required by subsections (F) and (G) of section 11-268.
(9) Trip data Documentation. For a new Taxicab Operator, a primary business address in the city shall satisfy the Trip Data Documentation requirement. A Taxicab Operator shall begin collection of trip data during its first year of operation; and
(10) Registration of rates of fare to be charged.

SEC. 11-264. CONTROLLED SUBSTANCE AND ALCOHOL TESTING PROGRAM.

As a condition of permit issuance and renewal, taxicab drivers shall test negative for controlled substances and for alcohol. Procedures, standards and regulations concerning such testing shall be adopted by resolution of the city council.

SEC. 11-265. GRANT OR DENIAL OF TAXICAB APPLICATION.

(A) The license collector shall refer to the police chief a completed application for a taxicab driver permit or a taxicab operator permit.

(B) The police chief shall take a photograph and obtain the fingerprints of the applicant for a taxicab driver permit and shall send the fingerprints to the State Department of Justice for a report.

(C) After receipt of a report from the department of justice, the police chief shall direct the license collector to grant or deny the application for a taxicab driver permit. The police chief shall direct the license collector to deny the application on any of the following grounds:

(1) The applicant is under the age of 18 years;
(2) The applicant does not hold a valid, current California driver's license;
(3) The applicant did not submit one or more of the items required by the application form;
(4) The applicant did not test negative for controlled substances and alcohol, as required by the city's controlled substance and alcohol testing program;
(5) Within seven years of the date the application was filed, the applicant was convicted of driving under the influence of alcohol or drugs or of reckless driving; and/or
(6) Within seven years of the date the application was filed, the applicant was convicted of any of the following crimes, or of an attempt or conspiracy to commit any of the following crimes, as defined in Cal. Penal Code, and such conviction indicates that the applicant may pose a danger to the public if granted a taxicab driver permit: murder, mayhem, kidnapping, robbery, assault with intent to commit a felony, assault, battery, rape, arson, burglary, possession of burglarious instruments or deadly weapons, or any crime for which the applicant is required to register as a sex offender pursuant to Cal. Penal Code, Section 290.

SEC. 11-266. NOTICE TO APPLICANT.

(A) The license collector shall give written notice to the applicant for a taxicab driver permit or a taxicab operator permit that the application is granted or denied. If the application is granted, the license collector shall enclose with such notice a taxicab driver permit or a taxicab operator permit issued to the applicant.

(B) A taxicab driver permit shall include the name of the permittee, the name of the employer, a statement that the permit is subject to the conditions imposed by section 11-269, and the requirement that the permittee return the permit to the license collector upon termination of the permittee's employment. A photograph of the applicant shall be attached to the permit.

(C) A taxicab operator permit shall include the name of the permittee and a statement that the permit is subject to the conditions imposed by section 11-268.

(D) If the application is denied, the license collector shall include in such notice a statement of the grounds on which the application is denied.

SEC. 11-267. REQUEST FOR HEARING BY APPLICANT.

(A) (1) The applicant for a taxicab driver permit or a taxicab operator permit may request a hearing if the applicant receives written notice that the application is denied.

(2) The request for hearing must be received by the license collector within 14 days after the license collector mailed the notice of denial to the applicant.

(B) An applicant's request for hearing shall be in writing, shall attach a copy of the notice of denial, and shall state the reasons that the applicant alleges the notice to be incorrect.

(C) An applicant's request for hearing shall be accompanied by the hearing fee set by resolution of the city council.

(D) Procedures to set and hold the hearing, issue the decision and seek judicial review of the decision shall be as set out in sections 11-150 through 11-153 of the code.

SEC. 11-268. CONDITIONS OF TAXICAB OPERATOR PERMIT.

Every person or entity issued a taxicab operator permit shall:

(A) Display on the exterior of each taxicab the name or trademark of the person under whose authority the taxicab is being operated or the name of the lessor or lessee thereof;

(B) Display in the interior of each taxicab the sign required by Cal. Vehicle Code, Section 27908;

(C) Display the schedule of rates and charges in a conspicuous place in each taxicab, visible to all passengers, together with the name, business address and telephone number of the taxicab operator;

(D) Calculate taxicab fares on an accurate meter approved and inspected by the county weights and measures officer;

(E) Collect from taxicab passengers only the amounts displayed on the schedule of rates and charges, plus any tip that the passenger offers;

(F) Obtain for each taxicab and keep in force during the term of the permit, public liability and bodily injury insurance, issued by a California admitted insurance carrier or an insurance carrier with an A.M. Best rating of A-VII or better. The insurance policy shall be endorsed to state that coverage may not be suspended, voided, canceled or reduced in coverage or limits without 15 days' prior written notice to the license collector. The insurance policy shall insure the operator and shall name the city as an additional insured of such taxicab against loss by reason of injury or damage that may result to persons or property from the negligent operation or defective construction of such taxicab, or from violation of this chapter or of any other law of the State or the United States. The insurance policy shall be in the sum of not less than $500,000 combined single limit for personal injury and property damage for each taxicab in any one accident. The risk manager may authorize the license collector to accept insurance that does not

meet the foregoing criteria or require insurance that exceeds the foregoing criteria if the risk manager determines that such insurance will provide adequate protection, based on, but not limited to, factors such as whether the applicant belongs to a risk retention group satisfactory to the risk manager; whether the applicant's operating risks are less than or more than standard risks; and whether the required insurance is reasonably available to a qualified applicant.

(G) Obtain and keep in force during the term of the permit, workers' compensation insurance, covering all employees of the permittee;

(H) Maintain each taxicab in good repair and in a clean and sanitary condition;

(I) Notify the license collector immediately when any vehicle not described in the application for the permit is placed in service as a taxicab and submit the information about the vehicle and the certificate of inspection required by the application form;

(J) Notify the license collector immediately on termination of a taxicab driver's employment.

(K) Require that each taxicab driver have a valid California driver's license and a valid city taxicab driver permit; and

(L) Comply with any other reasonable conditions imposed by the license collector or the police chief.;

(M) A Taxicab Operator shall participate in the pull-notice program pursuant to Section 1808.1 of the Vehicle Code to regularly check the driving records of all Taxicab Drivers;

(N) A Taxicab Operator shall maintain a safety education and training program in effect for all Taxicab Drivers, whether employees or independent contractors; and

(O) A Taxicab Operator shall maintain a disabled access education and training program to instruct its Taxicab Drivers on compliance with the Federal Americans with Disabilities Act of 1990 and amendments thereto, and state disability rights laws, including making clear that it is illegal to decline to serve a person with a disability or who has a service animal.

SEC. 11-269. CONDITIONS OF TAXICAB DRIVER PERMIT.

Every person to whom a taxicab driver permit is issued shall:

(A) Display the permit in the taxicab in a place conspicuous from the passenger area;

(B) If the taxicab driver is self-employed, comply with all the conditions of a taxicab operator's permit set forth in subsections (A) through (F) and (H) through (I) of section 11-268;

(C) Return the permit to the license collector immediately on termination of employment or self-employment as a taxicab driver; and

(D) Comply with any other reasonable condition imposed by the license collector or the police chief.

SEC. 11-270. ANNUAL PERMIT RENEWAL.

(A) Taxicab driver permits and taxicab operator permits shall continue in effect for the remainder of the fiscal year in which they are issued, unless revoked or modified as provided in section 11-271; provided, however, that taxicab driver permits shall automatically become void on termination of employment or self-employment as a taxicab driver. A taxicab driver permit or taxicab operator permit issued in the last quarter of a fiscal year shall continue in effect for the remainder of the fiscal year in which it is issued, and for the next fiscal year, subject to the foregoing provisions regarding revocation, modification and automatically becoming void.

(B) Permittees shall submit to the license collector applications to renew taxicab driver permits and operator's permits for following fiscal years, together with fees for the renewal and any changes in the information provided in the initial application or a previous renewal application; evidence that required insurance will be in effect for the new fiscal year; and a new certificate of vehicle inspection for each taxicab. In addition, an applicant for renewal of a taxicab driver permit shall submit proof of a negative test for controlled substances and alcohol as required by the city's controlled substance and alcohol testing program, have a new photograph taken by the police chief, and provide a document issued by the Department of Motor Vehicles, dated no more than ten days before the application is submitted, showing that the applicant holds a valid, current California driver's license.

(C) The license collector shall refer to the police chief completed applications for renewal of taxicab driver permits and taxicab operator permits. The police chief and the license collector shall process, grant and deny the applications for renewal as provided in sections 11-265 and 11-266. An applicant for renewal whose application is denied may request a hearing as provided in section 11-267. Conditions on renewal permits shall be as provided in sections 11-268 and 11-269.

(D) Applications for renewal of taxicab permits and taxicab operator permits should be submitted by June 15 of each year to allow sufficient time for processing before the current permit expires on June 30.

SEC. 11-271. REVOCATION, SUSPENSION OR MODIFICATION OF TAXICAB PERMIT.

(A) A taxicab operator permit or a taxicab driver permit may be revoked or suspended or additional conditions imposed thereon for failure of the permittee to comply with applicable laws, regulations and conditions, based on matters occurring after the permit is issued or on matters not considered at the time of issuance of the permit that would have authorized denial of the permit or the imposition of conditions on the permit.

(B) The police chief may file with the license collector a written request for revocation, suspension or modification of a taxicab operator permit or a taxicab driver permit, stating facts showing that the permittee has not complied with applicable laws, regulations or permit conditions and recommending that the permit be revoked or suspended or in what respect the permit should be conditioned.

(C) On receiving the request, the license collector shall mail to the permittee a notice that the permit is recommended for revocation, suspension or conditioning in a specific manner and stating the reasons for that recommendation. The notice shall inform the permittee that the recommendation will be adopted and the permittee will be deemed to concur with the recommendation if the permittee does not make a written request for a hearing in the manner provided in subsection (D) of this section.

(D) On receiving the notice, the permittee may make a written request for a hearing. The request must be received by the license collector within 14 days after the license collector mailed the notice of recommended revocation, suspension or conditioning to the permittee and shall be accompanied by the hearing fee set by resolution of the city council. The request for hearing shall state the reasons that the permittee alleges the notice of recommended revocation, suspension or conditioning to be incorrect.

(E) The procedures for holding a hearing, rendering a decision and seeking judicial review of the decision shall be as provided in subsections (H) through (N) of section 11-154 of the code."

Part 2. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one of more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

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. 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.

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Part 5. 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. 2954 was first read on January 8, 2019, and finally adopted on February 5, 2019, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 2**

DATE: February 5, 2019

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Approval of Minutes.

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

RECOMMENDATION:

That the City Council approve the minutes of the January 8, 2019 and January 15, 2019 Regular Meetings as presented.

STRATEGIC PRIORITIES:

This agenda item is a routine operational item that does not directly relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda items does provide transparency of Council meetings to the public.

FINANCIAL IMPACT:

There is no financial impact.

Prepared by Michelle Ascencion, City Clerk

ATTACHMENTS:

Minutes 01.08.2019 CC,SA regular meeting

Minutes 01.15.2019 CC,HA regular meeting

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
January 8, 2019

A. ROLL CALL/POSTING OF AGENDA

At 4:34 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Community Development Successor Agency) in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Bert Perello, and Mayor Tim Flynn were present; Mayor Pro Tem Carmen Ramirez and Councilmember Oscar Madrigal were absent (arrived at 5:03 p.m. and 5:50 p.m. respectively).

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

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

Public comments were received from Alicia Percell.

C. CLOSED SESSION

Mayor Flynn read the following closed session statement:

"The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The titles of the litigation being discussed are:

1. City of Oxnard et al. v. Aaron Starr;
2. Aaron Starr and Nancy Pedersen v. City of Oxnard;
3. Aaron Starr v. City of Oxnard; and
4. Moving Oxnard Forward v. Jim Throop et al."

At 4:39 p.m., the City Council recessed to a closed session. At 6:05 p.m. the City Council reconvened in open session in the Council Chambers. The City Attorney made the following announcement:

"By a vote of 6-0, with Councilmember Madrigal absent, the City Council has given its legal counsel approval to seek appellate review or relief in the action entitled City of Oxnard, et al. v. Aaron Starr, which concerns the validity of a voter initiative reducing wastewater rates."

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Kevin Riper, Chief Financial Officer; Todd Vasquez-Housley, Environmental Resources Division Manager; Hoon Han, City Engineer; Rosemarie Gaglione, Public Works Director; Jason Zaragoza, Deputy City Attorney; and Armida Galvan-Monares, Treasury Supervisor.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Lutheran Church of Our Redeemer on the Occasion of Their 70th Anniversary on January 12, 2019.

Mayor Flynn read the commendation and presented it to Pastor Nancy Switzler and Arlin Scott, who made some remarks.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Woodrow Thomas Sr. (pest control in public housing), Shirley Godwin (encouraged people to visit Ormond Beach), Larry Stein (staffing in the Finance Department, availability of regular financial reports), George Miller (opt-out option for the Clean Power Alliance energy rate structure), and Pat Brown (mitigated negative declaration for the proposed outdoor vehicle storage lots).

G. REPORT OF CITY MANAGER

The City Manager introduced the new Chief Financial Officer,

H. CITY COUNCIL REPORTS

City Manager Department

1. SUBJECT: City of Oxnard 2019 Federal and State Legislative Program.
RECOMMENDATION: That the City Council:
1. Receive and file the report;
2. Adopt **Resolution No. 15,191** approving the 2019 Legislative Program for the City of Oxnard; and
3. Take such additional, related action as may be desired.

Legislative Consultant Elisabeth Paniagua of E. P. Consulting Services gave a report and discussion ensued among the Council, staff, and Ms. Paniagua. Federal lobbyists John O'Donnell and Kyriakos Pagonis from MMO Partners, and state lobbyists Kristi Foy and Mike Arnold of Michael J. Arnold & Associates, also made brief remarks. Public comments were received from Woodrow Thomas Sr.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

2. SUBJECT: Appointment of Council Committee Membership, Including Committee Chairs.
RECOMMENDATION: That City Council ratifies the Mayor's appointments of Council Committee Membership, including Committee Chairs.

The City Manager gave a report. Public comments were received from Lucy Cartagena. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to approve the

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recommended action as presented. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; MacDonald was temporarily absent for the vote. The motion carried 6-0. Further discussion ensued.

3. SUBJECT: Request of Mayor Pro Tem Ramirez: for the City Council to Request the Ventura County Fairgrounds Board of Directors to Cease Contracting for New Gun Shows at the Fairgrounds.
   RECOMMENDATION: That City Council discuss and determine whether an item related to consideration of sending a letter to the Ventura County Fairgrounds Board of Directors to cease contracting for additional gun shows should be placed on a future City Council agenda for Council discussion.

Mayor Pro Tem Ramirez gave a report. Public comments were received from Edy Santangelo, Steve Nash, Barbara Thorpe Cartee, Troy Corley, George Miller, Julie Diaz Martinez, Janet Eckhouse, Pat Brown, Woodrow Thomas Sr., and Andy Pletcher. Discussion ensued among the Council.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to move the item forward for approval on a future agenda. VOTE: Basua, Flynn, Lopez, Madrigal, Perello, and Ramirez voted in favor; MacDonald voted against. The motion carried 6-1.

4. SUBJECT: Request of Mayor Pro Tem Ramirez for the City Council to Consider a Resolution Opposing Offshore Oil Drilling.
   RECOMMENDATION: That City Council discuss and determine whether an item to consider adopting a resolution declaring the Council's opposition to offshore oil drilling should be placed on a future City Council agenda for Council discussion.

Mayor Pro Tem Ramirez gave a report. Public comments were received from Troy Corley, Pat Brown, Steve Nash, and Woodrow Thomas Sr. Discussion ensued among the Council.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Lopez, to move the item forward for approval on a future agenda. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

Councilmember Madrigal encouraged people to show compassion in the new year, commended the Channel Islands High School and Hueneme High School soccer teams, recognized city workers for dealing with street flooding during the recent heavy rains, and acknowledged Oxnard natives Anderson Paak and Cola Boyy who will be performing at this year's upcoming Coachella Music Festival.

Councilwoman Basua reported on visiting the foul weather homeless shelter over the weekend and commended Housing Department staff, and thanked the Police Department for recent patrols in South Oxnard to deal with vagrancy complaints.

Mayor Pro Tem Ramirez welcomed the new Chief Financial Officer and Assistant Chief Financial Officer, announced the upcoming public input meetings on the Parks Master Plan, reported on visiting the foul weather homeless shelter and acknowledged the staff and volunteers, announced the upcoming INCO meeting on the new Clean Power Alliance energy rates, and commented on gun violence.

Councilman MacDonald reminded people to drive carefully in the rain.

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Councilmember Perello requested that a discussion on project labor agreements be placed on a future Council agenda, requested that the Police Department look into noisy modified cars driving through South Oxnard, requested that the city provide more education on the new Clean Power Alliance energy rate structure, and asked people to drive carefully in the rain.

Councilmember Lopez thanked staff for addressing her concerns on behalf of residents regarding homelessness and noise issues, and encouraged people to attend the Parks Master Plan workshops.

Mayor Flynn expressed optimism that the council and management will make great accomplishments in the new year, and commented on the need to revisit the Council's strategic priorities to assist with priority-based budgeting and the city's legislative agenda.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-4 was discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Larry Stein.

K. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Adoption of Security Alarm and Fire Alarm Ordinance.
   RECOMMENDATION: That City Council adopt **Ordinance No. 2951** amending Chapter 11 Article II of the Oxnard City Code concerning the regulation of security alarm systems and fire alarm systems.

2. SUBJECT: Vending Ordinance Adoption.
   RECOMMENDATION: That City Council adopt **Ordinance No. 2952** amending Chapter 8, Article IV, Division 1, Sec. 8-47 of the Oxnard City Code regarding operating regulations for vending on public property.

City Clerk Department

3. SUBJECT: Approval of Minutes.
   RECOMMENDATION: That the City Council approve the minutes of the December 11, 2018 and December 18, 2018 Regular Meetings as presented.

Economic Development Department

4. SUBJECT: Recognized Obligation Payment Schedule 2019-2020.
   RECOMMENDATION: That the Community Development Commission Successor Agency adopt **Resolution No. 34** approving the Annual Recognized Obligation Payment Schedule 19-20 covering the period of July 1, 2019 - June 30, 2020.

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Fire Department

5. SUBJECT: Funding of Equipment and Supplies from CUPA Capital Equipment Fund.
RECOMMENDATION: That City Council approve the use of $5,634 in previously appropriated unspent capital within the CUPA Capital Equipment Fund 373 for the replacement of personal protective equipment and resupply of chemical reagents.

Public Works Department

6. SUBJECT: Approval of a Budget Appropriation for Northshore CFD to Establish a Budget in FY 2018-19.
RECOMMENDATION: That City Council approve a budget appropriation in the amount of $30,000 from the surplus fund balance of the Northshore CFD #6 (Fund 176) to establish a budget for expected expenditures in Fiscal Year 2019.

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

L. PUBLIC HEARINGS

City Attorney Department

1. SUBJECT: Extension of Ordinance No. 2950 (Moratorium on the Establishment of New Retail Uses Selling Firearms and Ammunition).
RECOMMENDATION: That City Council conduct a public hearing and adopt **Ordinance No. 2953** to extend the moratorium on the establishment of new retail uses selling firearms and ammunition to allow the City to study this land use and make recommendations to the Planning Commission and City Council for a period of eight (8) months from the date Ordinance No. 2950 would otherwise expire.

The City Clerk announced the affidavit of publication and stated that no written communications had been received.

The City Attorney gave a report. Discussion ensued among the Council and staff.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Troy Corley.

Without objection, the Council approved closing the public testimony portion of the public hearing.

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

M. REPORTS

Public Works Department

1. SUBJECT: Funding for Purchase of 15 Collection Vehicles.

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RECOMMENDATION: That City Council:
1. Ratify an appropriation in the amount of $4,847,373 to fund the purchase of fifteen Environmental Resources collection vehicles;
2. Ratify revised Purchase Order No. 6304 to Velocity Truck Center Ventura County in the additional amount of $45,175.12 for additional safety equipment for 12 collection vehicles; and
3. Approve an additional appropriation in the amount of $45,176 to fund the purchase of the additional safety equipment.

The Environmental Resources Division Manager gave a report. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 7-0.

2. SUBJECT: Award Contract A-8109 to Granite Construction for Channel Islands Boulevard Street Resurfacing Project.
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement A-8109 in the amount of $2,995,295 for the Channel Islands Boulevard Street Resurfacing Project Specification No. PW 17-20 with Granite Construction Company;
2. Approve $299,529 for Project contingency for the Channel Islands Boulevard Street Resurfacing Project;
3. Approve $299,529 for technical engineering support, inspection, survey and project management (City staff) for the Channel Islands Boulevard Street Resurfacing Project; and
4. Approve an appropriation of $3,105,953 from the Street Maintenance Fund and $38,400 from the Water Operating Fund for the Channel Islands Boulevard Street Resurfacing Project No. 183111.

The City Engineer gave a report. Public comments were received from Woodrow Thomas Sr. and later, Pat Younis and Pat Brown. Discussion ensued among the Council and staff.

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

City Attorney Department

3. SUBJECT: Taxi Cab Ordinance.
RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance amending Article XI to Chapter 11 of the City Code establishing taxicab licensing and operating regulations.

The Deputy City Attorney gave a report. No public comments were received. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilwoman Basua, to approve the

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recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 7-0.

N. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:13 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

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M I N U T E S
OXNARD CITY COUNCIL
Regular Meeting
January 15, 2019

A. ROLL CALL/POSTING OF AGENDA

At 5:37 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council (concurrently with the Oxnard Housing Authority) in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Gabriela Basua, Vianey Lopez, Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present. Housing Commissioner Jose Andrade arrived at 6:22 p.m. Commissioner Francisco Vega was absent.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Ashley Golden, Assistant City Manager; Shiri Klima, Deputy City Manager; Thien Ng, Assistant Public Works Director; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. APPOINTMENT ITEMS

Economic Development Department

1. SUBJECT: Resolution of Intention to Establish the Oxnard Tourism Marketing District.
   RECOMMENDATION: That City Council adopt **Resolution No. 15,192** of intent authorizing the Oxnard Convention and Visitors Bureau (OCVB) to establish the Oxnard Tourism Marking District (OTMD).

The Assistant City Manager introduced Julie Mino of the Oxnard Convention & Visitors Bureau and Gina Reed of Civitas Advisors, who gave a report. Public comments were received from Alicia Percell and Pat Brown. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

Public Works Department

1. SUBJECT: Groundwater Pumping Allocation for Next Two Decades.
   RECOMMENDATION: Council receive and file a presentation regarding the Fox Canyon Groundwater Management Agency's latest proposed groundwater allocation ordinance, which will significantly affect the next twenty years of groundwater pumping for the City of Oxnard, and is scheduled to be adopted on January 23, 2019.

The Deputy City Manager gave a report. No public comments were received. Discussion ensued among the Council and staff. No action was taken.

D. CEREMONIAL CALENDAR

Additional staff members present at this time were Sofia Kimsey, City Librarian; Paul Wendt, Supervising Civil Engineer; Kathleen Mallory, Planning and Environmental Services Manager; Rosemarie Gaglione, Public Works Director; Roel Briones, Housing Grants Manager; Darwin Base, Fire Chief; Karl Lawson, Housing Compliance Services Manager; Rhonda Hodge, Interim Housing Director; and Jason Zaragoza, Deputy City Attorney.

1. SUBJECT: Presentation of a Proclamation Designating January 21, 2019 as "Dr. Martin Luther King, Jr. Day."

Mayor Flynn read the proclamation and presented it to LaRita Montgomery, chair of the Dr. Martin Luther King Jr. Committee, who introduced the other committee members and made some remarks.

2. SUBJECT: Presentation of **Resolution No. 15,193** to David J. Harper for Forty-One Years of Outstanding Service to the City of Oxnard.

3. SUBJECT: Presentation of **Resolution No. 15,194** to Yvonne J. Harper for Thirty-Seven Years of Outstanding Service to the City of Oxnard.

The City Librarian and Supervising Civil Engineer made some remarks about Ms. Harper and Mr. Harper, respectively. Mayor Flynn read the resolutions and presented them to the Harpers.

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

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Joshua Payne (providing handicapped accessible rooms in hotels), Chris Estrada (rent increases and other complaints at the Seabreeze Apartments), Daniel Chavez Jr. (Downtown improvement projects and settlement funds; gas tax and other state funding), Monica (Seabreeze Apartments), Amparo Camacho (Seabreeze Apartments), Cheyne Castroni (Seabreeze Apartments), Shannon Lopez (Seabreeze Apartments), Penelope DeLeon (requesting approval of Maulhardt property purchase for new high school), Jeffrey Weinstein (Maulhardt property purchase), Phillip Molina (providing utility payment extensions due to federal shutdown), Fabian Leon (parking issues in the Southwinds neighborhood), Juan Garcia (Seabreeze Apartments), Norman (traffic problems in the city due to population growth), Jose Ortiz (complaints about basketball courts, lighting, bathrooms, and vagrancy at Southwinds Park; and requested a soccer stadium), and Pat Brown (concerns over proposal to convert vacant land on Hueneme Road to outdoor vehicle storage).

F. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning Permit Nos. 16-500-06 (Special Use Permit); 16-535-01 (Density Bonus); and 16-300-06 (Tentative Subdivision Map No. 5995) to Construct 20

DRAFT

Townhome Units Inclusive of 4 Affordable Units (Low Income), and a Tentative Subdivision Map to Create 20 Condominium Units on the 0.91-Acre Parcel Located Within the Southwinds Neighborhood. Property Located at 5489 Saviers Road (APN: 222-0-011-29). Filed by Designated Agent Henry Casillas, 451 West Fifth Street, Oxnard, California, 93030, on Behalf of the Property Owner (The "Applicant").
RECOMMENDATION: That the City Council:
1. Adopt **Resolution No. 15,195** upholding the Planning Commission's approval of Planning and Zoning Permit No. 16-500-06 (Special Use Permit), subject to certain findings and conditions;
2. Adopt **Resolution No. 15,196** upholding the Planning Commission's approval of Planning and Zoning Permit No. 16-535-01 (Density Bonus), subject to certain findings and conditions; and
3. Adopt **Resolution No. 15,197** approving Planning and Zoning Permit No. 16-300-06 (Tentative Subdivision Map No. 5995), subject to certain findings and conditions.

The City Clerk announced the affidavit of publication and stated that no written communications had been received, but a request to speak on behalf of affected property owners was received from Kelly Ann Christiansen.

The Planning and Environmental Services Manager gave a report, followed by presentations from Mr. Casillas as the applicant, and Ms. Christiansen as a community representative.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Monica, Amparo Camacho, Sofia Vega, Alvaro Lombera, Austin Dillon Jr., Israel Hernandez, Carolina Gallardo Magana, Gaudencio Diaz, Gloria Valencia, Cruz, Erica Rangel, Adam Ipatzi, Noemi, Jesus Chavez, Maria Diaz, Pat Brown, Fabian Leon, Julio Espinosa, and Iris Estrada.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilwoman Basua, to approve the recommended action as presented. VOTE: Basua, Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Lopez and Perello voted against. The motion carried 5-2.

The Council took a brief recess at 9:13 p.m.; the meeting resumed at 9:17 p.m.

Housing Department

2. SUBJECT: Extremely Low & Low-Income Needs Assessment FY 2019-2020 Annual Action Plan.
RECOMMENDATION: That the City Council conduct the first Public Hearing to receive comments and provide direction to staff concerning unmet needs of extremely-low to low-income persons residing in the City of Oxnard, for affordable housing, community development and homelessness for the preparation of the FY 2019-20 Annual Action Plan and issue Notice of Funding Availability for FY 2019-20 for sub-grants related to HUD entitlement grants expected to be received from U.S. Department of Housing and Urban Development (HUD).

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The City Clerk announced the affidavit of publication and stated that two written communications had been received by the Housing Department.

The Housing Grants Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Jason Meek.

Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff. No action was taken.

G. REPORT OF CITY MANAGER

The Fire Chief gave an update on the Emergency Operations Center's activation during the recent extreme weather events. The Housing Compliance Services Manager gave an update on the status of the winter homeless shelter.

(As it was nearing 10:00 p.m., the City Council voted unanimously for the following items to be heard.)

I. REVIEW OF INFORMATION/CONSENT AGENDA

Items K-3 and K-7 were discussed among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA (None.)

K. INFORMATION/CONSENT AGENDA

Development Services Department

1. SUBJECT: Authorization to Appropriate General Plan Maintenance Fee Revenue.
RECOMMENDATION: That City Council approve an appropriation of $937,000 from General Fund Reserve for General Plan Maintenance fee (GPMF) received in prior years to fund various long-range planning projects including $500,000 to 2040 General Plan Update, $75,000 to Housing Element Update, $350,000 to Climate Action Plan, and $12,000 to Land Use Policy & Design Guidelines.

2. SUBJECT: Amendments to Jan-Pro Cleaning Systems - Central Coast Agreement.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute the:
1. Fourth Amendment to the Trade Services Agreement No. A-7846 with Jan-Pro Cleaning Systems – Central Coast to increase the amount from $466,833 not to exceed $468,982 (an increase of $2,149) to incorporate the living wage policy change effective July 1, 2018, and
2. Fifth Amendment to the Trade Services Agreement No. A-7846 with Jan-Pro Cleaning Systems—Central Coast to extend the expiration date to March 1, 2019, and to increase the amount from $468,982 not to exceed $502,996 (an increase of $34,014).

Housing Department

3. SUBJECT: Cable Services Agreement for Public Housing Tenants

RECOMMENDATION: That the Housing Commission approve and authorize the City Manager to execute an agreement with Time Warner Cable Enterprises LLC dba Charter Communications in the monthly amount of $4,552 for the provision of basic cable services to approximately 569 public housing units.

Public Works Department

4. SUBJECT: Award Household Hazardous Waste Removal Agreement to Stericycle Environmental Solutions.

(This item was pulled from the agenda.)

5. SUBJECT: Approve Budget Appropriation to Fund Agreement for Storm Drain Excluders.
RECOMMENDATION: That City Council approve a budget appropriation in the amount of $74,753 from the General Fund Reserve to provide funding for the installation of full capture treatment systems (excluders) in the City of Oxnard storm drain catch basins.

6. SUBJECT: First Amendment to the Trade Services Agreement with Mac Valley Oil Company to Deliver Gasoline and Diesel Fuels to City Sites.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a First Amendment to agreement 8284-18-PW with Mac Valley Oil Company to extend the end date to June 30, 2019, and to approve a not to exceed amount of $1,554,000.

7. SUBJECT: Award Agreement No. A-8120 to STL Landscape, Inc. for Thompson Park Walking Path Improvement Project PW 19-19.
RECOMMENDATION: That City Council:
1. Award and authorize the Mayor to execute Agreement No. A-8120 in the amount of $209,000 with STL Landscape, Inc. for the Thompson Park Walking Path Improvement Project PW 19-19;
2. Approve $11,000 for Project contingency for the Thompson Park Walking Path Improvement Project; and
3. Approve $10,765 for technical engineering support, inspection, survey and project management (City staff) for the Thompson Park Walking Path Improvement Project.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the Information/Consent items as presented (with the removal of item K-4). VOTE: Andrade, Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 8-0 on item K-3 (Housing Authority item), and 7-0 on the remaining items (City Council items, minus K-4).

L. REPORTS

City Attorney Department

1. SUBJECT: Library Code of Conduct.
RECOMMENDATION: That City Council approve the first reading by title only and waive further reading of an ordinance amending Article XV to Chapter 7 of the Oxnard City Code relating to public library rules of conduct.

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The Deputy City Attorney gave a report. No public comments were received. Discussion ensued among the Council and staff.

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

Development Services Department

2. SUBJECT: Second Amendment to Agreement for On-Call Permit Processing and Planning Services and Associated Budget Appropriation.
RECOMMENDATION: That City Council:
1. Approve and authorize the Mayor to execute the Second Amendment with Rincon Consultants, Inc., extending Agreement #7690-16-DS for two years and increasing the contract amount by $450,000 for a new agreement total of $950,000; and
2. Approve an appropriation from General Fund Reserve in the amount of $75,000 to provide funding in FY 2018-2019 for professional services.

No public comments were received. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended action as presented. VOTE: Basua, Flynn, Lopez, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 7-0.

H. CITY COUNCIL REPORTS

Mayor Pro Tem Ramirez announced the upcoming Vietnamese New Year Tet Celebration at the Performing Arts Center.

Councilmember Perello announced that the County Board of Supervisors recently approved donating an additional water monitoring device for use in the Channel Islands Harbor.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:12 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 3**

DATE: February 5, 2019

TO: City Council

FROM: Stephen Fischer
City Attorney

SUBJECT: Library Code of Conduct Ordinance Adoption.

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

RECOMMENDATION:

That City Council adopt Ordinance No. 2955 amending Article XV to Chapter 7 of the Oxnard City Code relating to public library rules of conduct.

BACKGROUND

Ordinance No. 2955 amends Article XV to Chapter 7 of the Oxnard City Code relating to public library rules of conduct. The City Council approved the first reading by title only and waived further reading of Ordinance No. 2955 by a vote of 7-0 at its regular meeting of January 15, 2019. If adopted, Ordinance No. 2955 would take effect March 7, 2019.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 3a. Create a renewed focus on establishing a positive outlook and orientation of our City, neighborhoods and overall community.

FINANCIAL IMPACT

None.

Prepared by Deputy City Attorney Jason Zaragoza and City Librarian Sofia Kimsey.

ATTACHMENTS:

ORD 2955 LIBRARY CODE OF CONDUCT ORDINANCE

CITY COUNCIL OF THE CITY OF OXNARD
ORDINANCE NO. 2955

ORDINANCE OF THE CITY OF OXNARD, CALIFORNIA, AMENDING ARTICLE XV TO CHAPTER 7 OF THE OXNARD CITY CODE RELATING TO PUBLIC LIBRARY RULES OF CONDUCT AND EXCLUSION PROCESS.

WHEREAS, the City Council has adopted library rules of conduct through passage of Ordinance No. 2888 in 2014, codified in Chapter 7 Article XV of the Oxnard City Code ; and

WHEREAS, since passage of the ordinance, issues have arisen requiring amendments to the rules of conduct; and

WHEREAS, the monopolization and improper use of public space within the library denies other patrons access to a public facility; and

WHEREAS, the use of bicycles, shopping carts and other similarly sized items interfere with staff and patron use of and access to the library and create public safety issues from time to time.

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

PART 1. Article XV of Chapter 7 of the Oxnard City Code is hereby amended to read as follows:

"ARTICLE XV. PUBLIC LIBRARY RULES OF CONDUCT AND EXCLUSION PROCESS

SEC. 7-270. PURPOSE.

It is the intent of the city council in enacting this article to protect the rights of library customers, staff and volunteers. Library customers, staff and volunteers using library buildings, materials, and services have at least the following rights:

(A) To use library buildings, materials and services without being unreasonably disturbed or impeded by others;

(B) To use and work in library buildings that are safe, secure, sanitary, and attractive; and

(C) To use and work with library materials and equipment, which are accessible and in good condition in a quiet and orderly atmosphere conducive to every customer's exercise of his or her right to receive and read recorded communication.

7-271. DEFINITIONS.

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

(A) LIBRARY - The Oxnard Public Library and each and all of its branch libraries.

(B) LIBRARY CUSTOMER - A member of the public who uses library facilities, materials and services.

(C) LIBRARY BUILDING - Any building, structure or enclosure in which the library keeps, displays and makes available for inspection or borrowing printed or audio-visual material or information or information that is kept in other form, but for purposes of this article, does not include the exterior appurtenances to such building, structure or enclosure nor land on which such building, structure or enclosure is located.

(D) LIBRARY MANAGER - The person appointed by the city manager to be responsible for the overall administration of the library.

(E) LIBRARY FACILITY - A library building, all exterior appurtenances to such building and the real property upon which the library building and exterior appurtenances are located.

(F) LIBRARY PRIVILEGES - Access to any printed or audio-visual material or information that is kept in any other form at a library facility and the right to physically enter and be present in any library building.

(G) LIBRARY STAFF - Public employees who work for the city and are assigned to work at library facilities.

(H) LIBRARY VOLUNTEER - A member of the public who volunteers and works at library facilities.

(I) RULES OF CONDUCT - The activities identified in and prohibited by section 7-272.

(J) SERIOUS VIOLATION OF THE RULES OF CONDUCT - Engaging in activities prohibited by law at a library facility or violating any other rule of conduct that poses an immediate threat to the safety of any person or to the orderly operation of the library.

SEC. 7-272. RULES OF CONDUCT.

In order to protect the rights of library customers, staff and volunteers, the following activities, that a reasonable person would find disruptive to the normal functions being carried on at the library, are prohibited:

(A) Engaging in activities prohibited by law including but not limited to:

(1) Cal. Penal Code Section 415 (Fighting; Causing Loud Noise or Using Offensive Words in a Public Place);

(2) Cal. Penal Code Section 484 (Theft);

(3) Cal. Penal Code Section 490.5 (Theft of Library Books and Materials);

(4) Cal. Penal Code Section 594 (Vandalism);

(5) Cal. Penal Code Section 602.1(b) (Interfering with Library Business);

(6) Cal. Penal Code Section 602q (Refusing or Failing to Leave a Library Building);

(7) Cal. Penal Code Section 647 (Lewd and Dissolute Conduct, Solicitation, Loitering. Public Intoxication);

(8) Cal. Education Code Section 19910 (Maliciously Damaging Library Materials);

(9) Cal. Education Code Section 19911 (Failure to Return Materials After Notice);

(10) Cal. Government Code Section 7597(a) (Smoking Any Tobacco Product Inside a Library Building or Within Twenty-five Feet of a Main Exit, Entrance, or Operable Window of a Library Building) including vaping and cannabis use;

(11) Cal. Health & Safety Code Section 11550 (Under the Influence of a Controlled Substance);

(12) Health and Safety Code 11364(a) (possession of an instrument used for smoking or injecting a controlled substance.)

(B) Engaging in any activity or behavior (either oral or physical) that is loud, disruptive, disturbing, offensive, intimidating, threatening, unsafe or annoying and which unreasonably interferes with another person's use of any library facility or with the ability of library staff or volunteers to perform their duties including creating excessive or unnecessary noise, (including cell phone use, and headphones), using loud, abusive, threatening or insulting language, screaming, running, verbal or physical threats, having body odor constituting a nuisance to other persons or engaging in any other activity or behavior that unreasonably disturbs and inhibits others from using library buildings, materials or services;

(C) Eating or drinking, including any alcoholic beverage, in unauthorized public areas within any library building;

(D) Sleeping, appearing to sleep, lying down, loitering or interfering with free passage within any library building, at the entrance or exit of any library building;

(E) Littering or leaving-personal items unattended within any library building or at the entrance or exit of any library building;

(F) Leaving a child under the age of twelve unattended within any library building. This prohibition shall not apply to a child's unattended participation in library programs or services;

(G) Distributing or posting printed materials, soliciting signatures for petitions or conducting surveys within any library building;

(H) Not using library space, stairways, aisles, furniture or equipment for its intended purpose (e.g., placing one's feet on library desks, tables or chairs) or otherwise monopolizing (using more than one seat or table space per person) library space, stairways, aisles, doorways, equipment, seating or tables to the exclusion of other patrons or staff;

(I) Moving library furniture or equipment without permission from Library Staff;

(J) Using library building restrooms or water fountains for inappropriate purposes such as loitering, bathing, shampooing, hair processing, doing laundry, changing clothes, shaving, personal hygiene, illegal drug use etc.;

(K) Skateboarding or rollerblading in or about any library facility;

(L) Bringing any animal into any library building, with the exception of a service animal accompanying a person with disabilities. As defined, a "service animal" is individually trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The animal's work or tasks must directly relate to the handler's disability. Service animals are expected to be under the control of the owner and leashed at all times;

(M) Photographing, audio recording or filming within any library building without permission from the library manager except at governmental meetings open to the general public;

(N) Leaning on railings or security gates within any library building;

(O) Throwing items over railings located within any library building;

(P) Failing to wear shoes and garments on the upper and lower torso of the body at all times within any library building;

(Q) Entering any library building with firearms or other dangerous weapons with the exception of those individuals authorized to possess weapons in a local public building or open public meeting pursuant to Cal. Penal Code Section 171b;

(R) Disseminating, downloading, viewing or printing from public library computers illegal materials including but not limited to obscene or harmful matter as those terms are used in Cal. Penal Code Sections 331 et seq. and 313 et seq.;

(S) Bringing into the library a bicycle, utility cart, wagon, shopping cart (as defined in Oxnard City Code section 7-166) or items of a similar size which interfere with patron and staff use and access within the library facility. Wheeled conveyances such as strollers and wheelchairs are only permitted if being used for the transport of a person.
Other items that may not be brought into Oxnard Public Libraries include, but are not limited to:

- Skateboards, inline skates, shoes with built-in wheels, collapsible scooters, hover boards, and other similar devices unless carried while on library property;
- Items including but not limited to suitcases, bags, coolers with or without wheels that are collectively larger than 9 inches x 14 inches x 22 inches -- including handles and wheels;
- Trailer-like object that is pushed or towed;
- Sleeping bags, tarps, bed rolls, mats, blankets, mattresses;
- Televisions and monitors;

(T) Using public space to conduct commercial activity;

(U) Using public space to conduct group instruction with more than three participants without approval from the Library Manager;

(V) Using more than one library electrical receptacle, allowing charging cords to interfere with aisles, leaving electronic devices unattended, using electronic devices or other personal equipment that is disruptive, noisy or unsafe;

(W) Damaging, removing, altering or bypassing Library software or hardware;

(X) Using another person's library card;

(Y) Possessing items deemed unsanitary;

(Z) Violating a term or condition of a warning notice or an exclusion notice;

(AA) Engaging in sexual misconduct such as exposure, threatening touching or touching;

(BB) Possessing drug paraphernalia or alcoholic beverages.

SEC. 7-273. RULES OF CONDUCT ENFORCEMENT.

(A) General provisions. A library customer is subject to exclusion from the library or may otherwise have his or her library privileges restricted or suspended if he or she (or a person under his or her control or direction) violates any of the rules of conduct specified in section 7-272 within 90 days after he or she was given a verbal warning for a violation of the rules of conduct and a subsequent written warning notice of a violation of the rules of conduct. Serious violations of the rules of conduct, as determined by the library manager, may result in the issuance of a written warning notice without a verbal warning.

(B) Persons authorized to issue warning or exclusion notices. The library manager shall designate those library staff authorized to issue warning and exclusion notices.

(C) Issuance of warning or exclusion notices.

(1) Warning notice. After the issuance of a verbal warning to a library customer for a violation of the rules of conduct or immediately upon the occurrence of a serious rule of conduct violation, library staff designated by the library manager may issue a written warning notice for a

rule of conduct violation. The warning notice shall specify that the recipient must leave the library for the remainder of the day, and that in the event a second violation of the rules of conduct occurs within 90 days of the date of issuance of the warning notice, that person shall be subject to exclusion from the library facility for a period of time not to exceed two years or the loss of some or all of his or her library privileges as the library manager may determine to be appropriate. The warning notice shall also contain information concerning the right to appeal. The person to whom the warning notice is issued shall sign a written acknowledgment of its receipt. If the recipient refuses to sign, the person issuing the warning notice shall make a written record of refusal.

(2) Exclusion notice. If a library customer has received a warning notice as set forth in section (C)(1) above and again violates a rule of conduct within 90 days of the date of issuance of the warning notice, library staff designated by the library manager may issue a written exclusion notice excluding the person from the library facility or setting forth the loss of some or all of his or her library privileges as the library manager may determine to be appropriate. If the person is excluded from the library facility, the exclusion shall be for a period of no less than one month and no more than two years. The exclusion notice shall specify the person that is to be excluded from the library facility, the period of the exclusion, the time the exclusion is to commence, and library privileges being lost and the specified period of loss, and information concerning the right to appeal the exclusion notice. The person to whom the exclusion notice is issued shall sign a written acknowledgment of its receipt and allow his or her photograph to be taken. If the recipient refuses to sign or take a photograph, the person issuing the exclusion notice shall make a written record of the refusal.

SEC. 7-274. APPEAL PROCEDURE.

(A) The individual to whom a warning or exclusion notice is issued shall have the right to an appeal from the issuance of the notice.

(B) A notice of appeal of a warning notice or an exclusion notice must be filed, in writing, with the Cultural and Community Services Director within five calendar days of the issuance of the warning or exclusion notice. The notice of appeal shall state the following:

(1) The appellant's name;

(2) The appellant's address and a telephone number where he or she can be reached;

(3) A concise statement as to why the appellant believes that the issuance of the warning notice or the exclusion notice was invalid or unjustified; and

(4) A copy of the warning notice or exclusion notice shall be attached.

(C) A hearing on the appeal shall be held no more than 15 calendar days after the filing of the appeal, no one except the Cultural and Community Services Director may postpone the hearing date at the request of the appellant or the library staff for good cause. The appellant shall be provided notice of the hearing date, time, and location at least five calendar days prior to the

hearing date. The hearing shall afford a reasonable opportunity for the appellant to be present and present evidence that the warning notice or exclusion notice is invalid or unjustified.

(D) Copies of all library staff documents to be used by the library staff at the hearing shall be made available to the appellant at least five calendar days prior to the hearing.

(E) At the hearing on the appeal, the library staff shall have the burden to show by a preponderance of evidence that the warning notice or exclusion notice was based on and justified by a violation of the rules of conduct described in section 7-272. The Cultural and Community Services Director shall conduct the hearing in an informal fashion and shall not be bound by the technical rules of evidence.

(F) Within 30 calendar days of the conclusion of the hearing, the library manager shall issue and mail the appellant a written decision containing a statement of the reasons on which the decision is based. The written decision shall include a notice that the parties have 90 days to pursue a petition for a writ of administrative mandamus of the decision under Cal. Code of Civil Procedure Sections 1094.5 and 1094.6. The library manager shall serve a copy of such decision to the city manager. The decision of the Cultural & Community Services Director shall be final.

SEC. 7-275. VIOLATION OF WARNING OR EXCLUSION NOTICE.

Any person who violates a provision of a warning notice or an exclusion notice to stay away from the library by physically entering a library facility during the exclusion period is guilty of a misdemeanor punishable as set forth in section 1-10 of this code."

PART 2. 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 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. Pursuant to Government 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 (5) days before the City council's adoption of the ordinance.

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PART 5. 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. 2955 was first read on January 15, 2019, and finally adopted on February 5, 2019, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Tim Flynn, Mayor

ATTEST:

_____
Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 4**

DATE: February 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Award Household Hazardous Waste Removal Agreement to Stericycle Environmental Solutions, Inc.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute three-year Agreement No. A-8017 with Stericycle Environmental Solutions, Inc. to provide for the removal, transportation, recycling, and disposal of household hazardous waste for an amount not to exceed $250,000 per year with a total contract amount of $750,000.

BACKGROUND

Regulations from the California Department of Resources Recycling and Recovery (CalRecycle) and the California Department of Toxic Substances Control require that household hazardous waste material that is collected at permitted facilities such as the Del Norte Regional Recycling and Transfer Station (Del Norte) be continuously processed and removed from the premises within 90 days of collection, or the facilities are subject to fines or penalties.

On December 12, 2017, the Council approved Agreement No. A-7988 with Safety-Kleen Systems, Inc. in the amount of $100,000 for a term that expired November 7, 2018. The agreement provided for the removal, transportation, recycling, and disposal of household hazardous waste material collected at Del Norte. The agreement was extended for both spending authority and extension of time to December 31, 2018, to complete a new bidding process.

DISCUSSION

On January 17, 2018, the City issued a formal request for bids (RFB) for the removal, transportation, recycling, and disposal of HHW material. The RFB was advertised in the Vida newspaper, the City of Oxnard website, and the Public Purchase website. Fifteen (15) firms received the bid notification, and two (2) firms responded with bids by the April 26, 2018, deadline. The chart below provides a comparison of the pricing offered by the two responding firms. The chart focuses on the HHW materials that are most commonly collected citywide and at Del Norte:

HHW Material	**Unit**	**Stericycle**	**Safety-Kleen**
Used Motor Oil	55 Gallon Drum	$103.52	$50.00
Water Based Paint	55 Gallon Drum	$180.00	$180.00
Fluorescent Light Bulbs	Box of 37	No Charge	No Charge
Acid-Lead Auto, Motorcycle & Computer Batteries	Each	No Charge	$20.00
Antifreeze	55 Gallon Drum	$50.00	No Charge
Mixed Household Cleaners	55 Gallon Drum	$110.00	$165.00
Aerosol Cans	55 Gallon Drum	$170.00	$225.00
Toxic Liquid Generic Profile	55 Gallon Drum	$292.00	$475.00
Natural Gas Propane Tanks	5 to 15 Gallon Propane Tank	$15.75	$190.00
Mixed Alkaline Batteries	15 Gallon Drum	$280.00	$180.00
Empty 55 Gallon Poly Drum, (Supply)	Each	$45.00	$50.00
Totals		$1,246.27	$1,535.00

Stericycle and Safety-Kleen have previously provided HHW service at Del Norte. Both firms offer competitive pricing on several of the most commonly collected HHW materials as shown in the table above. Those items constitute approximately 90 percent of the materials collected at Del Norte. Based on the bid results, staff recommends that Stericycle be awarded the three-year term contract for HHW material removal, transportation, recycling and disposal, for an annual amount of not to exceed $250,000 per year with a total contract value of $750,000.

The agenda item came before the Utility Task Force (UTF) on December 6, 2018. The UTF authorized staff to proceed to the City Council with the agreement.

STRATEGIC PRIORITIES

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

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

FINANCIAL IMPACT

There are sufficient funds budgeted in FY 2018-19 (Account No. 631-6301-842-8209) in the Solid Waste Operating Fund to cover the estimated FY18-19 cost of $125,000 for this service. The costs of the contract associated with future fiscal years will be included in future recommended budgets.

Prepared by Grant Dunne, Management Analyst III.

ATTACHMENTS:

Attachment A - Stericycle Environmental Solutions Agreement A-8107

Agreement No. A-8017

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: November ____, 2018

(2) Vendor: Stericycle Environmental Solutions, Inc.

(3) Services: Vendor shall provide all labor, materials and equipment for the collection, removal, transport, recycling and disposal containment of Recyclable Household Hazardous Waste (RHHW). The Vendor shall collect, remove and transport RHHW from the Del Norte Regional Recycling and Transfer Station (Del Norte) to recycling disposal areas per the Scope of Services Exhibit.

(4) Schedule of Services: On-call schedule for the collection, removal, transport, recycling and disposal containment of RHHW.

(5) Agreement Ending Date: November 7, 2021

(6) Total Agreement Amount: $750,000 (Nov. 2018 – Nov. 2021).

(7) City's Project Manager: James Torrez, Interim Materials Recovery Facility (MRF) Manager

(8) Vendor's Project Manager: Luis Perez, Project Manager

(9) Insurance Coverage: INS-D (includes Pollution Legal Liability)

(10) What wages are required for this Project?

- ■ Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
- ☐ Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- ☐ Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- ☐ Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are <u>not</u> incorporated and are <u>not</u> required.

(11) Addresses for Notice:

FOR VENDOR:

2490 West Pomona Blvd.,
Pomona, CA 91768
Attn: Luis Perez, Project Manager

FOR CITY:

111 South Del Norte Boulevard
Oxnard, CA 93030
Attn: James Torrez, Interim MRF Manager

(12) Contact Emails:

VENDOR'S PROJECT MANAGER:

luis.perez@stericycle.com

jennifer.wagner@stericycle.com,

CITY'S PROJECT MANAGER:

james.torrez@oxnard.org

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

- ■ Scope of Services Exhibit
- ■ Rates and Costs Exhibit
- ■ Insurance Exhibit (INS-D)
- ■ Living Wage Policy Exhibit
- ☐ Prevailing Wages Exhibit
- ☐ Schedule of Services Exhibit

AGREEMENT FOR TRADE SERVICES

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

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

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

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

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

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

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

9. Coordination of Services. The Services shall be coordinated with the person in the position listed in "(7) City's Project Manager" on the Cover Page, subject to the direction of the City Manager or Department Director. Vendor hereby

designates the person in the position listed in "(8) Vendor's Project Manager" on the Cover Page as the person responsible for the Services who shall coordinate with City's Project Manager in making binding decisions in line with this Agreement on behalf of Vendor.

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

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

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

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

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to

indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

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

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

d. Vendor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Documents and Materials, and that the City has full legal title to and

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

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

18. Confidentiality of Information.

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

19. Independent Contractor. Vendor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its employees or agents shall have control over the conduct of Vendor or any of its employees, except as stated in this Agreement. Vendor has and shall retain the right to exercise full control over the employment, direction, means of performance, location, compensation and discharge of all persons assisting Vendor, and it is free to dispose of all portions of its time which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Vendor wishes except as expressly provided in this Agreement. This Agreement shall not be interpreted to prevent or preclude Vendor from rendering any services for Vendor's own account or to any other person or entity as Vendor in its sole discretion shall determine; provided, however, that performing such services shall not materially interfere

with the Services Vendor shall perform for the City. Except as City's Project Manager specifies in writing, Vendor and its employees and agents have no authority, express or implied, to act on behalf of City in any capacity, to incur any debt, obligation or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Vendor and its employees are not employees of City. Vendor and its employees are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, and health, life, dental, long-term disability and workers' compensation insurance benefits. Vendor shall not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Vendor agrees to pay all required taxes on amounts paid to Vendor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Vendor shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Vendor's subcontractors, material suppliers, directors, officers, employees, agents and representatives, including compliance with social security requirements, federal and State income tax withholding, and all other regulations governing employer-employee relations, as applicable. City shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to City from Vendor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

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

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

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

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

Tim Flynn, Mayor[1] Date
Alexander Nguyen, City Manager
Lisa Boerner, Purchasing Manager
[name] , Buyer

ATTEST:

Michelle Ascencion, Date
City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

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

STERICYCLE ENVIRONMENTAL SOLUTIONS, INC.

Marc Scott, Date
Vice President of Sales

Fritz Breisch, Date
Chief Financial Officer

[1] The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCOPE OF SERVICES EXHIBIT

Hazardous Waste Transportation: The Vendor shall load Recyclable Household Hazardous Waste (RHHW) designated for shipment (i.e., full drums, cubic yard boxes, etc.) into Vendor's truck Vendor shall be licensed with the State of California Department of Toxic Substances Control and must have all necessary federal, state and local permits and approvals. Vendor's drivers, vehicles and equipment used to transport program (?) hazardous waste shall be certified for use in handling and transporting hazardous waste.

The Vendor shall transport all RHHW to pre-designated recycling, treatment or disposal facilities in accordance with federal, state and local laws and regulations. These facilities shall be licensed by the resident state and the United States Environmental Protection Agency. Facilities located within the State of California must be licensed by the State Department of Toxic Substances Control.

Non-conforming RHHW may be rejected by Vendor. Title, risk of loss and all other incidents of ownership to non-conforming RHHW shall remain at all times with the City (the generator). RHHW shall be considered non-conforming if it is not properly packaged, labeled or has constituents, characteristics or properties not disclosed on the Waste Profile. The City shall pay Vendor for the handling, transporting, storing and caring for and, if applicable, disposing of such non-conforming RHHW. Notwithstanding anything to the contrary, the City shall be responsible for any and all losses, liabilities, claims, penalties, forfeitures, suits, and the cost and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which Contractor may hereafter incur, or pay out arising out of or related to non-conforming RHHW.

Manifesting: At Vendor's expense, manifests, bills of lading and markings shall be pre-printed with generator information and the Department of Transportation (D.O.T) description. City staff will review drum markings, labels and manifests prior to signing manifest and shipping RHHW . Vendor is responsible for providing proper D.O.T. placard of vehicle at time of shipment.

Vendor shall efficiently and correctly complete manifest of materials, complying with and satisfying, requirements such as:

- California Code of Regulations, Title 22
- Code of Federal Regulations, Title 40 and Title 49
- California Department of Toxic Substance Control
- U.S. EPA permitted disposal facility requirements for receiving hazardous materials
- Certified Unified Program Agency

Weighing RHHW: The Vendor shall weigh all RHHW. That net weight shall be listed on all manifests and bills of lading and included on all required reports, including CalRecycle Form 303 (excluding tare weight i.e., poly drums, pallets, cylinders, etc.) as provided by scale having current certification, as appropriate and necessary.

RHHW Destination Facilities: Vendor shall provide a list of facilities that accept RHHW for reclaiming or recycling disposal. Vendor shall include disposal site name, mailing and facility address, phone number and types of RHHW accepted at each facility. Vendor shall list all necessary operation permits, indicate the permit status for each facility and number of violations in the past the three (3)

years. During the term of the Agreement, if the Vendor substitutes any facility on the list, Vendor shall notify the City within thirty (30) days and provide the Project Manager with the new facility information. The City reserves the right to audit or inspect any of the listed facilities to ensure their compliance.

The Vendor shall warrant that Vendor-owned, or approved for use, storage and/or treatment/disposal facilities are currently licensed and permitted at time of receipt of City's RHHW. In the event that a storage/treatment facility has lost its permitted status during the term of the Agreement, the Vendor shall promptly notify the City of such loss and work in good faith with the City to secure appropriate disposal capacity through other facilities. The Vendor shall disclose its ownership or financial interest in any storage, treatment or disposal facility proposed or used by the City.

RHHW Management Preferences: The Vendor shall follow, in order of preference, the City's RHHW management preferences for recycling options: (1) reuse, (2) recycling, (3) energy recovery, (4) treatment, (5) incineration and/or (6) landfill/stabilization. The Vendor shall recycle RHHW whenever feasible. The City aims to reflect the waste disposal hierarchy established by the State of California as much as possible. This hierarchy calls for source reduction and reuse first, then recycling and reclamation whenever feasible. Environmentally sound incineration and hazardous waste landfill disposal are considered the least desirable options. It is the City's intent to recycle, process, treat, minimize and consolidate as much RHHW as possible before shipment for final disposal. Recycling, energy recovery, and treatments are preferred methods of disposal because they are less likely to result in long-term liability.

The Vendor shall recycle easily recyclable materials and demonstrate that efforts are made to recycle more difficult materials. The City will be responsible for using abovementioned selected methods of disposal for each waste stream. In the event RHHW is not managed in accordance with the City's selected recycling methods, the Vendor shall pay liquidated damages in the amount of one thousand dollars ($1,000) per 55 gallon drum.

Certificates and Documentation: The Vendor shall provide appropriate documentation certificates and records as required by applicable federal, state and local laws and regulations. All documentation shall be completed clearly, correctly and legibly. Copies of any manifest attachments shall be provided to the Project Manager at the time of transport. Documentation submittals for all work shall include but not be limited to:

- Bills of lading or non-hazardous waste manifests
- Hazardous waste manifests and continuations sheets
- Labpack inventory sheets
- Certificates of destruction, decontamination, disposal and/or recycling
- Monthly and annual CalRecycle Form 303
- Event summary reports

Appropriate copies of the documentation listed above shall be furnished to the City's Project Manager at the time of waste shipment or at a time mutually agreed upon in writing by the City and Vendor.

If required by the City's Project Manager, the Vendor shall provide reconciliation of manifests and a letter of explanation for any shipping or manifest discrepancies.

The Vendor shall furnish closed originals of all uniform (and non-hazardous) waste manifests, signed by a duly authorized representative of the receiving treatment, storage and disposal facility, to the City's Project Manager within thirty (30) calendar days of RHHW shipment.

At all times during the transportation, storage and disposal of RHHW managed under this Agreement, the Vendor shall know the location, condition and status of each item managed. Upon request, the Vendor shall make this information available in written progress reports to the City's Project Manager. The progress reports shall include a listing of items removed, referenced by identification and uniform hazardous waste manifest numbers. The reports shall contain a description of the location and status of RHHW on the date of the progress report.

Reporting: The Vendor shall complete CalRecycle Form 303 for each fiscal year and submit it to the City by September 30. The Vendor shall provide the information through electronic mail in a format approved by the City. The Vendor shall provide quarterly reports, including tables and charts depicting the amounts and types of RHHW categories collected and management methods of materials collected. Vendor shall provide the City with certificates of recycling and treatment and/or certificates of destruction within 30 days upon the City's request.

Spill Prevention and Clean Up: The Vendor shall only use methods, equipment and practices required by all federal, state and local laws and regulations, as well as industry recommended and approval methods, equipment and practices, to ensure that no discharges, releases, spills or leakage occur during the loading, transportation, storage and disposal of RHHW managed under this Agreement.

In the event of a discharge, release, spill or leakage of RHHW during loading, transportation, storage or disposal of wastes, the Vendor shall take immediate action to protect human health and the environment. At no expense to the City, the Vendor shall be fully responsible for the remediation and clean-up any such discharge, release, spill or leakage, in accordance with all applicable federal, state and local laws and regulations.

Should any accident or incident occur that results in any discharge, release, spill or leakage, the Vendor shall notify the City's Project Manager by telephone or in person as soon as practicable, after the immediate emergency measures have been undertaken . The Vendor shall notify and report the event to the appropriate regulatory or emergency response agencies, as required under federal, state, and local laws and regulations, .

At its discretion, the City may decide the actions to be taken, should any discharge, release, spill or leakage of RHHW occur during loading and/or transportation activities on City property. The Vendor shall compensate the City for any costs incurred for response to any discharge, release, spill or leakage of RHHW occurring on City property during unloading vehicles, loading, packaging and/or transportation activities caused by Vendor's negligence. If requested by the City, the Vendor shall furnish the City's Project Manager with a detailed written report describing any discharge, release, spill or leakage of hazardous wastes during transportation, storage or disposal of RHHW.

The Del Norte Station RHHW Drop-Off Center is outdoors. The Vendor shall protect the collection area from any runoff of residual materials or spills.

Regulatory Requirements: The Vendor is responsible for keeping up to date on all regulations

pertaining to the management of RHHW. The Vendor must be thoroughly knowledgeable on the requirements of the Department of Resources Recycling and Recovery (CalRecycle) programs, such as the Battery and Paint Stewardship Acts and regulations and policies relating to the environmentally sound management and recycling of RHHW.

Monthly Invoice: Vendor shall send a monthly invoice to City for Vendor's cost of loading, transport and delivery of RHHW to licensed and permitted recycling centers. The monthly invoice shall itemize types, quantities and unit costs of RHHW and dates of service. The invoice shall include all labor, supervision, equipment, materials, supplies, fees, permits, transportation and any other cost directly or indirectly relating to the work. City shall pay Vendor within thirty (30) days of receiving monthly invoice.

Safety Practices: Vendor shall follow all City operational and safety practices while providing service at the Del Norte Facility. Vendor shall comply with all City policies, procedures and practices regarding traffic safety and the wearing of personal protective equipment, such as hard hats, safety-vests, safety glasses, gloves and safety footwear.

Household Battery Collection: Once a month, or as requested by the Project Manager, Vendor shall pick-up batteries from collection points at satellite locations within the City, such as City Hall, the Public Safety Building, the Municipal Service Center, the Corporate Yard and other buildings and facilities owned and operated by the City,.

RATES AND COSTS EXHIBIT

Containerized Waste Service	Type of Container	Price Per Container
4' Fluorescent Bulb	Per Box of 37 Per Bulb	$0.00 "No Charge"$0.00 "No Charge"
8' Fluorescent Bulb	Per Box of 37 Per Bulb	$0.00 "No Charge" $0.00 "No Charge"
Metal Halide Bulb	Per Bulb	$4.00 ($25 minimum)
Oil Based Paint Waste	55 gallon drum	$185.00
Water Based Paint Waste	55 gallon drum	$180.00
Mixed Solvent/Sludge Waste	55 gallon drum	$185.00
Absorbent Waste	55 gallon drum	$110.00
Aerosols Cans	55 gallon drum	$170.00
Mixed Household Cleaner Waste	55 gallon drum	$110.00
Antifreeze	55 gallon drum	$50.00
Mixed Alkaline Batteries Waste	15 gallon drum	$110.00
Used Oil, Drained Oil Filters	55 gallon drum 55 gallon drum	$103.52 $103.52
Propane Cylinders Camping Stoves	Each	$15.75 (20 lb. minimum)
Natural Gas Propane Tanks	5 to 15 gallon tank	$15.75
Misc. Non Propane Gas Tanks	Each	Cost + 10%
Vacuum Truck Service	Hour Rate	$115.00
Oily Water/Clarifier Pit Waste 10-30%	Per Gallon	$1.25

Solid		
Acid-Lead Batteries	Auto Motorcycle Computer	$0.00 per battery "No Charge" $0.00 per battery "No Charge" $0.00 per battery "No Charge"

Oxygen cylinder, medium	Each	$25.00
Acetylene cylinder, large	Each	$50.00
Helium cylinder, 5 gallon	Each	$25.00
Methylacetylene (propyne) and propadiene gas, medium	Each	$25.00
Carbon dioxide cylinder, medium	Each	$25.00
Non-Resource Conservation and Recovery Act Liquids lab pack	55 Gallon Drum	$104.00
Lithium ion batteries, non-universal	Per Pound	$5.25 (10 pound minimum)
Ni-cad batteries, dry, universal waste	Per Pound	$1.42 (35 pound minimum)
Labor Charges for specialized service		
Chemist for any repacking of drums	Per Hour	$96.00
Technician for any repacking of drums	Per Hour	$96.00
Driver for any loading time greater than 1 hour	Per Hour	$42.00
Hazardous Characterization of unknowns	Each	$30.00

Supply Charges		
55 gallon poly drum, new	Each	$45.00
30 gallon poly drum, new	Each	$30.00
15 gallon poly drum, new	Each	$20.00
5 gallon poly drum, new	Each	$10.00
Cubic yard box	Each	$60.00
Vermiculite, 3 cubic yard	Each	$20.00
4 foot fluorescent barrels (slide-top)	Each	$50.00
8 foot fluorescent barrels (slide-top)	Each	$50.00
4 foot straight fluorescent tube boxes	Each	$30.00
8 foot straight fluorescent tube boxes	Rach	$40.00
Household Battery Collection Service	Per Stop at City site locations	$125.00

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITHOUT BUILDER'S RISK REQUIREMENT)

Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

I. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

Agreement No. A-8017

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage Each consultant/ & listed sub-consultant	$1,000,000 $500,000

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Agreement No. A-8017

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

NAMED INSURED

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
Telephone: (____)_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☐ Underwriter ☐ ____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 10/18 INS-D

SUBMIT IN DUPLICATE

Agreement No. A-8017

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____ with an Aggregate of $ _____ applies to _____ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( )_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 10/18 INS-D.doc

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.
13. To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

Vendor shall provide Services during scheduled business hours Monday through Saturday from 8:00 a.m. to 4:00 p.m. on an on-call basis upon the request of the City. Vendor shall return service calls or emails within twenty-four (24) hours of the initial call or email from the City. Vendor shall schedule the collection of RHHW for transport and delivery to a specialized recycling center within forty-eight (48) hours of the initial call or email upon request of City.

The City does not guarantee Vendor any minimum or maximum amount RHHW that the City and Vendor agree to in this Agreement. City shall provide access to Vendor for loading RHHW into their transport vehicle. Vendor shall be excused for delays resulting from causes beyond the control of Vendor. The denial of Services by the Vendor may be interpreted as nonperformance and breach of the Agreement.

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 5**

DATE: February 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Approval of a Budget Appropriation for Landscape Maintenance District Tree Maintenance

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve:
1. A budget appropriation in the amount of $13,480 from fund balance of Landscape Maintenance District 33 El Paseo "LMD 33" for the maintenance of trees within the district; and
2. A budget appropriation in the amount of $32,950 from fund balance of Landscape Maintenance District 34 Sunrise Pointe/Sunset Cove "LMD 34" for the maintenance of trees within the district.

BACKGROUND

The Special Districts Division of the Public Works Department manages landscape maintenance districts (LMDs), community facilities districts (CFDs) and waterways districts within the City of Oxnard. Within each district, there are designated services that are covered by the special assessments levied on property owners. The parcels located in these assessment districts are assessed on their annual property tax bill as a separate line item and the City is responsible for administering those funds. The funds cover a variety of authorized services, including landscape maintenance. As part of the ongoing efforts to improve service and increase transparency in the Special Districts, staff continues to identify deferred maintenance issues that need to be addressed.

In 2015, the City of Glendale issued a solicitation for tree trimming and awarded a five-year $5,317,500 contract to West Coast Arborists, Inc. (West Coast). The City of Oxnard

"piggybacked" off of the City of Glendale's agreement, meaning the City of Oxnard used the City of Glendale's 2015 solicitation as allowed by law rather than rebid the work.

On June 28, 2016, the Oxnard City Council awarded Agreement Number 7517-16-CM to West Coast in the amount of $246,255 for a period of three years to provide maintenance services for trees located in the City. On June 27, 2017, the City Council approved a first amendment to increase the agreement by $700,000 and to extend the contract by one year to provide additional services for trees located in both General Funds maintained areas of the City and various special assessment districts, including (LMDs) and (CFDs). On October 2, 2018, the City Council approved the second amendment to agreement number 7517-16-CM with West Coast in the amount of $720,000 for tree maintenance services for use exclusively in the assessment districts. Within the agenda report, staff estimated the anticipated projects that would be completed in FY 19, which included LMD 33 and LMD 34.

DISCUSSION

After approval of the contract amendment, staff reassessed the tree maintenance work in these two districts and obtained the final costs for completion of the work. There is currently insufficient funding in the approved Fiscal Year 2018-19 budget. As a result, staff is requesting the appropriations from fund balances to complete the scheduled work.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The estimated unassigned FY18-19 fund balance of LMD 33 El Paseo (Fund 154) and LMD 34 Sunrise Pointe/Sunset Cove (Fund 156) net of these appropriations is $55,630 and $55,450 respectively.

Prepared by Jeri Cooper, Special Districts Project Manager

ATTACHMENTS:

Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works/Special Districts **Date:** February 5, 2019

Project/Program Manager: Jeri Cooper **Phone:** 805-200-5334

Reason for Appropriation:

Appropriate from reserve fund balance to cover costs for tree maintenance in LMD 33 El Paseo and LMD 34 Sunrise Pointe/Sunset Cove.

Accounts and Descriptions		AMOUNT
Fund: 154 LMD 33 El Paseo		
Expenditures/Transfers Out		
154-1606-805-8229	Contracts & Services/Professional Services-Special Projects	13,480
	Sub-total Expenditures	13,480
	Net Change to Fund Balance	**(13,480)**
Fund: 156 LMD 34 Sunrise Pointe/Sunset Cove		
Expenditures/Transfers Out		
156-1606-805-8229	Contracts & Services/Professional Services-Special Projects	32,950
	Sub-total Expenditures	32,950
	Net Change to Fund Balance	**(32,950)**
	Net Appropriation Change	**46,430**

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA DOC.# (Finance)_____

DOES NOT REQUIRES CITY COUNCIL AUTHORIZATION

Revi

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 6**

DATE: February 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Award Third Amendment to Agreement 6552-14-PW with the Groundskeeper, Inc. for Landscape Maintenance.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a Third Amendment to the agreement with The Groundskeeper, Inc. (Agreement No. 6552-14-PW) to increase the agreement total by $50,000 for a total contract value of $397,295, and to extend the term for nine months through September 30, 2019.

BACKGROUND

On April 8, 2014, the City Council approved Agreement No. 6552-14-PW with The Groundskeeper, Inc. for an original amount of $233,335 for ongoing landscape maintenance and non-routine landscape tasks for the grounds at the Del Norte Regional Recycling and Transfer Station (MRF), Water Campus, Blending Stations Nos. 3, 4 and 5, and the Advanced Water Purification Facility (AWPF).

A First Amendment was approved by Council for an additional $70,000 for a revised not to exceed amount of $303,335, and extended the term from April 13, 2017 to April 13, 2018. A Second Amendment was approved by Council adding $43,960 for a revised not to exceed amount of $347,295 and extended the term from April 13, 2018 to December 31, 2018. The Third Amendment will allow staff to evaluate the scope of work performed and determine if such work could be performed by City staff or should continue to be outsourced.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

The Third Amendment increases the contract by $50,000, bringing the total value of the Agreement to $397,295. The estimated annual cost for Water facilities is $27,000 which will be cover out of FY19 Water Operating Budget (accounts 601-6010-842-8209 and 601-6012-842-8209). The estimated annual cost for Del Norte Regional Recycling and Transfer Station is $10,600 and will be cover out of FY19 Environmental Resources Operating Budget (account 631-6301-842-8209). There is adequate funding in the FY 2018-19 operating budgets of these facilities. Funding for FY20 will be requested as part of the annual budget process.

Prepared by Regina Cuevas, Administrative Technician and Greg Cleary, Management Analyst III

ATTACHMENTS:

Attachment A - The Groundskeeper - 6552-14-PW (Third Amendment)

Attachment B - The Groundskeeper - 6552-14-PW (Second Amendment)

Attachment C - The Groundskeeper - 6552-14-PW (First Amendment)

Attachment D - The Groundskeeper - 6552-14-PW Original Agreement

Agreement No. 6552-14-PW

THIRD AMENDMENT TO TRADE SERVICES AGREEMENT

This Third Amendment ("Third Amendment") to the trade services agreement ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2019 by and between the City of Oxnard, a municipal corporation ("City"), and The Groundskeeper, Inc. ("Vendor"). This Third Amendment amends the Agreement entered into on April 8, 2014, by City and Vendor. The Agreement previously has been amended on May 17, 2017, and by a First Amendment, and on June 1, 2018, by a Second Amendment.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "December 31, 2018," is hereby amended to "September 30, 2019."

2. In Section 4(b) of the Agreement, the figure "$347,295" is hereby amended to "$397,295."

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

[Signatures on next page]

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ Buyer

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 1/10/19

THE GROUNDSKEEPER, INC.

Harry Avedissian, President Date

Marci Avedissian, Vice President/Secretary Date

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

Agreement No. 6552-14-PW

SECOND AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This Second Amendment ("Second Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1 day of June, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and The Groundskeeper, Inc. ("Vendor"). This Second Amendment amends the Agreement entered into on April 8, 2014, by City and Vendor. The Agreement previously has been amended on May 17, 2017, by a First Amendment.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "April 13, 2018" is deleted and replaced with the date "December 31, 2018, or when the total value of the Agreement as listed in Section 4(b) of the Agreement has been expended, whichever comes first in time."

2. In Section 4(b) of the Agreement, the figure "$303,335" is deleted and replaced with the figure "$347,295."

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

[Signatures on next page]

COUNCIL APPROVED
6/26/2018 JB
DA

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

CITY OF OXNARD

Tim Flynn 6/26/18

☒ Tim Flynn, Mayor — Date
(if agreement is $250,000.01 or more)

☐ Scott Whitney, Interim City Manager (if agreement is $25,000.01-$250,000.00)

☐ Lisa Boerner, Purchasing Agent (if agreement is up to $25,000.00)

THE GROUNDSKEEPER, INC.

Harry Avedissian 6/1/18

Harry Avedissian, President — Date

Maret Avedissian 6/1/18

Maret Avedissian — Date
Vice President/Secretary

ATTEST:

Michelle Ascencion 6/26/18

Michelle Ascencion, City Clerk — Date
(if agreement is $250,000.01 or more)

APPROVED AS TO FORM:

5/25/18

Stephen M. Fischer, City Attorney — Date
(required for any agreement amount)

APPROVED AS TO CONTENT:

6-5-18

Todd Vasquez-Housley — Date
Environmental Resources Manager
(required for any agreement amount)

6/7/18

Rosemarie Gaglione, — Date
Public Works Director
(if agreement is $25,000.01 or more)

18 June 18

Jesus Nava, Assistant City Manager — Date

APPROVED AS TO AMOUNT:

for

Scott Whitney, Interim City Manager — Date
(if agreement is $250,000.01 or more)

APPROVED AS TO INSURANCE:

6/11/18

Mike More, Risk Manager — Date
(required for any agreement amount)

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.

PLEASE DO NOT REMOVE THIS BOX

Agreement No. 6552-14-PW

FIRST AMENDMENT TO AGREEMENT FOR TRADE SERVICES

This First Amendment ("First Amendment") to the Agreement for Trade Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 17 day of May, 2017, by and between the City of Oxnard, a municipal corporation ("City"), and The Groundskeeper, Inc. ("Vendor"). This First Amendment amends the Agreement entered into on April 8, 2014, by City and Vendor.

City and Vendor agree as follows:

1. In Section 3 of the Agreement, the date "April 13, 2017" is deleted and replaced with the date "April 13, 2018."

2. Section 4 of the Agreement is deleted in its entirety and replaced with:

"4. a. City shall pay Vendor as follows on a monthly basis:
   i) Del Norte Regional Recycling and Transfer Station: $1,525
   ii) Water Operations (Total): $2,430
      (1) Water Campus: $1,225
      (2) Blending Station No. 3: $695
      (3) Blending Station No. 4: $340
      (4) Blending Station No. 5: $170
   iii) Advanced Water Purification Facility: $1,290

   b. The total value of the contract shall not exceed $303,335. Separate invoice will be required for each operation."

3. Section 5 of the Agreement is deleted in its entirety and replaced with:

"Vendor shall compensate all of its employees in accordance with both the City's Living Wage Policy and State-required prevailing wages. Vendor understands that in the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail.

   a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit B**. While this Agreement is in effect, Vendor shall pay such employee no less than $15.14 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2016, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

COUNCIL APPROVED 6/6/2017 K3 D
DATE

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director, and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Requirements, which is attached hereto as **Exhibit C** and incorporated herein by this reference."

4. Exhibit 1 Living Wage Policy is deleted in its entirety.

5. Section 15 of the Agreement is added as follows:
"15. 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 or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this agreement for all purposes."

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

[Signatures on next page]

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

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Miko More, Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

Todd Vasquez-Housley, Division Manager

APPROVED AS TO AMOUNT:

Ruth Osuna, Assistant City Manager

THE GROUNDSKEEPER, INC.

Harry Avedissian, President

Marci Avedissian, Vice President/Secretary

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

CITY OF OXNARD

Greg Nyhoff, City Manager

APPROVED AS TO FORM

Stephen M. Fischer, City Attorney

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

Todd Vasquez-Housley, Division Manager

APPROVED AS TO AMOUNT:

Ruth Osuna, Assistant City Manager

THE GROUNDSKEEPER, INC.

Harry Avedissian, President

Marci Avedissian, Vice President/Secretary

EXHIBIT B: LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:

   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit B. While this Agreement is in effect, Vendor shall pay such employee no less than $15.14 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than the required hours of paid leave per calendar year, as listed in the City's Living Wage Policy.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2016

a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.14 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted each July 1, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

(1) Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

(2) If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

(3) In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

(4) The foregoing requirements are restated in the Agreement for Trade Services.

EXHIBIT C: PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project defined in the Agreement between Contractor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Contractor shall perform the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.

2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Agreement.

3. Contractor is required to post job site notices, as prescribed by regulation. See Labor Code section 1771.4(a)(2).

4. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Contractor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.

5. Contractor shall comply with Labor Code Section 1776, which requires Contractor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.

6. Contractor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Before commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Contractor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

7. Contractor shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or 1777.7. If Contractor becomes debarred or suspended throughout the duration of the Agreement, Contractor shall immediately notify City.

8. Contractor shall not be qualified to work on the Project unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement.

9. Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

10. Contractor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Contractor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

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

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

orrective action to halt or rectify any failure.

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

AGREEMENT FOR TRADE SERVICES
(Includes Living Wage Requirements Effective from 7/1/13)
Contract No. 6552-14-PW

This Agreement for Trade Services ("this Agreement") is entered into in Ventura County, California, this 8th day of April, 2014, by and between the City of Oxnard ("City") and The Groundskeeper, Inc. ("Vendor"), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: landscape maintenance services to the following Public Works facilities: Del Norte Regional Recycling and Transfer Station at 111 Del Norte Boulevard, Oxnard, California; Water Campus at 251 South Hayes Avenue, Oxnard, California; Blending Station No. 3 at 1700 Solar Drive, Oxnard, California; Blending Station No. 4 at 3637 North Rose Avenue, Oxnard, California; Blending Station No. 5 at 908 East Pleasant Valley Road; Wastewater Treatment Plant at 6001 South Perkins Road, Oxnard, California; Advanced Water Purification Facility at 5700 South Perkins Road, Oxnard, California.

2. Vendor shall provide such services according to the following schedules set forth in Exhibit A attached hereto and incorporated by this reference in full herein. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on April 14, 2014, and shall end on April 13, 2017. City may terminate this Agreement at any time, with or without cause, by giving written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for all services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.

4. City shall pay Vendor as follows:

   a. Monthly

      i) Del Norte Regional Recycling and Transfer Station: $1,525
      ii) Water Operations (Total): $2,430
         (1) Water Campus: $1,225
         (2) Blending Station No. 3: $695
         (3) Blending Station No. 4: $340
         (4) Blending Station No. 5: $170
      iii) Advanced Water Purification Facility: $1,290

   b. As needed

Task		Hourly Rate
i)	Mulch installation	$37.50
ii)	Mulch replacement	$45.00
iii)	Litter/debris control	$27.50
iv)	Irrigation maintenance	$49.00
v)	Irrigation repair	$55.00

COUNCIL APPROVAL
DATE 3-8-14 AGENDA # S-2

vi)	Weed control	$37.50
vii)	Vertebrate control	$55.00
viii)	Pruning and edging of shrubs, flowers and groundcovers	$27.50
ix)	Mowing and edging of turf	$35.00
x)	Tree maintenance	$65.00
xi)	Landscape replacement	$37.50

While this Agreement is in effect, Vendor shall pay employees working under this Agreement no less than the current Living Wage per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index. At such time, Vendor's rates may be updated to reflect the exact change in Living Wage.

The total value of the contract shall not exceed $233,335. Separate invoice will be required for each operation.

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than $14.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

6. a. Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agency of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf. This

agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Vendor or Vendor's agents, employees, subconsultants, subcontractors, or other persons acting on Vendor's behalf would be held strictly liable.

b. Vendor shall continuously maintain adequate protection of all Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the work is being performed.

7. a. Vendor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-C, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

b. Vendor shall, prior to performance of any services, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS-C.

c. Maintenance of insurance coverages by Vendor is a material element of this Agreement. Vendor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered a material breach of this agreement.

8. In performing services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

9. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

10. In providing services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before providing services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

11. This Agreement may be amended only by a written document signed by both City and Vendor.

12. Any notices to Vendor may be delivered personally or by mail addressed to: The Groundskeeper, Inc., P.O. Box 3402, Camarillo, CA 93011. Any notices to City may be delivered personally or by mail addressed to: City of Oxnard, Public Works Administration, 305 West Third Street, 3rd Floor, East Wing, Oxnard, CA 93030.

13. This Agreement constitutes the entire agreement of City and Vendor regarding the subject matter described herein and supersedes all prior communications, agreements and promises, either oral or written.

14. Maintenance and Inspection of Records

Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

CITY OF OXNARD

Karen R. Burnham, Interim City Manager

VENDOR

Harry Avedissian, President

APPROVED AS TO FORM:

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Anthony Emmert, Water Resources Manager

LIVING WAGE POLICY

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   (a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

   (b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

   (c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

   (d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in Exhibit A attached hereto and incorporated herein by this reference.

8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

EXHIBIT A

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. (Contractor or Vendor) shall compensate any employee of (Contractor or Vendor) who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit ___. While this Agreement is in effect, (Contractor or Vendor) shall pay such employee no less than $_____ per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, (Contractor or Vendor) shall provide to such employee no less than _____ hours of paid leave per calendar year.

B. (Contractor or Vendor) agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If (Contractor or Vendor) fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to (Contractor or Vendor), effective immediately.

D. In addition, if (Contractor or Vendor) fails to comply with the Living Wage Policy in any manner, (Contractor or Vendor) shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. (Contractor or Vendor) shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to (Contractor or Vendor) of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2013

5. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$14.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2014, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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e. The foregoing requirements are restated on page 1 and 2 of the Agreement for Trade Services.

EXHIBIT A
GENERAL REQUIREMENTS

EXPERIENCE AND QUALIFICATIONS

Vendor Requirements

1. Vendor must possess a valid State of California Contractor License (C-27 – Landscaping Contractor).
2. Vendor must possess a valid California Department of Pesticide Regulation (Cal DPR) license.
3. Registration with United States Environmental Protection Agency (U.S. EPA) and/or State Pesticide Regulatory Agency (ex., Permanent Record(s) from the Department of Toxic Substances Control with the EPA Identification Number of the business location(s)).

Cal DPR Licensed Applicators

1. Vendor shall have a minimum of two (2) employees who have Cal DPR certified pesticide applicator licenses or certificates.
2. Cal DPR licensed pesticide applicators must have the following minimum level of pesticide application experience:
   a. Licensed pesticide applicators shall have a minimum of three (3) years experience in performing the type of work specified. To be considered as qualifying experience, experience must meet the two (2) following requirements:
      i. The experience must be obtained as a state licensed and certified applicator.
      ii. The experience must be for the type of pesticide applications described herein.

Cal DPR Licensed Agricultural Pest Control Advisor

1. Vendor must employ at least one (1) Cal DPR licensed Agricultural Pest Control Advisor (PCA).

Arborist Certification by the International Society of Arboriculture

1. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture.

EQUIPMENT AND SUPPLIES

Vendor shall provide a copies of the following product data for the chemical agents to be used:

1. Material Safety Data Sheet (MSDS)
2. Product Specimen Label

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

SUPERVISION

Vendor will assign a supervisor and lead person to this contract and one or both are required to be present during all scheduled working hours and special work assignments. The lead person is required to speak, read and understand English. Site supervisor or lead person will carry a cell phone and/or pager by which the City staff will be able to communicate with him/her.

STAFFING

A fully qualified force shall be maintained throughout the period of the contract with a sufficient number of workers to perform all required services in a timely manner. All personnel will receive close and continuing first line supervision. Additionally, all personnel shall maintain a courteous and respectful attitude toward the public at all times.

EMPLOYEE CONDUCT

Employees of Vendor while performing work under this contract will not:

1. Be accompanied in their work area by acquaintances, family members, assistants, or any other person unless such person is an on-duty authorized Vendor employee.
2. Remove any City property or personal property, equipment, monies, form or any other item from the facilities.
3. Engage in horseplay or loud boisterous behavior.
4. Be under the influence of alcohol or drugs.
5. Gamble.
6. Smoke in any building.
7. Use any City telephone except those designated by the City for purposes of business under this contract, except to report need of medical aid, fire, or need of law enforcement (dial 911).

EMPLOYEE REMOVAL

The City reserves the right to reject any representative of Vendor's work force. It shall be Vendor's responsibility to replace such rejected workers in a manner that will not affect the execution of the contract responsibilities as specified in the contract document. Vendor shall in no way interpret such removal to require dismissal or other disciplinary action of the employee.

EMPLOYEE APPEARANCE AND IDENTIFICATION

Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants are required. No shorts, skirts, or open-toed shoes are allowed.

QUALITY CONTROL PROGRAM

Vendor shall provide and maintain a Quality Control program for all work specified. Vendor shall provide a copy of quality control procedures, safety procedures, and improvement programs currently in place.

EMPLOYMENT PRACTICES

Vendor shall provide the firm's employment policies and procedures, as well as any equal employment opportunity and affirmative action policies. In addition, include a summary of the firm's training and injury/illness prevention programs.

PROPERTY DAMAGES

The Vendor will be responsible for any damage to facilities or contents during the performance of the contract. In the event that there is damage to City property, the Vendor's supervising employee will immediately report the incident to the appropriate Manager verbally and in writing. Any such damage will be repaired by the Vendor at his/her expense and to the satisfaction of the City.

QUANTITY

Exact quantities may vary from the estimates given, and may be increased or decreased to meet the City's requirements. No minimum is guaranteed.

LABOR STRIKE

It is the Vendor's responsibility to provide continuous maintenance services, without interruption, to all building and facilities specified herein. In the event of a labor action, the Vendor shall provide other means, at the Vendor's expense, to provide continuous and comparable service. Failure to do so will cause the City to take whatever action is necessary to provide the service, with any cost above and beyond the Vendor's normal rates (which will be deducted from the Vendor's payment) to the City being borne by the Vendor.

INVOICING

Separate invoices shall be provided for each operation. Four (4) invoices will be provided as follows:

1. Water Operations – Water Campus and Blending Station Nos. 3, 4, and 5
2. Recycled Water Operations – Advanced Water Purification Facility
3. Wastewater Operations – Wastewater Treatment Plant
4. Environmental Resources – Del Norte Regional Recycling and Transfer Facility

SCOPE OF SERVICES AND VENDOR RESPONSIBILITIES

A. Scope of Work

Vendor shall furnish all horticultural supervision, labor material, equipment and transportation required to maintain the landscape areas in an attractive condition throughout the contract period, as specified herein.

B. Workforce

Contactor shall designate a qualified representative with experience in landscape maintenance. The workforce is to be personally presentable at all times. Vendor personnel shall present a neat appearance and be easily recognized as Vendor employees. The Vendor shall provide each employee with an identification badge and/or uniform. Identification badges may be worn on collared shirts or tee shirts with company logos. Long pants and close-toed shoes are required. All employees shall be competent and qualified, and shall be U.S. citizens or legal residents.

C. Materials

All materials shall conform to bid specifications. Vendor will meet all agricultural licensing and reporting requirements. Vendor shall provide the following the MSDS and Product Specimen label for all chemicals used.

Vendor, at his/her own cost and expense, shall furnish all necessary equipment, labor, materials and incidentals necessary to perform landscape maintenance.

D. Licenses, Permits and Certifications

1. Vendor shall maintain a State Landscape Contractor's license (C-27). Vendor shall comply with all other license and permit requirements of the City, State and Federal governments, as well as all other requirements of law.
2. Vendor must possess a valid Cal DPR license.
3. Vendor location(s) shall be registered with the U.S. EPA and/or State Pesticide Regulatory Agency.
4. Vendor shall have a minimum of two (2) employees who are Cal DPR licensed or certified pesticide applicators.
5. Vendor must employ at least one (1) Cal DPR licensed Agricultural PCA.
6. Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture.
7. Vendor must possess a current City of Oxnard Business Tax Certificate.

E. Taxes

Vendor agrees to pay all applicable taxes, including sales tax on material supplied, where applicable.

F. Notice of Defect

City shall give Vendor 48 hours to correct any problem or defect discovered in the performance of work required under this contract.

G. Interference

Vendor agrees to conduct the work required in such a manner as to cause the least amount of interference to the public.

H. Work Schedules

All Vendor work schedules shall conform to all applicable City Ordinances and shall be implemented in a manner to provide the desired level of service. All work schedules shall be approved in advance by the Project Manager of each Operation and may be modified at any time by each Project Manager for his/her Operation. Vendor shall plan and conduct the work in a manner that will safeguard all persons from injury and shall take precautions required by all applicable governmental regulations.

I. Repair and Replacement

Vendor shall be fully responsible for any and all damage done to City and private property that resulted from Vendor's operations. This shall include, but not be limited to the repair or replacement of buildings and other improvements; and the repair, removal and replacement, at Vendor's expense, of shrubs, trees, vines, turf grass, groundcover or other landscape items that are lost or damaged due to negligence in pest and disease control practices, improper watering, fertilizing, herbicide damage, or lack of proper maintenance and operations. All plant replacements shall be in kind and size.

SCOPE OF SERVICES

A. Litter/Debris Control

All areas of maintenance responsibility, including paved parking which is not "on-street parking" (that is, street parking in front of a residence), shall be kept free of all trimmings, grass cuttings, dirt/mud, and litter, including broken glass or other such debris. All trimmings, litter and debris shall be removed and disposed of off-site at Vendor's expense. Litter/debris pick up and removal shall be done on weekly basis and shall include sidewalks adjacent to areas of responsibility. Curb/gutter areas are to be swept/vacuumed at least once per week.

B. Irrigation

Irrigation shall be performed as required to maintain proper plant growth in all areas. This shall include manual watering by use of hose bibs and quick couplers, in addition to, in conjunction with, or in the absence of automatic irrigation systems. Watering shall be accomplished at times of the day or night to ensure the health of all plants, and so that the inconvenience to people using the area will be kept at a minimum. Automatic irrigation shall normally take place at night or early morning hours. Any water runoff or overflow onto roadway, sidewalk and hard surface areas shall be kept at an absolute minimum so as not to cause any pedestrian and/or vehicular liabilities. An irrigation schedule of all areas shall be submitted to and approved in advance by the Project Manager of each Operation quarterly in January, April, July and October. The City reserves the right to require Vendor to change the watering schedule as necessary.

Irrigation water shall be carefully applied and in quantities required by the different plant species, time of the year, and other basic environmental factors. The effect of the watering program shall be checked weekly by Vendor.

Vendor shall be responsible for the maintenance and/or replacement of all irrigation systems and their parts. Included in the system are: electrical and battery-operated irrigation controllers, remote control valves, all valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, all fitting and riser assemblies, hose bibs, sprinkler heads, drains and drain pipes and vandal-proof enclosures. Replacement of any irrigation items shall be with the same manufacturer and in accordance with the manufacturer's installation recommendations unless otherwise approved by the Project Manager of each Operation. All other irrigation replacement shall be subject to approval by the Project Manager of each Operation. All irrigation equipment shall be maintained in good working condition and shall function properly at all times. Vendor shall regularly inspect irrigation systems with no time interval between inspections exceeding seven calendar days. All supplies, equipment and parts shall be provided at Vendor's expense. All irrigation controllers shall be turned off during periods of rain by Vendor, turned on and reprogrammed at the completion of each rainy day.

C. Fertilization

All turf grass shall be fertilized by Vendor six times a year (July, September, November, January, March, May) on a schedule to be approved by the Project Manager of each Operation. All shrubbery and groundcover shall be fertilized three times a year (October, March and June). Fertilizer shall be delivered to the site in the original unopened container, bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or damaged, making it unsuitable for use, will not be accepted. Immediately following application at each site, the fertilizer shall be thoroughly watered into the soil. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of the application by Vendor. Such notification will be subject to approval by the Project Manager of each Operation.

The turf grass fertilizer shall be a complete commercial fertilizer, Best Turf Supreme 16-6-8 with micronutrients or approved equal, evenly broadcast at the rate of three (3) pounds per thousand square feet per application. The shrub/groundcover fertilizer shall be an organic type fertilizer, Gro Power Plus 5-3-1 or approved equal, evenly broadcast at the rate of ten (10) pounds per thousand square feet. Any deviation from this schedule requires the written approval of the Project Manager of each Operation. Vendor may be required to deviate from this schedule upon written notification by Project Manager of each Operation.

All palm trees shall be fertilized using a combination of blood meal and Agriform (slow release) tablets. Every four months (May, September, January), eight holes which are 2 inches in diameter by 12 inches deep shall be uniformly located around the base of the palm trees, filled with blood meal, then completely watered in. Once per year (April), six holes which are 3 inches in diameter by 18 inches deep shall be uniformly located around base of palm tree, one Agriform tablet placed inside, then completely watered in.

D. Soil Aerification

Vendor shall be responsible for soil aerification for all turf grass area two times per year, in October and May. Aerification shall be done with a power-driven aerifier using ½-inch coring line. The Project Manager of each Operation shall be notified with a written schedule one week prior to the date of aerification commencement.

E. Thatch Removal

Vendor shall be responsible for the removal of thatch buildup in the sod layer one time per year, in October. Thatch removal shall be performed with a power-driver Verti-cutting machine. All grass clippings associated with this process shall be removed from the site and disposed of at Vendor's expense. The October thatch removal shall precede the October aerification process. This verticutting shall be performed on all turf areas.

F. Pesticide Application

Vendor shall be responsible for the control and elimination of weeds, insects, rodents, diseases and any other pests affecting all plant material. Vendor shall posses all permits, licenses and certificates required by the State of California Department of Food and Agriculture, prior to the application of any pesticide. Any pesticide used shall be listed on the State of California Department of Food and Agriculture's approved list. All pesticide use reports shall be submitted to the Ventura County Agriculture Commissioner. Vendor will be responsible for obtaining the State-required written recommendations provided by a state-certified Pest Control Advisor. Recommendations need to be procured prior to application of materials. Restricted materials, if used, shall be used and possessed only in accordance with a permit issued by the Ventura County Agricultural Commissioner. In addition, all pesticides used must have the written approval of the Project Manager of each Operation prior to application. Vendor shall notify the Project Manager of each Operation three (3) days prior to application of pesticides. Upon completion of the application, Vendor shall submit to the Project Manager of each Operation a copy of all pesticide use reports. Vendor shall provide name and license number of personnel spraying chemicals.

G. Kikuyu Abatement Program

A Kikuyu Abatement Program shall be established by Vendor in accordance with guidelines set forth by the University of California Cooperative Extension Program.

H. Weed Control

All turf grass areas shall be kept weed-free at all times and treated for broadleaf weed control as needed, but a minimum of twice a year in the fall and spring, and with a product to be approved by the Project Manager of each Operation. All shrub and flower beds and groundcover areas shall be kept in an aesthetically pleasing condition and free of weeds either manually, with mulch or with chemicals as approved by the Project Manager of each Operation.

All curbs/gutters, paved walkways, stamped concrete, and joints adjacent to landscaped areas, fence lines, light standard bases, tree wells, buildings and structures, shall be free of all weeds. Herbicides may be used for weed control upon prior approval of the Project Manager of each Operation.

I. Vertebrate Control

A gopher problem is to be addressed daily until the problem is resolved. Written notification of the type of pesticide to be used and frequency of application must be submitted to the Project Manager of each Operation for approval. All other vertebrate pest problems shall be handled on a case by case basis.

J. Pruning and Edging of Shrubs, Flowers and Groundcovers

Vendor shall be responsible for the pruning of all shrubs and groundcover. Shrubs shall be pruned as needed for natural shape, pest control, and safe flow of traffic to the satisfaction of the Project Manager of each Operation. Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. All plant growth shall be prevented from entering onto walkways, roadways, hard surface areas, and along fences and walls. Faded or dead flower heads or their stalks and plant leaves shall be removed on a weekly basis. This is of particular concern for such plant types as Agapanthus, Limonium, Morea and Hemerocallis. Removal shall be done in a manner so as not to damage remaining or new flower buds from coming into bloom. Edging shall not be done by chemical methods, unless a growth retardant is approved by the Project Manager of each Operation. Vines on walls shall be maintained at a height even with the top of the wall and at a depth no greater than 4" from wall.

K. Mowing and Edging of Turf

Vendor shall be responsible for mowing and edging all turf grass. The turf grass shall be mowed to maintain a height of no more than 2 inches or less than one inch. Site specific mowing height shall be designated by the Project Manager of each Operation. Mowing shall occur once a week. All turf grass shall be edged along sidewalks and paved and hard surface areas as necessary to prevent overgrowth. Edging shall not be done by chemical methods, unless an approved growth retardant is authorized by the Project Manager of each Operation. Vendor shall pick up and dispose of grass clippings after each mowing operation; or a mulching deck may be utilized upon approval by Project Manager of each Operation.

L. Tree Maintenance

Vendor or his representative shall possess a valid Arborist Certification issued by the International Society of Arboriculture. This arborist must oversee all pruning work including root pruning and certify all work meets contract requirements. All pruning work shall conform to the current 1995 ANSI A300 standards in conjunction with International Society of Arboriculture Publication "Tree Pruning Guidelines."

However, coral trees (Erythrina caffra) shall be pruned twice a year to remove cross branching and to provide shape and proper branch structuring. Any removal of trees must first be approved by the Project Manager of each Operation or his representative. No topping of trees will be allowed. Tree pruning shall be done to prevent encroachment of walkways, streets and to preclude obstruction of signs. Pruning to be scheduled annually in the spring. Water sprout growth on trunk and in main crotch and sucker growth shall be removed throughout the year. A 4" ring of bare soil or mulch will be maintained around each tree to prevent string trimmer/mower damage and competition from turf/groundcover roots.

Vendor shall provide proper watering of all trees, whether done by automated irrigation systems or manually with the use of hoses. Trees shall be maintained in an erect, upright manner and shall be staked as necessary to maintain this position. Vendor shall follow the attached tree staking detail (Attachment 1). Vendor shall remove or loosen any and all tree stakes and/or ties before damage to the trunk is caused by girdling. Vendor shall take all precautions necessary to prevent damage to trees by any device used to accomplish the terms of the contract.

Street trees are to be maintained with a 3' basin covered with 3"-5" of mulch. Mulch shall not contact the base of the tree.

Dead or dying palm fronds shall be removed and disposed of on a once per week basis. Dead or dying palm fronds shall be removed/pruned such that the remaining cut frond stub is cut as closed to the trunk of the palm as possible without cutting into the trunk. All pruning cuts shall adhere to ANSI A300 standards and ISA tree pruning guidelines.

Vendor shall be responsible for all current and future trees planted.

M. Landscape Replacement

Landscape areas which fail to perform well and which are not the result of Vendor or his maintenance/horticultural practices shall be replanted. These areas shall be identified on a semi-annual basis (twice per year) and submitted in writing to the Project Manager of each Operation or his representative for review and authorization for replanting. When authorized by the Project Manager of each Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

N. As Needed Tasks for Wastewater Treatment Plant

The Wastewater Treatment Plant has a full-time employee that provides landscaping and irrigation services. However, services may be necessary on an as needed basis. Items such as the following may be required: mulch installation/replacement, litter/debris control, irrigation, weed control, vertebrate control, pruning and edging of shrubs, flowers and groundcovers, mowing and edging of turf, tree maintenance and landscape replacement. When authorized by the Project Manager this Operation or his representative, the work shall be performed by Vendor who then shall be compensated by the City on a time and material basis.

O. Vandalism, Theft and Graffiti

Vendor shall repair, remove, replace or otherwise correct items affected by vandalism, theft or graffiti. Such items for repair, removal, replacement or other corrective measures resulting from vandalism, theft, and graffiti include but are not be limited to: shrubs, trees, vines, turf, groundcovers, irrigation controllers, remote control valves, valve boxes, gate valves, quick coupling valves, on-site water main lines, control wiring, lateral lines, fittings, risers, hose bibs, sprinkler heads, enclosures, etc.

P. Storm Damage

Vendor shall correct and repair all storm damage incurred through out the year by trees, shrubs, mud on sidewalks/gutters/etc.

Q. Water and Electrical Costs

The City shall be responsible for paying all water and electrical costs at the site; however, Vendor shall make every effort to conserve these resources.

R. Inspections

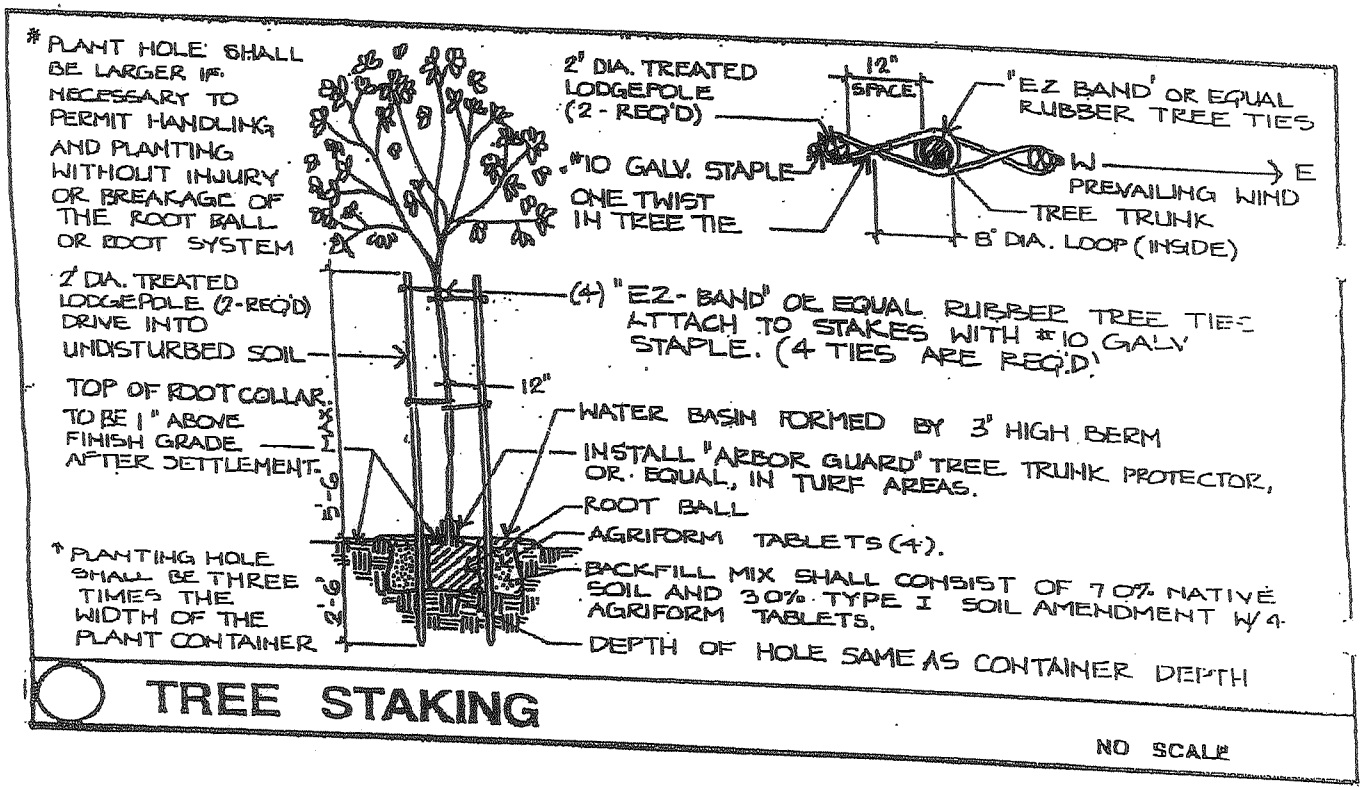
Vendor or representative shall be available to perform regular inspections of each location with the Project Manager of the Operation or his representative. Inspections shall occur once per month at an agreed upon time.

S. Response and Inquiries

Vendor shall be required to respond (within 2 hours) to any inquiries, telephone calls, and emergency situations emanating from City staff. Vendor shall have the ability to be contacted by phone, paging service or portable phone, from his office whenever such situations occur during business hours. Vendor shall have sufficient staff available to respond to emergencies such as emergency tree work, on-site water main break and irrigation failure.

T. Warranties

Vendor shall warranty all replacement trees, equipment and replacement irrigation items for a period of one year from date of installation and all replacement shrubs and groundcovers for a period of 120 days from date of installation.



TREE STAKING

NO SCALE

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 7**

DATE: February 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Approval of a Budget Appropriation for Mandalay Bay Seawall Repair.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve a budget appropriation in the amount of $163,431 from the fund balance of the Waterways Assessment District (Fund 121) to establish a budget for engineering services for seawall repair.

BACKGROUND

Mandalay Bay is located in the southwest section of the City of Oxnard and is a residential waterfront development including properties adjacent to navigable waterways connected to Channel Islands Harbor. Initial construction of single family homes and townhomes took place between 1968 and 1973. In 1970, the City Council formed a Waterway Maintenance Assessment District for the Mandalay Bay, known as Zone 1, which consists of 743 single family homes and 37 parcels designated as parks. Throughout the years, structural support repair, pilaster repair and wall repair has occurred throughout the community. Recent projects include a condition assessment in 2012, slope protection and the filling of footing gaps in 2014, and wall repair work along Kingsbridge Way in 2015. The City's Public Works Department is in the planning stage for the repair of 370 linear feet of existing seawall.

DISCUSSION

On October 11, 2018, the City issued a request for proposals (RFP) for a Mandalay Bay seawall repair feasibility study and construction documentation at 3900-3966 West Hemlock Street. In addition to West Hemlock Street, this study will provide recommendations for seawall repair for

the entirety of Mandalay Bay. Based on the results of the feasibility study, staff plans to begin design and construction at the West Hemlock sites prior to proceeding with future projects throughout Mandalay Bay.

The contract will consist of the following phases:

- Phase 1 – Feasibility study to determine the best option available to repair the seawalls
- Phase 2 – Construction documentation for 3900-3966 West Hemlock Street

Based on the review of the proposals, Tetra Tech was selected as the most qualified firm. If the City Council approves this budget appropriation, the agreement will be administratively approved per City Code.

STRATEGIC PRIORITIES

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

There will be no impact on the General Fund. The $163,431 budget will be appropriated from the fund balance of the Waterways Assessment District (Fund 121) to Account 121-1606-805-8209. The estimated FY18-19 unassigned fund balance of Fund 121 net of this appropriation is $683,016.

Prepared by Tatiana Arnaout, PE, Senior Civil Engineer

ATTACHMENTS:

Attachment A - Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** February 5, 2019

Project/Program Manager: Rosemarie Gaglione **Phone:** 385-7675 (Greg)

Reason for Appropriation:

Appropriate funding for engineering services for Mandalay Bay seawall repairs.

Accounts and Descriptions		AMOUNT
Fund: 121 - WATERWAYS ASSESSMENT DIST		
Expenditures/Transfers Out		
SPECIAL DISTRICTS (1606)		
121-1606-805.8209	SVCS-OTHER PROF/CONTRACT	163,431
	Sub-total Expenditures	163,431
	Net Change to Fund Balance	**(163,431)**
	Net Appropriation Change	**163,431**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)

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REQUIRES CITY COUNCIL AUTHORIZATION

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 8**

DATE: February 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Award Contract A-8115 for Roll Up Door Maintenance/Repairs to County Overhead Door.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council Award and authorize the Mayor to execute Agreement A-8115 in the amount of $725,000 for the Roll Up Door Maintenance and On-Call Repair Services Project PW 19-07 with Ventura County Overhead Door.

BACKGROUND

The Project
The Public Works Department requires support for the inspection, maintenance and repairs to roll up doors located at various facilities throughout the City as detailed below.

The specific work for this Project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide roll up door maintenance and on-call repair services for the following:

- 21 bay doors at the Del Norte Regional Recycling Center and Transfer Station
- 24 doors at the Oxnard Wastewater Treatment Plant
- 7 doors at the Advance Water Purification Facility
- 8 doors at the Main Water Campus
- 3 doors located at two blending stations
- 27 doors located throughout eight Fire Stations
- 45 doors located at the City Facility Yard and parks.

The work will include both regular maintenance and repair services during normal business hours as well as responding to emergency calls as needed.

The Contract amount will be $725,000 and broken down as follows:

- $100,000 for the Del Norte Regional Recycling Center and Transfer Station
- $125,000 the Oxnard Wastewater Treatment Plant
- $25,000 for the Advance Water Purification Facility
- $100,000 for the Water Division
- $125,000 for the Fire Department and
- $200,000 for the Facilities Division

Lowest Responsive Bid

The notice inviting formal bids (NIFB) was published on October 11, 2018, and all bids were due on November 9, 2018. In addition to the usual bid publications and advertisements, staff also notified several vendors in the area about the NIFB. The City only received one bid as listed below from Ventura County Overhead Door:

Description of Services	***Unit***	***Total Rate***	
Door Inspections and Reports	One (1) Door	$75.00	/door
Dock Leveler Inspections and Reports (for 4 levelers located at the Del Norte Regional Recycling Center and Transfer Station)	One (1) leveler	$95.00	/leveler
On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm 6 hour response time	$225.00	/HR
On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm 2 hour response time	$250.00	/HR
On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays 6 hour response time	$295.00	/HR
On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays 2 hour response time	$325.00	/HR
	Total Bid Amount:	**$1,265.00**	

Staff reached out to vendors to inquire as to why they chose not to bid and two responded. Central Coast Engineering has provided services for the City in the past, but they were unable to provide the necessary bonds for the Project. Vortex Industries stated the project doesn't meet their business model. Given these considerations and the lack of response, it is not likely that putting this out to bid again would result in more contractor participation; therefore, staff is not

recommending re-bidding the Project.

The lowest and only bidder is Ventura County Overhead Door and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from Ventura County Overhead Door and verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor is not legally responsible, which means the contractor is trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this Project to Ventura County Overhead Doors.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Work under this contract will be performed by task orders based upon need with the Facility Division's supervision and direction. Task orders will only be assigned based upon available funding within the respective department's current operating budgets. If the funding or budget is not available for work requested, the department will need to return to Council for appropriation based on task or work needed.

Prepared by Renee Hatcher, Public Projects Coordinator

ATTACHMENTS:

Attachment A - Bid Tabulation

Attachment B - Agreement A-8115 with Ventura County Overhead Door

This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all

Roll Up Door Maintenance and On-Call Repair Services Project PW 19-07

Owner: City of Oxnard

Bids Received: 11/9/18

			Ventura County Overhead Door
			1151 Callens Road Ventura, CA 93003
			#1
Item #	***Description of Services***	***Unit***	***Total Cost***
1	Door Inspections and Reports	One (1) Door	$75.00 /door
2	Dock Leveler Inspections and Reports (for 4 levelers located at the Del Note Regional Recycling Center and Transfer Station)	One (1) leveler	$95.00 /leveler
3	On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm 6 hour response time **	$225.00 /HR
4	On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm 2 hour response time **	$250.00 /HR
5	On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays 6 hour response time **	$295.00 /HR
6	On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays 2 hour response time **	$325.00 /HR
		Bid List Total -SUBMITTED	**$1,265.00**
		Listed Subcontractors	**None**

Agreement No.: A-8115

CITY OF OXNARD CONTRACT FOR
THE ROLL UP DOOR MAINTENANCE AND ON-CALL REPAIR SERVICES PROJECT
PW 19-07

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and THE WILLIS CORPORATION dba VENTURA COUNTY OVERHEAD DOOR ("Contractor"). Contractor's license number is 734650.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as The Roll Up Door Maintenance and On-Call Repair Services Project PW 19-07 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term.

3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, which in any case shall not exceed one hundred and fifty thousand dollar ($150,000) for the Del Norte Regional Recycling and Transfer Station, one hundred and twenty five thousand dollars ($125,000) for the Oxnard Wastewater Treatment Plant, twenty five thousand dollars ($25,000) for the Advanced Water Purification Facility, one hundred thousand dollars ($100,000) for the Water Department, one hundred and twenty five thousand dollars ($125,000) for the Fire Department and two hundred thousand dollars ($200,000) for the Facilities Department.

> Under no circumstances may any Work be done for one department or division utilizing another department or division's funding. It is Contractor's responsibility to keep the departments and divisions' funds separate and to monitor each department or division's balance to ensure Work for a department or division does not exceed its funding. Each invoice must list the department or division for which that Task Order was issued.

4. Invoices. Contractor must send an invoice per department or division at its address listed in General Provisions Section 10-23. Contractor must write on each invoice for which department or division that invoice applies and what that department or division's balance is on the account.

5. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.

6. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

7. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

8. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

11. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

12. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

13. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

[signatures on following page]

Agreement No.: A-8115

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

THE WILLIS CORPORATION dba VENTURA COUNTY OVERHEAD DOOR

James Willis, CEO[2] Date

Jennifer Willis, Sectretary Date

[1] The City Council must authorize and the Mayor must sign a public project agreement over $175,000 annually. The City Manager may authorize and sign any agreement up to $175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to $100,000 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.

Exhibit INS-C

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITH BUILDER'S RISK REQUIREMENT)

1 Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

2.1 Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001) If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

2.2 Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

2.3 If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.

2.4 Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

2.5 Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2 Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-C. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _A-8115
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3 Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4 Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-C or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5 The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6 Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7 All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

1/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the sample accord form.

INS-C.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000 Course of Construction Completed Value of Project

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._ A-8115
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

SAMPLE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No A-8115
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No A-8115
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

_____

_____("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as The Roll Up Door Maintenance and On-Call Repair Services Project PW 19-07 (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and any Task related to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____ Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any

of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____
_____
_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as The Roll Up Door Maintenance and On-Call Repair Services Project PW 19-07 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____,
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives

California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY OF OXNARD

BID SHEETS FOR THE ROLL UP DOOR MAINTENANCE AND ON-CALL REPAIR SERVICES PROJECT
PW 19-07

Bidder's Name: Ventura County Overhead Door

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	UNIT	Total
1	Door Inspections and Reports	One (1) Door	$ 75.00 /door
2	Dock Leveler Inspections and Reports (for 4 levelers located at the Del Note Regional Recycling Center and Transfer Station)	One (1) leveler	$ 95.00 /leveler
3	On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm 6 hour response time **	$ 225.00 /HR
4	On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 8:00am-5:00pm 2 hour response time **	$ 250.00 /HR
5	On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays 6 hour response time **	$ 295.00 /HR

6	On Call Repair and Maintenance Services	Hourly Rate Monday-Friday 5:01pm - 7:59am, weekends and holidays 2 hour response time **	$ 325.00 /HR
		BID TOTAL	$ AS SELECTED

* Hourly Rate at fully burdened cost and Contractor shall pay prevailing wages. All unit costs must include the current burdened prevailing wage rate. ** Work must begin within that time period.

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

BID PRICE IN DIGITS: $ AS SELECTED

BID PRICE IN WORDS: _____

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01		#05	
#02		#06	
#03		#07	
#04		#08	

Bidder's Name (Company): Ventura County Overhead Door

Signature: [signature] Title: CFO

Print: Jennifer A Willis Date: 11-8-18

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 9**

DATE: February 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Approval of Agreement 8445-18-PW with J.T.Z., Inc. for Recycled Glass Hauling.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute Agreement 8445-18-PW with J.T.Z., Inc. for a three (3) year term in an amount not to exceed $460,000 for hauling of recycled glass materials from the Del Norte Recycling and Transfer Station (Del Norte) to Strategic Materials, Inc. in Vernon, California.

BACKGROUND

The Del Norte Regional Recycling and Transfer Station (Del Norte) collects approximately 2,000 tons of glass each year. By recycling glass, the City complies with State mandates to divert waste, avoids costly disposal and receives California Redemption Value (CRV) for glass beverage containers collected. The City requires the services of a long-haul transportation company to remove the glass from Del Norte and take it to a processing center that prepares the glass for the recycled materials market. The Environmental Resources Division does not have sufficient capacity in trucks or enough drivers to perform this service in-house.

DISCUSSION

On October 11, 2018, the City issued Request for Bid (RFB) PW 19-16 for hauling of the accumulated glass. The City posted the RFB on the City's Website, TV Channel, and PublicPurchase.Com; seventeen (17) vendors received the bid notification. On October 25, 2018, a pre-bid meeting, open to all vendors, was held at Del Norte. The bid closed on November 9,

2018. The City received only one bid from J.T.Z., Inc. (J.T.Z.). Staff has determined that the J.T.Z. meets all City requirements and is a qualified and responsible vendor. If awarded the contract, J.T.Z. would transport the glass collection bins to Strategic Materials, Inc., a used glass processing center in Vernon, California, where the glass is sorted, cleaned and crushed into material usable in manufacturing.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

From February 2019 to December 2021, the Environmental Resources Division anticipates spending $460,000 for the hauling services. For the remainder of the 2018-19 Fiscal Year, the cost is expected to be $80,000. Sufficient funds are available in the FY19 City's Solid Waste Administrative Operating Professional Contract (account 631-6301-842.82-09). For Fiscal Years 2020 and 2021, Public Works will request funding from Council during the budget preparation periods of those years.

Prepared by Grant Dunne, Management Analyst III

ATTACHMENTS:

Attachment A - J.T.Z. Trade Services Agreement 8445-18-PW

Agreement No. **8445-18-PW**

AGREEMENT FOR TRADE SERVICES
COVER PAGE

(1) Agreement Start Date: **January 1, 2019**

(2) Vendor: **J.T.Z., Inc.**

(3) Services: **To provide hauling of recycled glass from the Del Norte Regional Recycling and Transfer Station to Strategic Materials, Inc. in Vernon, California.**

(4) Schedule of Services: **On-call schedule for recycled glass hauling.**

(5) Agreement Ending Date: **December 31, 2021**

(6) Total Agreement Amount: **$460,000 per the following allocation schedule:**

a. 1/1/19 – 6/30/19: $12,000/MO x 6 (round up) = $80K
b. 7/1/19 – 6/30/20: $12,000/MO x 12 (round up) = $150K
c. 7/1/20 – 6/30/21: $12,000/MO x 12 (round up) = $150K
d. 7/1/21 – 12/31/21: $12,000/MO x 6 (round up) = $80K
$460K

(7) City's Project Manager: **Todd Vasquez-Housley**

(8) Vendor's Project Manager: **Tony Franco, President**

(9) Insurance Coverage: **INS-B**

(10) What wages are required for this Project?

- [x] Living wage but not prevailing wages, in which case: Section 20(a) through (d) and the Living Wage Policy Exhibit are incorporated and are required; but Section 20(e) and the Prevailing Wage Exhibit are not incorporated and are not required.
- [ ] Prevailing wages but not living wage, in which case: Section 20(e) and the Prevailing Wages Exhibit are incorporated and are required; but Section 20(a) through (d) and the Living Wage Policy Exhibit are not incorporated and are not required.
- [ ] Both living wage and prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are incorporated and required.
- [ ] Neither living wage nor prevailing wages, in which case Section 20, the Living Wage Policy Exhibit, and the Prevailing Wages Exhibit are not incorporated and are not required.

(11) Addresses for Notice:

FOR VENDOR:

P.O. Box 51836
Oxnard, CA 93030
Attn: Tony Franco, President

FOR CITY:

111 South Del Norte Boulevard
Oxnard, CA 93030
Attn: Todd Vasquez-Housley, Environmental Resources Division Manager

(12) Contact Emails: jtsrubbish@verizon.net toddvhousley@oxnard.org

VENDOR'S PROJECT MANAGER:

Tony Franco, Owner

CITY'S PROJECT MANAGER:

Todd Vasquez-Housley, Environmental Resources Division Manager

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

- [x] Scope of Services Exhibit
- [x] Rates and Costs Exhibit
- [x] Insurance Exhibit (INS-B)
- [x] Living Wage Policy Exhibit
- [ ] Prevailing Wages Exhibit
- [ ] Schedule of Services Exhibit

AGREEMENT FOR TRADE SERVICES

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

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

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

3. Compensation. For the Services performed during the term of this Agreement, City shall pay Vendor an amount not to exceed the amount that is listed as "(6) Total Agreement Amount" on the Cover Page, at the rates listed in the Rates and Costs Exhibit, attached hereto and incorporated herein by this reference. The rates in the Rates and Costs Exhibit shall be in effect through the end of this Agreement unless otherwise stated therein.

4. Invoices. Vendor shall submit a payment request to City by the end of each calendar month listing the Services provided, costs of those Services, and total amount due for the month. Each invoice must also list the current balance on the Agreement, including that invoice, as well as the months remaining on the term of the Agreement.

5. Most Favored Nation. Throughout the term of the Agreement, in the event Vendor provides the Services having terms more favorable than this Agreement to any person or entity other than City, Vendor shall notify City within 10 calendar days of signing the other contract, or if there is no other contract, of finalizing that deal or providing any services, whichever occurs first in time. In that notice, Vendor shall offer City to amend this Agreement to reflect such more favorable terms into this Agreement without any contingency to amend any other provision of this Agreement.

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

7. Non-binding Terms. Any terms and conditions that are typed, printed, or otherwise included in any Vendor invoice rendered pursuant to this Agreement shall be deemed to be solely for the convenience of the parties. No such term or condition shall be binding upon City, and no action by City (including, without limitation, the payment of any such invoice in whole or in part) shall be construed as binding City with respect to any such term or condition, unless the specific term or condition has been previously agreed to by Vendor and City in this Agreement or in a binding amendment thereto.

8. Non-Appropriation of Funds. Payments to be made to Vendor by City for the Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of the Services beyond the current fiscal year, this Agreement shall cover payment for the Services only up to the

conclusion of the last fiscal year in which City appropriated sufficient funds and shall automatically terminate at that fiscal year's conclusion.

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

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

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

12. Advertising and Publicity. Vendor shall not use the name of or refer to City directly or indirectly in any advertisement, news release, or professional or trade publication without prior written approval from the City Manager. This Section shall survive the termination of this Agreement.

13. Audit. City shall have the option of inspecting, auditing and/or reproducing all records and other written materials: used by Vendor in preparing its billings to City as a condition precedent to any payment to Vendor; or for other purposes relating to the Agreement. Vendor will promptly furnish all documents requested by City. Additionally, if this Agreement is in excess of $10,000, the State Auditor may examine and audit Vendor for a period of 3 years after final payment under the Agreement. Regardless of whether a State audit is permitted, Vendor shall maintain and preserve all such records for a period of at least 3 years after final payment under the Agreement or until an audit has been completed and accepted by City, whichever occurs later. Vendor shall maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead. Vendor shall include a copy of this Section in all contracts with its subcontractors, and Vendor shall be responsible for immediately obtaining those records or other written material from its subcontractors upon a request by the State Auditor and/or City.

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

the full performance of the Services. If City pays for any materials, City shall be entitled to the title and possession of such.

15. Hold Harmless, Defense and Indemnity.

a. To the fullest extent permitted by law, Vendor shall immediately defend, indemnify, and hold harmless City, its legislative and advisory bodies, and the City's officials, directors, officers, employees, and agents (the "Indemnitees") from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor's performance of this Agreement or Vendor's failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Vendor's obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section 15 are the result of the sole active negligence or sole willful misconduct of any of the Indemnitees.

b. The duty to defend is a separate and distinct obligation from Vendor's duty to indemnify. Vendor shall be obligated to defend in all legal, equitable, administrative, or special proceedings with counsel approved by the City Attorney immediately upon tender to Vendor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of negligence or willful misconduct by any of the Indemnitees shall not relieve Vendor from its separate and distinct obligation to defend the Indemnitees. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes the obligation to provide independent defense counsel if Vendor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the Indemnitees. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of any of the Indemnitees, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

c. The review, acceptance or approval of Vendor's work or work product by any of the Indemnitees shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section 15 shall survive completion of the Services or termination of this Agreement. The provisions of this Section 15 shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

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

17. Documents and Materials.

a. All final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data, photographs, specifications, information, images, video files, media, or other deliverables prepared, created, drawn, calculated, photographed or developed by Vendor pursuant to this Agreement ("Documents and Materials") shall be the property without restriction or limitation upon its use, duplication or dissemination by the City. All Documents and Materials shall be considered "works made for hire," and all Documents and Materials and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Vendor shall not obtain or attempt to obtain copyright protection as to any Documents and Materials. Vendor hereby assigns to the City all ownership and any and all intellectual property rights to the Documents and Materials that are not otherwise vested in the City pursuant to this Section 17.

b. Vendor shall deliver all Documents and Materials to City's Project Manager upon completion of the

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

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

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

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

18. Confidentiality of Information.

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

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

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

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

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

f. This Section 18 shall survive the termination of this Agreement.

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

20. Wages. If the first option is selected in response to (10) on the Cover Page and, thus, the payment of living wage is required, only this paragraph and subsections (a) through (d) of this Section 20 shall apply. If the second option is selected in response to (10) on the Cover Page and, thus, the payment of prevailing wages (and related Labor Code provisions) is required, only this paragraph and subsection (e) of this Section 20 shall apply. If the third option is selected in response to (10) on the Cover Page and, thus, both the payment of living wage and prevailing wages (and related Labor Code provisions) is required, this paragraph and subsections (a) through (e) shall apply, meaning Vendor shall compensate all of its employees providing services to City in accordance with both the City's Living Wage Policy and State-required prevailing wages. In the event of a conflict between the City's Living Wage Policy and State-required prevailing wages, the higher of the two shall prevail. If the fourth option is selected in response to (10) on the Cover Page and, thus, neither the payment of living wage nor prevailing wages (and related Labor Code provisions) is required, no part of this Section 20 shall apply.

a. If either the first or third option is selected in response to (10) on the Cover Page, Vendor shall compensate any employee of Vendor who provides Services to the City under this Agreement in accordance with the Living Wage Policy Exhibit, which is attached hereto and incorporated herein by this reference. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such

employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002, and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. If either the second or third option is selected in response to (10) on the Cover Page, in accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work." The Vendor shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Public Works Director and are available to any interested party upon request. The Vendor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at the job site. The Vendor shall comply with all provisions of the Prevailing Wage Exhibit, which is attached hereto and incorporated herein by this reference.

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

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

23. Compliance with Laws. In performing the Services under this Agreement, Vendor shall comply with all applicable laws, ordinances and regulations. Before performing the Services under this Agreement, Vendor shall obtain all required licenses and permits, including a City business tax certificate.

24. Conflict of Interest. If, in performing the Services set forth in this Agreement, Vendor makes, or participates in, a "governmental decision" as described in Title 2, Section 18701(a)(2) of the California Code of Regulations, or performs the same or substantially all the same duties for City that would otherwise be performed by a City employee holding a position specified in City's conflict of interest code, Vendor shall be subject to City's conflict of interest code, the requirements of which include the filing of one or more statements of economic interests disclosing the relevant financial interests of Vendor's personnel providing the Services set forth in this Agreement. Furthermore, Vendor shall not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the Services which is or may likely make Vendor "financially

interested," as provided in California Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Vendor has been retained pursuant to this Agreement.

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

26. Non-Assignability. Vendor shall not assign or transfer any interest in this Agreement or any part thereof, whether by assignment or novation, without City's prior written consent, which may be withheld for any reason or for no reason at all. Any purported assignment without written consent shall be null, void, and of no effect, and Vendor shall hold harmless, defend and indemnify Indemnitees regarding all Claims arising from or relating to any unauthorized assignment.

27. Protection of Services. Vendor shall continuously maintain adequate protection of all of Vendor's work from damage and shall protect the City's property from any and all injury or loss arising in connection with this Agreement. Vendor shall take all necessary precaution for the safety of employees on the job and shall comply with all applicable provisions of federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to any premises where the Services are being performed.

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

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

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

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

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

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

34. Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.

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

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

37. No Waiver. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the

making by City of any payment to Vendor constitute or be construed as a waiver by City of any breach of covenant, or any default that may then exist on the part of Vendor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

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

39. Notice. Except as otherwise required by law, a notice or communication authorized or required by this Agreement shall be in writing and shall be deemed received—on (a) the day of delivery if delivered by hand or overnight courier service during City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid—to the addresses listed as "(11) Addresses for Notice" on the Cover Page or to such other address as one party may notify the other in writing.

40. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by email to either of City or Vendor's Project Managers' emails listed in "(12) Contact Emails" on the Cover Page or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

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

[Signatures on next page]

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

CITY OF OXNARD

-sign next page-

☒ Tim Flynn, Mayor[a] Date

☐ Alexander Nguyen, City Manager

Lisa Boerner, Purchasing Manager

☐ [name] , Buyer

J.T.Z. , INC.

Tony Franco, President[b] 12-6-18 Date

Jessie Franco, Secretary 12-6-18 Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) 11/28/18 Date

[a] The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

[b] 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.

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

_____ _____
Tim Flynn, Mayor[1] Date
Alexander Nguyen, City Manager
Lisa Boerner, Purchasing Manager
[name], Buyer

ATTEST:

_____ _____
Michelle Ascencion, Date
City Clerk (only if Mayor signs)

APPROVED AS TO FORM:

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

J.T.Z., INC.

_____ _____
Tony Franco, President Date

_____ _____
Jerrie Franco, Secretary Date

[1] The City Council must authorize and the Mayor must sign any agreement over $175,000 annually. The City Manager may authorize and sign any agreement over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign any agreement up to $100,000 annually. A Buyer may authorize and sign any agreement up to $25,000 annually.

SCOPE OF SERVICES EXHIBIT

1. Vendor shall provide hauling services only upon request of the City. Vendor shall haul recycled glass from the City's Del Norte Regional Recycling and Transfer Station (Del Norte Facility) to Strategic Materials, Inc. (Strategic Materials) in Vernon, CA. If the City designates a recycled glass processor not identified in this Exhibit, the Vendor shall provide the City with its rate per bin hauled to that processor.

2. Vendor shall tarp cover the roll-off boxes and remove and haul recycled glass from the Del Norte Facility. Prior to each collection, Vendor must receive an outbound weight ticket before exiting the Del Norte Facility. Vendor shall weigh-in at the Del Norte Facility's scale house for truck tare weight and weigh-out each load of glass. Vendor shall utilize a tractor with the capacity to transport two (2) roll-off bins simultaneously or use a hitch between roll-off bins. Vendor is responsible for staging its roll-off metal bins. Bin dimensions shall either be10 or 13.4 cubic yards. Del Norte Facility personnel will load the bins. The Vendor shall supply up to ten (10) roll-off boxes upon the City's request.

3. Vendor shall provide the City with a weight ticket identifying the tonnage hauled by the Vendor to Strategic Materials. Vendor shall provide the City with tare weights of tractors and bins. For tare purposes, the fuel tank shall be full when weighing the tractor for its net weight.

4. The Del Norte Facility hours are 5:30 a.m. to 5:00 p.m., Monday through Saturday. Vendor shall follow all laws, regulations, safety rules and practices at the Del Norte Facility and at Strategic Materials.

5. Vendor shall maintain tractors and bins in a legal, safe and optimum manner to meet the requirements of this Scope of Services. Vendor's tractors and bins shall be clean and in good mechanical and operational condition at all times. The Vendor shall ensure tractors and bins have a good appearance. Upon the City's request, the Vendor shall provide the City with a copy of the certification that verifies safety audits performed by California Highway Patrol or Bi-Annual Terminal "BIT" inspections on the Vendor's tractors. Upon request, the City shall inspect the Vendor's tractors and the Vendor shall provide maintenance records of tractors providing hauling service under this Agreement.

6. If the City deems necessary, the Vendor shall repair, at the Vendor's expense, any item on any tractor. The Vendor shall repair the item within a reasonable time so that hauling service is not adversely impacted.

7. Vendor shall provide the City with the bin numbers and the Vehicle Identification Number (VIN) of each tractor.

RATES AND COSTS EXHIBIT

1) Vendor shall furnish all labor, materials, supplies and equipment to fulfill the Scope of Services. Vendor shall provide per bin and cost per bin hauled as indicated in the table below.

Per Bin	Haul Fee Per Bin
10 or 13.4 cubic yard bin	**$300.00**

2) In the unlikely event that the City asks the Vendor to transport non-baled, loose recyclable material to a designated recycling facility, other than that specified in the Scope of Services, the Vendor may propose a per ton haul fee different than the fee listed above. The City reserves the right to accept or reject this fee and consider fair market and competitive alternatives to ensure a best value. The Vendor will not haul the material to the other site until the City has accepted the Vendor's fee proposal in writing.

INSURANCE EXHIBIT

INSURANCE REQUIREMENTS FOR CONSULTANTS (WITHOUT ERRORS AND OMISSIONS REQUIREMENT)

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto";

c. Workers' compensation insurance in compliance with the laws of the State of California, and employer's liability insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

2. Consultant shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements affecting coverage required by this Exhibit INS-B. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Consultant agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-B or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available. CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its

City Council, officers, employees and volunteers, or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Consultant shall also be applicable to Consultant's subconsultants. Consultant agrees to maintain appropriate agreements with subconsultants and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notes of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-B.doc

Agreement No. 8445-18-PW

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE PRODUCTS COMP/OP AGG PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED. EXPENSE (Any one person)	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $ $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000 $ $ $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	 $1,000,000 $1,000,000 $1,000,000
A	**OTHER**					

SAMPLE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

Agreement No. 8445-18-PW

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION

Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE Included in Limits / In Addition to Limits

Deductible Self-Insured Retention (check which) of $ _____ with an Aggregate of $_____ coverage. Per Occurrence

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
- COMMERCIAL GENERAL LIABILITY — Claims Made
- COMPREHENSIVE GENERAL LIABILITY — Retroactive Date _____
- OWNERS & CONTRACTORS PROTECTIVE — Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
GENERAL		
PRODUCTS/COMPLETED OPERATIONS		
PERSONAL & ADVERTISING INJURY		
FIRE DAMAGE		
_____		
_____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name: _____
Address: _____
_____
Telephone: ( ) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Agreement No. 8445-18-PW

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE Included in Limits / In Addition to Limits

Deductible Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. Per Occurrence Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

COMMERCIAL AUTO POLICY

BUSINESS AUTO POLICY

OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: ()____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED**. The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED**. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST**. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE**. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES**. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE**. This policy, if primary, affords coverage at least as broad as:

   Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

   If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No._____
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

Broker/Agent Underwriter _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Agreement No. 8445-18-PW

LIVING WAGE POLICY EXHIBIT

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, Vendor shall pay those employees who provide services to the City under contract:

(a) Effective October 1, 2002, at least $9.00 an hour for the time during which the employee is providing services to the City;

(b) Effective July 1, 2003, at least $9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;

(c) Effective July 1, 2004, at least $10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and

(d) Effective July 1, 2005, at least $12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.

2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers.

3. A service contractor executing a service contract with the City for which the City will pay the contractor $25,000 or more during the contract term shall be subject to the Living Wage Policy.

4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is $25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.

5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.

7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.

8. If Vendor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.

9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.

10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.

11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.

12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as the Living Wage Policy Exhibit. While this Agreement is in effect, Vendor shall pay such employee no less than $15.67 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.

C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2018

b. a. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **$15.67 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2019, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.

c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.

d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of $500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

e. The foregoing requirements are restated on page 5 of the Agreement for Trade Services.

Agreement No. 8445-18-PW

PREVAILING WAGES EXHIBIT

1. Vendor acknowledges that the Project defined in the Agreement between Vendor and City is a "public work" as defined in Division 2, Part 7, Chapter 1 of the California Labor Code ("Chapter 1"), and that this Agreement is subject to Chapter 1 and the rules and regulations established by the Director of Industrial Relations ("DIR") implementing such statutes. Vendor shall perform the Project as a public work. Vendor shall comply with and be bound by all the terms, rules and regulations described in Chapter 1 and the DIR's rules and regulations as though set forth in full herein.
2. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Vendor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Vendor shall post such rates at each job site covered by this Agreement.
3. Vendor is required to post job site notices, as prescribed by regulation. See Labor Code Section 1771.4(a)(2).
4. Vendor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Vendor shall, as a penalty to City, forfeit not more than $200 for each calendar day or portion thereof for each worker paid less than the DIR's determined prevailing rates for the work or craft in which the worker is employed pursuant to this Agreement by Vendor or any subcontractor. The Labor Commissioner shall determine the amount of the penalty as described in Section 1775.
5. Vendor shall comply with Labor Code Section 1776, which requires Vendor and each subcontractor to (1) keep accurate payroll records and verify such records in writing under penalty of perjury, (2) certify and make such payroll records available for inspection, and (3) inform City of the location of the records.
6. Vendor shall comply with Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects for all apprenticeable occupations. Before commencing work under this Agreement, Vendor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding the Project, Vendor and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.
7. Vendor may not be debarred or suspended throughout the Agreement Term pursuant to Labor Code Section 1777.1 or 1777.7. If he, she or it becomes debarred or suspended in the Agreement Term, Vendor must immediately notify City.
8. Vendor is not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Vendor shall continue without interruption to stay registered and qualified to perform public work pursuant to Section 1725.5 for the duration of the term of this Agreement. This provision does not apply to construction, alteration, demolition, installation or repair work of $25,000 or less or to maintenance work of $15,000 or less.
9. Vendor acknowledges that 8 hours labor constitutes a legal day's work. Vendor shall comply with and be bound by Labor Code Section 1810.
10. Vendor shall comply with and be bound by Labor Code Section 1813 concerning penalties for workers who work excess hours. Vendor shall, as a penalty to City, forfeit $25 for each worker employed in the performance of this Agreement by Vendor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by Vendor's employees in excess of 8 hours per day and 40 hours per week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.
11. The Project listed in the Agreement is subject to compliance monitoring and enforcement by the DIR.
12. Vendor shall be responsible for each and every one of its subcontractors' compliance with Chapter 1, the DIR's rules and regulations, and Labor Code Sections 1860 and 3700. Vendor shall include in the written contract between it and each subcontractor a copy of, and a requirement that each subcontractor shall comply with, those statutory provisions. Vendor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractors' compliance, including without limitation, conducting a periodic review of the certified payroll records of each subcontractor, and upon becoming aware of the failure of the subcontractor to pay its workers the specified prevailing rate of wages, Vendor shall diligently take corrective action to halt or rectify any failure.To the maximum extent, Vendor shall hold harmless, defend (with counsel approved by the City Attorney) and indemnify City, its legislative bodies, and its officials, officers, employees and agents from any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Vendor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all attorneys' fees and other related costs. All duties of Vendor under this Section shall survive Agreement termination.

SCHEDULE OF SERVICES EXHIBIT

The City shall give the Vendor at least twenty-four (24) hours' notice by telephone or email of assignments to haul recycled glass. City shall specify the number of roll-off bins required. Vendor shall provide services within twenty-four (24) hours of the City's notice. Pursuant to Section 31 of the Agreement, the Vendor shall be excused for delays resulting from causes beyond the control of the Vendor.

The City does not guarantee that it will request the Vendor's services. The City will use the Vendor's services on an on-call basis only, pursuant to the terms, conditions and Scope of Services of this Agreement.

Vendor must be available to perform the requirements of the Scope of Services at the City's request. Refusal by the Vendor may be interpreted by the City as non-performance and breach of this Agreement, pursuant to Section 14 of the Agreement.

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 10**

DATE: February 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Award Agreement A-8122 to Unlimited Engineering Contracting for Durley Park Improvement Project.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council:
1. Award and authorize the Mayor to execute Agreement No. A-8122 in the amount of $433,484 with Unlimited Engineering Contracting, Inc. for the Durley Park Improvement Project PW 19-41;
2. Approve $43,440 for Project contingency for the Durley Park Improvement Project; and
3. Approve $14,000 for technical engineering support, inspection, survey and project management (City staff) for the Durley Park Improvement Project.

BACKGROUND

The Department of Housing and Community Development (HCD) awarded the City of Oxnard with a Housing Related Parks Program funding grant. Durley Park is located within the Kamala Neighborhood and was approved as one of the park projects which met the criteria of the HCD program. City Council approved funding of the project from HCD grant funds and Measure O funds on November 14, 2017.

The specific work for this project includes furnishing all necessary labor, materials, equipment and other incidentals to install benches and a new play structure and resilient surface playground surface at Durley Park. This project also includes removal of the existing play structure and related concrete, landscape repairs and replacement, and temporary fencing around the site during construction.

The work is tentatively scheduled to begin in late February and be completed by March 30, 2019.

DISCUSSION

The notice inviting formal bids (NIFB) on the project was published on December 20, 2018, and all bids were due on January 8, 2018. The City received the bids listed below:

Unlimited Engineering Contracting, Inc.:	$433,484
FS Contractors, Inc.:	$453,362.50
RE Schultz Construction, Inc.:	$522,355
Landscape Support Services:	$545,486
Pacific Tennis Courts	$555,550
CS Legacy Construction:	$569,644
STL Landscape, Inc.:	$779,750

The lowest bidder was Unlimited Engineering Contracting, Inc., (UEC), and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from UEC and verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that the contractor is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Therefore, staff recommends that the City Council award the contract for this project to UEC.

Additionally, $43,440 is needed for project contingency and $14,000 to perform technical engineering support, inspection, survey and project management services (City staff) during construction. The total estimated cost of the project is $490,924.

STRATEGIC PRIORITIES

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

There is sufficient funding from the State HCD Grant (Fund 178) available in the Durley Park Improvement Project No. 185702 in the amount of $492,696.

Prepared by Renee Hatcher, Construction Project Coordinator.

ATTACHMENTS:

Attachment A - Bid Tabulation

Attachment B - Agreement A-8122 with Unlimited Engineering Contracting, Inc.

This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

DURLEY PARK IMPROVEMENT PROJECT PW 19-41

Owner: City of Oxnard

Bid Opening: 1/8/19				Unlimited Enginering Contracting, Inc.	FS Contractors, Inc	RE Schultz Construction, Inc.
				456 Laguna Way Simi Valley, CA 93065	14838 Bledsoe Street Sylmar, CA 91342	1767 N. Batavia Street Orange, CA 92865
				#1	**#2**	**#3**
Item #	***Item Description***	***Unit of Measure***	***Quantity***	***Unit Price***	***Unit Price***	***Unit Price***
1	Mobilization/Demobilization (no greater than 5% of total Bid)	LS	1	$18,500.00	$15,000.00	$25,000.00
2	Storm Water Pollution Prevention Plan	LS	1	$1,500.00	$3,000.00	$1,200.00
3	Clearing And Grubbing	LS	1	$7,500.00	$5,000.00	$18,150.00
4	Concrete and Misc., Removals	LS	1	$15,000.00	$5,000.00	$3,500.00
5	Temporary Fencing and Protection	LS	1	$1,500.00	$3,000.00	$2,500.00
6	Concrete Sub Base Under Resilient Surfaces	SF	5500	$44,880.00	$35,750.00	$41,250.00
7	Concrete Walls & Paving	SF	1225	$12,250.00	$10,412.50	$18,375.00
8	Resilient Playground Surfaces	SF	5,500	$90,000.00	$148,500.00	$134,860.00
9	Play Area Equipment	LS	1	$210,000.00	$200,000.00	$243,120.00
10	Benches	EA	4	$3,200.00	$6,000.00	$6,000.00
11	Trash Receptacles	EA	1	$750.00	$1,500.00	$3,500.00
12	Picnic Tables	EA	2	$3,000.00	$4,000.00	$3,800.00
13	Irrigation System	LS	1	$10,000.00	$4,000.00	$9,500.00
14	Planting Trees	EA	3	$4,500.00	$3,000.00	$5,000.00
15	Planting Lawn	SF	2,400	$5,904.00	$7,200.00	$3,600.00
16	Landscape Maintenance	LS	1	$5,000.00	$2,000.00	$3,000.00
		Submitted Amount		$433,484.00	$453,362.50	$522,355.00
		Verified Amount		$433,484.00	$453,362.50	$522,355.00
				Unlimited Enginering Contracting, Inc.	FS Contractors, Inc	RE Schultz Construction, Inc.
		Subcontractors List		None	Sun Country Playgrounds	None

Landscape Support Services	Pacific Tennis Courts	CS Legacy Construction, Inc.	STL Landscape, Inc.
15260 Ventura Blvd Suite 1150 Sherman Oaks, CA 91403	530 Los Angeles Ave Suite 115-320 Moorpark, CA 93021	1704 Unit B S. Grove Avenue Ontario, CA 91761	8122 Compton Los Angeles, CA 90001
#4	**#5**	**#6**	**#7**
Unit Price	***Unit Price***	***Unit Price***	***Unit Price***
$15,960.00	$27,000.00	$34,588.00	$40,000.00
$8,258.00	$5,500.00	$6,003.00	$5,000.00
$5,458.00	$10,000.00	$9,672.00	$10,000.00
$25,552.00	$10,000.00	$3,296.00	$35,000.00
$5,389.00	$3,500.00	$4,233.00	$7,500.00
$47,967.00	$18,000.00	$45,100.00	$82,500.00
$14,626.00	$5,500.00	$12,250.00	$12,250.00
$120,006.00	$85,000.00	$128,260.00	$220,000.00
$263,338.00	$338,555.00	$275,573.00	$280,000.00
$6,218.00	$8,000.00	$4,652.00	$8,000.00
$3,734.00	$2,500.00	$3,008.00	$2,000.00
$3,670.00	$6,500.00	$2,900.00	$5,000.00
$7,959.00	$15,000.00	$24,388.00	$50,000.00
$6,574.00	$4,500.00	$2,766.00	$4,500.00
$6,346.00	$6,000.00	$2,688.00	$12,000.00
$4,431.00	$10,000.00	$10,267.00	$6,000.00
$545,486.00	$555,555.00	$569,644.00	$779,750.00
$545,486.00	$555,555.00	$569,644.00	$779,750.00

Landscape Support Services	Pacific Tennis Courts	CS Legacy Construction, Inc.	STL Landscape, Inc.
Sof Surfaces USA, Inc. Tot Lot Pros	None	Sof Surfaces USA Venco Western, Inc.	Robertson Recreational Surfaces Central Coast Playgrounds

CONTRACT

CITY OF OXNARD CONTRACT FOR
DURLEY PARK IMPROVEMENT PROJECT PW 19-41

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and UNLIMITED ENGINEERING CONTRACTING, INC. ("Contractor"). Contractor's license number is 966591.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Grant Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Durley Park Improvement Project PW 19-41 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of four hundred thirty three thousand four hundred eighty four dollars ($433,484) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance

in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

[signatures on following page]

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

UNLIMITED ENGINEERING CONTRACTING, INC.

Kevin Carter, CEO[2] Date

Kristina Carter, Secretary Date

[1] The City Council must authorize and the Mayor must sign a public project agreement over $200,000 annually. The City Manager may authorize and sign any agreement up to $200,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to $100,000 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.

INS –D
INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City.

1 Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-D. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. A-8122
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-D or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed).** Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk

Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

1/19

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER A SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $1,000,000 PRODUCTS COMP/OP AGG. $1,000,000 PERSONAL & ADV. INJURY $1,000,000 EACH OCCURRENCE $1,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage $1,000,000 Each consultant/ & listed sub-consultant $500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No A-8122
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

SAMPLE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY
☐ COMPREHENSIVE GENERAL LIABILITY
☐ OWNERS & CONTRACTORS PROTECTIVE

☐ Claims Made
Retroactive Date _____
☐ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☐ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐ _____		
☐ _____		

Underwriter=s representative for claims pursuant to this insurance.

CLAIMS:
Name:_____
Address: _____
Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or

If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8122
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ ____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Rev. 1/19

INS-I

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits
☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

☐ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: ( )_____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No A-8122
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE

☐ Broker/Agent ☐ Underwriter ☐ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as Durley Park Improvement Project PW 19-41

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as DURLEY PARK IMPROVEMENT PROJECT PW 19-41.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY OF OXNARD

BID SHEETS FOR DURLEY PARK IMPROVEMENT PROJECT

SPECIFICATION NO. PW 19-41

Bidder's Name: Unlimited Engineering Contracting Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

ITEM NO.	DESCRIPTION	PAYMENT REFERENCE	UNIT OF MEASURE	EVALUATION QUANTITY	TOTAL
1.	Mobilization/Demobilization (no greater than 5% of total bid)	1000-3	LS	1	$ 18,500.00
2.	Stormwater Pollution Prevention Plan	1002-3	LS	1	$ 1,500.00
3	Clearing and Grubbing	1003-2	LS	1	$ 7,500.00
4	Concrete and Miscellaneous Removals	1004-4	LS	1	$ 15,000.00
5	Temporary Fencing and Protection	1005-4	LS	1	$ 1,500.00
6	Concrete Sub Base under resilient surfaces	1006-4	SF	5500	$ 44,880.00
7	Concrete walks & paving	1006-4	SF	1225	$ 12,250.00
8	Resilient Playground Surfaces	1007-4	SF	5500	$ 90,000.00
9	Play Area Equipment	1008-4	LS	1	$ 210,000.00
10	Benches	1009-4	EA	4	$ 3,200.00
11	Trash receptacles	1009-4	EA	1	$ 750.00

12	Picnic Tables	1009-4	EA	2	$ 3,000.00
13	Irrigation System	1010-4	LS	1	$ 10,000.00
14	Planting-Trees	1010-4	EA	3	$ 4,500.00
15	Planting-Lawn	1010-4	SF	2400	$ 5,904.00
16	Landscape Maintenance	1011-4	LS	1	$ 5,000.00
				TOTAL AMOUNT	$ 433,484.00

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE IN DIGITS: $ 433,484.00

TOTAL BID PRICE IN WORDS: Four Hundred Thirty Three Thousand Four Hundred Eighty Four Dollars Even

Contractor must complete all Work within forty (40) Working Days of the City's Notice to Proceed or by but not later than April 1, 2019, whichever is earlier in time.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:	Addendum:	Date Received:
#01	1-31-2018	#05	
#02		#06	
#03		#07	
#04		#08	

Bidder's Name (Company): Unlimited Engineering Contracting Inc.

Signature: _____ Title: President

Print: Kevin Carter Date: 1-8-2019

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 11**

DATE: February 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Approve Revised Purchase Order with Consolidated Fabricators Corporation.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council:
1. Approve and authorize the Mayor to execute revised Purchase Order No. 7116 with Consolidated Fabricators Corporation for an additional $700,000 for a new not-to-exceed amount of $875,000 for the supply and delivery of commercial waste and recycle containers; and
2. Approve the appropriation of funds in the amount of $700,000 from Environmental Resources Operating Fund Balance to the Environmental Resources Operating Budget for Commercial Collection to provide for the purchase of the containers.

BACKGROUND

The State of California's AB341 mandates that businesses which generate four (4) or more cubic yards of waste per week or multi-family properties with five (5) or more units subscribe to recycling services. On September 24, 2018, the City solicited a competitive Request for Bid, #PW19-08R, for commercial and industrial containers, which will enable the City to meet the state requirement. The bid document was posted on the City's website and PublicPurchase.com. Twenty-four (24) vendors received the bid notification via the Public Purchase website and two vendors responded with bids by the October 4, 2018 deadline. Among the two bids received, Consolidated Fabricators Corporation submitted the lowest responsive bid. On November 19, 2018, the City Manager approved Purchase Order 7116 with Consolidated Fabricators for the amount not-to-exceed $175,000 for commercial and industrial refuse and recycling containers.

DISCUSSION

At this time, the Environmental Resources Division is recommending the purchase of an additional 1,000 commercial containers to be delivered by the end of April 30, 2019. This change to Purchase Order No. 7116 will increase the not exceed amount from $175,000 to $875,000, an increase of $700,000. The acquisition of commercial containers will allow the Environmental Resources Division to comply with State mandates and continue regular commercial collection efforts. Containers are also needed to replace and replenish container inventory in the commercial collection operations. All 1,000 containers are expected to be received by April 30, 2019.

STRATEGIC PRIORITIES

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

Goal 5. Ensure orderly development and long-range conservation and management of our natural resources and coastal assets.

Objective 5a. Develop and implement a sustainability program.

FINANCIAL IMPACT

Funding in the amount of $700,000 will be required from the Environmental Resources Operating Fund Balance to the Environmental Resources Operating Budget for Commercial Collection Minor Equipment (Account Number 631-6308-843-8134) to provide for the purchase of the containers. With this recommendation, the FY19 estimated unassigned fund balance for Environmental Resources Operating Fund 631 is $25.3 million.

COMMITTEE OUTCOME

The Public Works & Transportation Committee voted 3-0 on 1/22/2019 to approve staff recommendation and to forward the item for Council approval.

Prepared by Grant Dunne, Management Analyst III.

ATTACHMENTS:

Attachment A - Purchase Order No. 7116

Attachment B - PO 7116 Budget Appropriation

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007116

DATE: 1/15/2019

VENDOR PHONE: (800)339-8335
VENDOR FAX: (323)586-4516
VENDOR #: 1234
VENDOR ADDRESS: CONSOLIDATED FABRICATORS CORP.
14620 ARMINTA ST.
VAN NUYS, CA 91402

SHIP TO: ENVIRONMENTAL RESOURCES
DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
11/07/2018	0000004275	11/07/2018	

FOB	ACCOUNT NUMBER	AUTHORIZED BY
	Multiple Accounts	PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST
		CHANGE ORDER 1		
1	100,000.00 / DL	REFUSE METAL BINS	1.0000	100,000.00
2	75,000.00 / DL	REFUSE METAL	1.0000	75,000.00
3	700,000.00 /DL	ADDITIONAL 1,000 REFUSE METAL BINS FOR APRIL 2019 DELIVERY. 700 - 2-YARD CONTIANERS AT $546 PER CONTAINER 300 - 4-YARD CONTAINERS AT $738 PER CONTAINER	1.0000	700,000.00

NOT TO EXCEED $175,000/ANNUALLY

150 COMMERCIAL CONTAINERS AND 18 INDUSTRIAL CONTAINERS EACH YEAR OVER A 3 YEAR PERIOD.

1/15/19 REQUEST TO INCREASE PO 7116 from $175,000 to $875,000, AN INCREASE BY $700,000. DELIVERY BY APRIL 30, 2019

TOTAL PURCHASE AMOUNT **$875,000.00**

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007116

DATE: 1/15/2019

VENDOR PHONE: (800)339-8335
VENDOR FAX: (323)586-4516
VENDOR #: 1234
VENDOR ADDRESS: CONSOLIDATED FABRICATORS CORP.
14620 ARMINTA ST.
VAN NUYS, CA 91402

SHIP TO: ENVIRONMENTAL RESOURCES

DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
11/07/2018	0000004275	11/07/2018	

FOB	ACCOUNT NUMBER	AUTHORIZED BY
	Multiple Accounts	PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDER

CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

PURCHASE ORDER NO. 007116

DATE: 1/15/2019

VENDOR PHONE: (800)339-8335
VENDOR FAX: (323)586-4516
VENDOR #: 1234
VENDOR ADDRESS: CONSOLIDATED FABRICATORS CORP.
14620 ARMINTA ST.
VAN NUYS, CA 91402

SHIP TO: ENVIRONMENTAL RESOURCES

DEL NORTE RECYCLING CTR.
111 DEL NORTE BLVD.
OXNARD, CA 93030

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
11/07/2018	0000004275	11/07/2018	

FOB	ACCOUNT NUMBER	AUTHORIZED BY
	Multiple Accounts	PATRICIA GARCIA

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

Account	Project	Amount
63163088438134		100,000.00
63163098438134		75,000.00

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
   a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
      i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
      ii. Business automobile liability insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
      iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than $1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
   a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
   b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
    a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
    b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
    c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
    d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** February 5, 2019
Project/Program Environmental Resources
Manager: Todd Vasquez-Housley **Phone:** 385-7957

Reason for Appropriation:

To fund the acquisition of commercial containers to increase commercial recycling efforts as mandated by State Assembly Bill 341 also known as Mandatory Commercial Recycling and to replenish container inventory in the commercial collection operations. This acquisition is authorized by the First Amendment to Purchase Order No. 7116 in

Fund: ENVIRONMENTAL RESOURCES OPERATING FUND (631)

Expenditures / Transfers Out

Solid Waste Operating/Environmental Resources

631-6308-843-8134	Solid Waste - Commercial Collection - Supplies- Minor Equipmer	700,000
	Total Expenditures	$
	Net Change to Fund (631) Balance	**(700,000)**
	Net Appropriation Change	**(700,000)**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

SBA# (Finance Use Only)_____
BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 12**

DATE: February 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Approve a Budget Appropriation for Transformer Repairs at Oxnard Wastewater Treatment Plant.

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve a budget appropriation request to fund the replacement of a transformer at the Oxnard Wastewater Treatment Plant (OWTP) in the amount of $237,237 and other miscellaneous capital outlay items.

BACKGROUND

The Oxnard Wastewater Treatment Plant (OWTP) receives power supply from Southern California Edison (SCE) via the 66.5 kilovolt and 16 kilovolt substations located at the Wastewater Treatment Plant. The SCE power supply is further stepped down to 480 volts by the City's transformer (Transformer A).

On Thursday, December 6, 2018, there was a failure of Transformer A, which is the primary transformer in the electrical power system at OWTP, which resulted in complete power loss to half of plant operations. The OWTP immediately utilized two (2) existing emergency standby generators as backup power supply for all operations. The two (2) existing emergency standby generators were operated in lead and standby mode, meaning if the lead generator failed, the standby generator would start up automatically to provide uninterrupted power supply to the OWTP.

The existing emergency standby generators are more than 50 years old. As part of the 5-year capital improvement program, it is anticipated that the existing transformers, emergency standby

generators, and the main electrical building will be replaced with new electrical facilities. Unfortunately, the existing Transformer A failed prior to the completion of the new electrical facilities.

In the event of the emergency backup generators failure, City staff does not have a remedy to maintain operation of the OWTP, which could result in releasing untreated wastewater into the ocean. Such a release of 30 million gallons per day would create negative impacts to human health and the environment. The City could potentially be fined up to $10 per gallon per day of untreated sewage released into the ocean.

DISCUSSION

An informal public project bid process was conducted on December 31, 2018 with bids due January 9, 2018. Oilfield Electric Co. submitted the lowest responsive bid in the amount of $146,900. On January 16, 2019, the City Manager approved the Contract amount of $146,900 and project contingency of $14,690. The total project amount is $161,590.

The work is considered an operations and maintenance cost, to a fixed asset. The Capital Asset Policy, effective July 1, 2018, requires the City Council to approve all funding in the capital asset operating line items, 8606. The current budget for the OWTP line item is $747,962. In order to fund the transformer replacement, it is necessary to appropriate $161,590, plus an additional $75,647 dedicated to other equipment including a variable frequency device, a meter certification tool and a grinder, for a total appropriation of $237,237.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Funding of $237,237 is to be appropriated from the Wastewater Treatment Fund (621) to fund the repair of the transformer in the amount of $147,000 and partially cover the purchase of generator in amount of $90,237 to Wastewater Treatment System Maintenance Capital Outlay (Account 621-6205-891-8606). With this recommended appropriation, the estimated unassigned FY18-19 fund balance of the Wastewater Treatment Fund (621) is $7.4 million.

Prepared by Marsha Eubanks, Interim Administrative Services Manager

ATTACHMENTS:

Attachment A - Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works/Wastewater **Date:** February 5, 2019

Project/Program Manager: Jan Hauser **Phone:**

Reason for Appropriation:

Appropriate funds to pay for transformer repairs.

Accounts and Descriptions		**AMOUNT**
Fund: 621 - Wastewater Treatment Fund		
Expenditures/Transfers Out		
Treatment System Maintenance/Upgrades		
621-6205-891-86.06	Machinery & Equip New	237,237
	Sub-total Expenditures	237,237
	Net Change to Fund Balance	**(237,237)**

Net Appropriation Change **237,237**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)

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REQUIRES CITY COUNCIL AUTHORIZATION

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 1**

DATE: February 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Appropriation of Funds for Wastewater Treatment Plant Reliability Projects (5/5/5)

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That the City Council approve an appropriation in the amount of $2,640,532 from the Wastewater Treatment Fund 621 in the amount of $2,515,483 and Wastewater Security Contamination Fund 628 in the amount of $125,049 to fund Agreement A-7815 with AECOM Engineering for design of improvements to the projects of the Oxnard Wastewater Treatment Plant.

BACKGROUND

On December 13, 2017, the City Council approved the Second Amendment to Agreement A-7815 with AECOM Engineering in the amount of $5,785,297 for the wastewater treatment plant design and post design services. To date, $2,693,085 of the contract amount has been expensed.

The scope of the Second Amendment was for design services for the plant reliability projects. These projects include:

- Site Security Upgrades
- New Electrical Building
- New Emergency Generator
- Replacement Storage Building
- Headworks Odor Control

- Rebuild Third Cogeneration Unit
- Replacement of Remaining Belt Filter Presses (2)
- Activated Sludge Tanks Diffuser Replacement
- Inter-Stage Pumping Station Upgrades
- Replacement SCADA system
- Motor Control Center Replacement
- Site Piping Improvements

AECOM has completed approximately 60% of the final design of the reliability projects. Bid documents are being prepared for several of the projects.

DISCUSSION

Staff is requesting an appropriation of $2,640,532 to complete the wastewater design effort and the bid documents. The remaining contract amount of $451,680 is designated for engineering services during and after construction. Staff will return to City Council for the remaining appropriation at the completion of the wastewater design effort.

STRATEGIC PRIORITIES

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

Objective 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

Additional funding of $2,640,532 is to be appropriated from the Wastewater Treatment Fund (621) in the amount of $2,515,483 and Wastewater Security & Contamination Fund (628) in the amount of $125,049 to fund the design and post design of listed projects for Oxnard Wastewater Treatment Plan. With this recommended appropriation, the estimated unassigned FY18-19 fund balance of the Wastewater Treatment Fund (621) is $7.4 million and $1.7 million for Wastewater Security & Contamination Fund 628

Project No. & Description	Funding Wastewater Treatment Operating Fund 621	Funding Wastewater Security & Contamination Fund 628	Total
Project# 186605 Primary Clarifier Rehab	5,100		5,100
Project# 186606 Biotowers RehabPrimary Clarifier Rehab	13,599		13,599
Project# 186607 Activated Sludge Tank Rehab	200,000		200,000
Project# 186608 Replace Belt Filter Press	47,685		47,685
Project# 186610 Cogenerators Rehab	3,000		3,000
Project# 186613 SCADA	105,809		105,809
Project# 186614 Lab HVAC Unit	12,164		12,164
Project# 186620 Headworks Rehab & Odor Control	417,614		417,614
Project# 186621 Digesters Rehab & Cleaning	143,058		143,058
Project# 186622 Interstage & Effluent Pump	381,485		381,485
Project# 186623 Emergency Standby Generator Replacement	183,769		183,769
Project# 186624 Plant Motor Control Panel	145,797		145,797
Project# 186625 Main Electrical Building Replacement	367,538		367,538
Project# 186626 Site Piping Replacement	47,685		47,685
Project# 186628 Storage Warehouse Building	441,180		441,180
Project# 186627 WW Site Security Building		125,049	125,049
Total Recommended	**$ 2,515,483**	**$ 125,049**	**$2,640,532**

Prepared by Marsha Eubanks, Interim Administrative Services Manager

ATTACHMENTS:

Attachment A - SBA- WW Design of Reliability Projects

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** February 5, 2018
Project/Program Manager: Hoon Hahn **Phone:** 805-385-7832

Reason for Appropriation:

Appropriation necessary to complete design of the Wastewater Plant Reliability projects, Agreement A-7815 With AECOM

Accounts and Descriptions		AMOUNT
Fund: Wastewater Treatment Operating (621)		
Expenditures/Transfers Out		
Project# 186605 Primary Clarifier Rehab		
621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	5,100
Project# 186606 Biotowers RehabPrimary Clarifier Rehab		
621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	13,599
Project# 186607 Activated Sludge Tank Rehab		
621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	200,000
Project# 186608 Replace Belt Filter Press		
621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	47,685
Project# 186610 Cogenerators Rehab		
621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	3,000
Project# 186613 SCADA		
621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	105,809
Project# 186614 Lab HVAC Unit		
621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	12,164
Project# 186620 Headworks Rehab & Odor Control		
621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	417,614
Project# 186621 Digesters Rehab & Cleaning		
621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	143,058
Project# 186622 Interstage & Effluent Pump		
621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	381,485
Project# 186623 Emergency Standby Generator Replacement		
621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	183,769

BA# (Finance Use Only)_____
BA Doc# (Finance Use Only)_____

Project# 186624 Plant Motor Control Panel

621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	145,797

Project# 186625 Main Electrical Building Replacement

621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	367,538

Project# 186626 Site Piping Replacement

621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	47,685

Project# 186628 Storage Warehouse Building

621-6631-826.86-25	CAPITAL OUTLAY / ARCHITECTURAL & ENG. COST	441,180

Sub-total Expenditures	2,515,483
Net Change to Fund Balance	**(2,515,483)**

Fund: Wastewater Security & Contamination (628)

0-

Expenditures/Transfers Out

Project# 186627 WW Site Security Building

628-6631-826-25	TRANSFERS - OUT / TSFR TO WW TREATMENT OPRN	125,049

Sub-total Expenditures	125,049
Net Change to Fund Balance	**(125,049)**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

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Appropriation of Funds for Wastewater Treatment Plan Reliability Projects

February 5, 2019

CITY OF OXNARD CALIFORNIA

RECOMMENDATION

- Appropriate in the amount of $2,640,532 to fund Agreement A-7815 with AECOM Engineering for design of improvements to the project of the Oxnard Wastewater Treatment Plant
  - $2,515,483 from the Wastewater Treatment Fund 621
  - $125,049 from Wastewater Security Contamination Fund 628

BACKGROUND

- On December 13, 2017, the City Council approved the Second Amendment to the Agreement A-7815 with AECOM Engineering in the amount of $5,785,297 as part of the reliability improvement upgrades

- Scope of work includes:
  - Site Security Upgrades
  - New Electrical Building
  - New Emergency Generator
  - Replacement Storage Building
  - Headworks Odor Control
  - Rebuild Third Cogeneration Unit
  - Replacement of Remaining Belt Filter Presses (2)
  - Activated Sludge Tanks Diffuser Replacement

BACKGROUND

- Scope of work includes:
  - Inter-Stage Pumping Station Upgrades
  - Replacement SCADA System
  - Motor Control Center Replacement
  - Site Piping Improvements
  - Engineering Support During Bid Process

STATUS

- AECOM has completed approximately 60% of the final design of the reliability projects.
- The projects are scheduled to go out to bid in the summer/fall of 2019

REQUEST

- Staff is requesting this appropriation of $2,640,532 to complete the wastewater design effort and bid documents.
- This amount and scope is within the limits of the original contract

Questions

CITY OF
OXNARD
CALIFORNIA

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 2**

DATE: February 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Award Contract A-8117 with GSE Construction Company for the OWTP Emergency Repairs Project (5/5/5)

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council:
1. Award and authorize the Mayor to execute Agreement A-8117 in the amount of $4,842,300 with GSE Construction Company, Inc., for the Oxnard Wastewater Treatment Plant Emergency Repairs Project PW 18-04;
2. Approve $726,345 for project contingency for the Oxnard Wastewater Treatment Plant Emergency Repairs Project;
3. Approve $484,230 for project management, inspection, and construction management for the Oxnard Wastewater Treatment Plant Emergency Repairs Project; and
4. Approve an appropriation of $6,052,875 to new Capital Improvement Project "Oxnard Wastewater Treatment Plant Emergency Repairs" (Project No. 196602) and an Operating Transfer from Wastewater Collection Operating Fund 611 to Wastewater Treatment Operating Fund 621 in the amount of $6,000,000.

BACKGROUND

On May 23, 2017, City Council approved a wastewater rate adjustment along with a five year capital improvement plan (CIP). A recent condition assessment of the Oxnard Wastewater Treatment Plant (OWTP) has documented 40% of the facility to be in poor or very poor condition, with 72% at a moderate, high or very high risk of experiencing failures. The City's overall objective is to reduce the failure risk of all facilities to low or very low. However,

understanding the current funding limitations, the CIP is prioritized to reduce the highest risk facilities to a moderate or low risk grade. The CIP is prioritized as follows:

- Years 1 - 2: Repair high risk facilities which have been identified as a health and safety concerns or urgent need to maintain plant functionality.
- Years 3 - 5: Rehabilitation activities necessary to maintain required minimum redundancy and treatment facility.

DISCUSSION

On September 20, 2018, the City issued a Notice Inviting Formal Bids (NIFB) on the Years 1-2 high risk facilities. The specific work for this project includes: primary clarifier improvements and walkway bridge replacements; a new chemically enhanced primary treatment (CEPT) facility; structural improvements to the bio-towers; replacement of four (4) belt filter presses and related controls; a new heating, ventilation and air conditioning (HVAC) system for the laboratory facility; and a new sprinkler system for solids processing building.

On November 20, 2018, the City received four bids. The bid results are as follows:

GSE Construction Company, Inc.:	$4,842,300
Cushman Contracting Corporation:	$5,114,500
Stanek Constructors, Inc.:	$5,637,000
Environmental Construction, Inc.:	$7,610,286

The lowest bidder is GSE Construction Company, Inc., (GSE) and its bid is responsive to the City's NIFB. Following this determination, staff reviewed all documentation received from GSE and its subcontractors. Staff verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, and verified registration with the California Department of Industrial Relations (DIR). Staff has no reason at this time to believe that either the contractor or its subcontractor are not legally responsible, which means trustworthy, fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this Project to GSE Construction Company, Inc.

Additional funds needed for the project are estimated in the amount of $1,210,575 which includes $726,345 (15% of the contract costs) for project contingency and $484,230 (10% of the contract cost) for construction management and inspection services. Though the design team did their best to identify the necessary upgrades for this project, due to the existing condition of the facility, which is in poor condition as stated above, 15% contingency is necessary to address the unforeseen conditions. The total estimated cost of the project is $6,052,875.

STRATEGIC PRIORITIES

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

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

FINANCIAL IMPACT

The award of contract for the new Capital Improvement Project "Oxnard Wastewater Treatment Plant Emergency Repairs" (Project No. 196602) requires an appropriation of $6,052,875 from the Wastewater Treatment Operating Fund (621). To provide sufficient funding for the appropriation from Wastewater Treatment Operation Fund 621, an operating transfer of $6,000,000 from the Wastewater Collection Operating Fund (611) is required. With tonight's recommendations, the FY19 estimated unassigned fund balance for the Wastewater Collection Operating Fund 611 is $13.3 million and Wastewater Treatment Operating Fund 621 will be $7.4 million.

COMMITTEE OUTCOME

The Public Works & Transportation Committee voted 3-0 on 1/22/2019 to approve staff recommendation and to forward the item for Council approval.

Prepared by Renee Hatcher, Construction Project Coordinator

ATTACHMENTS:

Oxnard Wastewater Treatment Plant Emergency Repairs Project Bid Tabulation

Agreement A-8117 with GSE Construction

SBA- WW Construction of Emergency Repairs

This is a tabulation of bid results not an offer of award or contract. The City reserves the right to reject all bids.

Oxnard Wastewater Treatment Plant Emergency Repairs Project PW 18-04

Owner: City of Oxnard

Bids Received: 11/20/18

GSE Construction Company, Inc.
6950 Preston Avenue
Livermore, CA 94551
#1

Item #	*Description*	*Unit*	*Estimated Quantity*	*Unit Price*	*Extended Amount*
1	Mobilization and demobilization (5% maximum of Total Bid Price).	Lump Sum	LS	$240,300.00	$240,300.00
2	Primary Clarifier Improvements: Replace launders, launder supports, weirs, and scum baffles	Each	4	$225,500.00	$902,000.00
3	Primary Clarifier #4 Walkway Bridge Replacement	Lump Sum	LS	$86,000.00	$86,000.00
4	Install Chemically Enhanced Primary Treatment (CEPT) Facility	Lump Sum	LS	$427,000.00	$427,000.00
5	Acid wash and waterblast surface of Bio-towers.	Square Feet	12,000	$4.00	$48,000.00
6	Bio-tower #1 Modifications.	Lump Sum	LS	$47,000.00	$47,000.00
7	Bio-tower #2 Modifications.	Lump Sum	LS	$35,000.00	$35,000.00
8	Replace Belt Filter Presses with Remanufactured Belt Filter Presses	Each	4	$559,000.00	$2,236,000.00
9	Salvage value for Belt Filter Press	Each	4	-$11,000.00	-$44,000.00
10	Belt Filter Press Building Conveyor Parts	Lump Sum	LS	$82,000.00	$82,000.00
11	Laboratory Air Handling System Improvements	Lump Sum	LS	$237,000.00	$237,000.00
	Base Amount Total				$4,296,300.00
Additive Bid Item 1					
1	Solids Processing Building Sprinkler System Piping	Lump Sum	LS	$81,000.00	$81,000.00
Additive Bid Item 2					
2	Primary Clarifier #2 Walkway Bridge Replacement	Lump Sum	LS	$86,000.00	$86,000.00
Additive Bid Item 3					
3	Primary clarifier access ladder and support	Each	12	$24,000.00	$288,000.00
Additive Bid Item 4					
4	Variable Frequency Motor Controllers – Sludge Transfer Pumps	Each	4	$18,500.00	$74,000.00
Additive Bid Item 5					
5	Waterproof coating of Bio-towers	Square Feet	2500	$6.80	$17,000.00
			Total Bid Submitted		**$4,842,300.00**
			Total Bid Verified		**$4,842,300.00**

	GSE Construction Company, Inc.
Subcontractors:	Harwood Construction National Coating & Lining RJ Fire Spinkler Systems Untied Mechanical Contractors, Inc. Taft Electric Company

Cushman Contracting Corporation		Stanek Constructors, Inc.		Environmental Construction, Inc.	
P. O. Box 147 Goleta, CA 93116		701 Palomar Airport Road, Suite 280 Carlsbad, CA 92011		21550 Oxnard Street, Suite 1060 Woodland Hills, CA 91367	
#2		**#3**		**#4**	
Unit Price	***Extended Amount***	***Unit Price***	***Extended Amount***	***Unit Price***	***Extended Amount***
$220,000.00	$220,000.00	$150,000.00	$150,000.00	$355,390.00	$355,390.00
$287,000.00	$1,148,000.00	$320,000.00	$1,280,000.00	$537,000.00	$2,148,000.00
$86,600.00	$86,600.00	$95,000.00	$95,000.00	$195,134.00	$195,134.00
$319,300.00	$319,300.00	$540,000.00	$540,000.00	$397,488.00	$397,488.00
$4.50	$54,000.00	$5.00	$60,000.00	$5.00	$60,000.00
$92,000.00	$92,000.00	$190,000.00	$190,000.00	$120,440.00	$120,440.00
$68,000.00	$68,000.00	$130,000.00	$130,000.00	$85,600.00	$85,600.00
$575,000.00	$2,300,000.00	$550,000.00	$2,200,000.00	$793,219.00	$3,172,876.00
-$10,000.00	-$40,000.00	-$10,000.00	-$40,000.00	-$10,000.00	-$40,000.00
$81,700.00	$81,700.00	$70,000.00	$70,000.00	$95,000.00	$95,000.00
$247,100.00	$247,100.00	$275,000.00	$275,000.00	$196,364.00	$196,364.00
	$4,576,700.00		$4,950,000.00		$6,786,292.00
$69,000.00	$69,000.00	$200,000.00	$200,000.00	$112,000.00	$112,000.00
$81,300.00	$81,300.00	$95,000.00	$95,000.00	$195,134.00	$195,134.00
$24,500.00	$294,000.00	$25,000.00	$300,000.00	$34,405.00	$412,860.00
$19,000.00	$76,000.00	$18,000.00	$72,000.00	$21,000.00	$84,000.00
$7.00	$17,500.00	$8.00	$20,000.00	$8.00	$20,000.00
	$5,114,500.00		**$5,637,000.00**		**$7,610,286.00**
	$5,114,500.00		**$5,637,000.00**		**$7,610,286.00**

Cushman Contracting Corporation	Stanek Constructors, Inc.	Environmental Construction, Inc.
Oilfield Electric Smith Electric Service National Coating & Lining Company RJ Fire Sprinkler Hardwood Construction, Inc.	National Coating & Lining Company Harwood Construction Taft Electric Company United Mechanical Contractors Cosco Fire Protection	National Coating & Lining Company Harwood Construction Anderson Air Conditioning Taft Electric

CITY OF OXNARD CONTRACT FOR
OXNARD WASTEWATER TREATMENT PLANT EMERGENCY REPAIRS PROJECT
PW 18-04

THIS CONTRACT ("Contract") is made and entered this _____ day of _____, 20___ ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and GSE Construction Company, Inc. ("Contractor"). Contractor's license number is 401498.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. Incorporation. The Contract consists of all Contract Documents, which shall include the Notice Inviting Bids, Instructions to Bidders, General Provisions, Special Provisions, Plans, Standard Plans, Greenbook, Reference Specifications, Bid (including documentation accompanying the Bid and post-Bid documentation submitted before the notice of award), insurance documentation, Bonds, the City business license, permits from regulatory agencies, Addenda, Change Orders and Supplemental Agreements. These documents are incorporated herein by reference.

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Oxnard Wastewater Treatment Plant Emergency Repairs Project PW 18-04 ("Project"), as described in this Contract and in the incorporated Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of four million eight hundred forty two thousand three hundred dollars ($4,842,300) in accordance with the prices as submitted in the Bid, attached hereto as Exhibit "B" and incorporated herein by this reference.

4. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

5. Prevailing Wages. City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. Copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Project are on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.

6. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

9. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project, and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

10. Amendment. No Contract modification, amendment or supplement to this Contract other than Change Orders will be binding unless written and signed by the parties' duly authorized representatives.

11. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

(signatures on following page)

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

CITY OF OXNARD

☒ Tim Flynn, Mayor[1] Date
☐ Alexander Nguyen, City Manager
☐ Rosemarie Gaglione, Public Works Director
☐ Lisa Boerner, Purchasing Manager

ATTEST:

Michelle Ascencion, City Clerk (only if Mayor signs) Date

APPROVED AS TO FORM:

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

GSE CONSTRUCTION COMPANY, INC.

Orlando Gutierrez, CEO[2] Date

Sue Gutierrez, Secretary Date

[1] The City Council must authorize and the Mayor must sign a public project agreement over $175,000 annually. The City Manager may authorize and sign any agreement up to $175,000 annually. The Public Works Director and Purchasing Manager may each authorize and sign a public project agreement up to $100,000 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.

Exhibit INS-G

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

   a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;
   b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"
   c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than $1,000,000, with neither Contractor nor listed subcontractors having less than $500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one year extended reporting period, or longer upon request.
   d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant.

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

   City of Oxnard
   Insurance Compliance
   Reference No. A-8117
   P.O. Box 100085 – OX
   Duluth, GA 30096
   Via Email: cityofoxnard@ebix.com
   Via Fax: 678-259-1007

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages **(this must be endorsed)**. Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City=s practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-G.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODESUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE

COMPANY LETTER B

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE $2,000,000 PRODUCTS COMP/OP AGG. $2,000,000 PERSONAL & ADV. INJURY $2,000,000 EACH OCCURRENCE $2,000,000 FIRE DAMAGE (Any one fire) $ MED. EXPENSE (Any one person) $
A	**AUTOMOBILE LIABILITY** [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT $1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE $
A	**EXCESS LIABILITY** UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE $ AGGREGATE $
A	**WORKERS' COMPENSATION** AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT $1,000,000 DISEASE-POLICY LIMIT $1,000,000 DISEASE-EACH EMPLOYEE $1,000,000
A	**OTHER** Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage $1,000,000 Each consultant/ $500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8117
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~ENDEAVOR TO~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.~~

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
❒ COMMERCIAL GENERAL LIABILITY ❒ Claims Made
❒ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
❒ OWNERS & CONTRACTORS PROTECTIVE ❒ Occurrence

OTHER PROVISIONS

COVERAGES

	LIABILITY LIMITS IN THOUSANDS $	
	EACH OCCURRENCE	AGGREGATE
❒ GENERAL		
❒ PRODUCTS/COMPLETED OPERATIONS		
❒ PERSONAL & ADVERTISING INJURY		
❒ FIRE DAMAGE		
❒ _____		
❒ _____		

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.
Name: _____
Address: _____
_____
Telephone: (_____)

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2 **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3 **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4 **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5 **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6 **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

2.1 Insurance Services Office Commercial General Liability Coverage, Aoccurrence@ form CG0001; or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8117
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required)

Telephone: ( ) Date Signed _____

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the ACity@)

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)

PRODUCER

Telephone:

NAMED INSURED

POLICY INFORMATION:
Insurance Company:
Policy No.:
Policy Period: (from) (to)
LOSS ADJUSTMENT EXPENSE ❒ Included in Limits
❒ In Addition to Limits

❒ Deductible ❒ Self-Insured Retention (check which) of $ _____
with an Aggregate of $_____ applies to _____
coverage. ❒ Per Occurrence ❒ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ❒ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

❒ COMMERCIAL AUTO POLICY

❒ BUSINESS AUTO POLICY

❒ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY

$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter=s representative for claims pursuant to this insurance.

Name: _____

Address: _____

_____

Telephone: (____) _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1 **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured=s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.

3 **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company=s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

4 **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.

5 **PROVISIONS REGARDING THE INSURED=S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.

6 **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

2.1 Insurance Services Office Automobile Liability Coverage, Aoccurrence" form CA0001, code (Aany auto@); or

2.2 If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Insurance Compliance
Reference No. A-8117
P.O. Box 100085 – OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

AUTHORIZED REPRESENTATIVE
❒ Broker/Agent ❒ Underwriter ❒ _____

I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____

(original signature required)

Telephone: ( ) Date Signed _____

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____
_____
_____("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as OXNARD WASTEWATER TREATMENT PLANT EMERGENCY REPAIRS PROJECT PW 18-04.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Payment Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and our heirs, assignees, successors, executors and administrators are held and firmly bound, jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its Subcontractors, or both the principal and its Subcontractors pursuant to

Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as OXNARD WASTEWATER TREATMENT PLANT EMERGENCY REPAIRS PROJECT. PW 18-04.

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____,

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____ ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____ _____Dollars ($_____), this amount being not less than a hundred percent (100%) of the total Contract Price in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assignees, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void one (1) year from the date of recordation of the Notice of Completion for the Project; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Surety hereby waives California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its: _____	Its: _____
By: _____	By: _____
Its: _____	Its: _____
(Seal)	*(Seal)*

Notes: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Date of Bond must not be before the Effective Date of the Contract. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CITY OF OXNARD

BID SHEETS FOR OXNARD WASTEWATER TREATMENT PLANT EMERGENCY REPAIRS PROJECT PW 18-04

Bidder's Name: GSE Construction Company Inc.

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

BASE AMOUNT:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Mobilization and demobilization (5% maximum of Total Bid Price).	Lump Sum	LS	RH $ ~~[illegible]~~ 240,300	$ 240,300
2.	Primary Clarifier Improvements: Replace launders, launder supports, weirs, and scum baffles	Each	4	$ 225,500	$ 902,000
3.	Primary Clarifier #4 Walkway Bridge Replacement	Lump Sum	LS	$ 86,000	$ 86,000
4.	Install Chemically Enhanced Primary Treatment (CEPT) Facility	Lump Sum	LS	$ 427,000	$ 427,000
5.	Acid wash and waterblast surface of Bio-towers.	Square Feet	12,000	$ 4	$ 48,000
6.	Bio-tower #1 Modifications.	Lump Sum	LS	$ 47,000	$ 47,000
7.	Bio-tower #2 Modifications.	Lump Sum	LS	$ 35,000	$ 35,000
8.	Replace Belt Filter Presses with Remanufactured Belt Filter Presses	Each	4	$ 559,000	$ 2,236,000
9.	Salvage value for Belt Filter Press	Each	4	($ 11,000)	($ 44,000)

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
10.	Belt Filter Press Building Conveyor Parts	Lump Sum	LS	$ 82,000	$ 82,000
11.	Laboratory Air Handling System Improvements	Lump Sum	LS	$ 237,000	$ 237,000
				BASE AMOUNT TOTAL:	$ 4,296,300

ADDITIVE BID ITEM 1

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1.	Solids Processing Building Sprinkler System Piping	Lump Sum	LS	$ 81,000	$ 81,000

ADDITIVE BID ITEM 2

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
2.	Primary Clarifier #2 Walkway Bridge Replacement	Lump Sum	LS	$ 86,000	$ 86,000

ADDITIVE BID ITEM 3

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
3.	Primary clarifier access ladder and support	Each	12	$ 24,000	$ 288,000

ADDITIVE BID ITEM 4

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
4.	Variable Frequency Motor Controllers – Sludge Transfer Pumps	Each	4	$ 18,500	$ 74,000

ADDITIVE BID ITEM 5

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
5.	Waterproof coating of Bio-towers	Square Feet	2500	$ 6.80	$ 17,000

Note: Several items may be adjusted or deleted. Any changes to the quantities for these items shall not classify as a substantial change as stipulated in Greenbook Section 3-2.2.1. Regardless of total actual volume compared to estimated quantities, the unit prices provided above shall be applied to the final quantity when payment is calculated for these items. No adjustment in the unit prices will be allowed. The City reserves the right to not use any of the estimated quantities, and if this right is exercised, the Contractor will not be entitled to any additional compensation. The cost of all labor, materials, export of material shall be included in the above unit costs; no additional compensation will be granted for such expenses.

TOTAL BID PRICE = BASE AMOUNT + ADDITIVE BID ITEM 1 + ADDITIVE BID ITEM 2 + ADDITIVE BID ITEM 3 + ADDITIVE BID ITEM 4+ ADDITIVE BID ITEM 5

TOTAL BID PRICE IN DIGITS: $ 4,842,300

TOTAL BID PRICE IN WORDS: Four Million Eight Hundred & Forty Two Thousand & Three Hundred Dollars

*** The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total plus all Additive Bid Items.

Contractor must complete all Work within three hundred sixty-five days (365) Calendar Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	10/8/18	#05	11/9/18
#02	10/10/18	#06	
#03	10/23/18	#07	
#04	10/23/18	#08	

Bidder's Name (Company): GSE Construction Company Inc.

Signature: [signature] Title: President

Print: Orlando Gutierrez Date: 11/20/18

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works **Date:** February 5, 2019

Project/Program Manager: Hoon Hahn **Phone:** 805-385-7832

Reason for Appropriation:

Appropriate unassigned fund balances from WW Operating Collection Fund 611 and WW Operating Treatment Fund 621 to fund new CIP "Wastewater CIP-Emergency Repairs" Project 196602.

Accounts and Descriptions		AMOUNT
Fund: Wastewater Collection Operating (611)		
Expenditures/Transfers Out		
611-6101-808.87-62	TRANSFERS - OUT / TSFR TO WW TREATMENT OPRN	6,000,000
	Sub-total Expenditures	6,000,000
	Net Change to Fund Balance	**(6,000,000)**
Fund: Wastewater Treatment Operating (621)		
Revenues/Transfers In		
621-6206-711.79-05	OPERATING TRANSFERS IN / FROM W/W COLLECTION OPE	6,000,000
	Sub-total Revenues	6,000,000
Expenditures/Transfers Out		
OWTP Emergency Repairs Project (196602)		
621-6631-826.82-09	SVCS - OTHR PROF CONTRACT	150,000
621-6631-821.84-51	SVCS FROM OTHER DEPARTMENTS	334,230
621-6631-821.86-10	CONSTRUCTION OTHER	5,568,645
	Sub-total Expenditures	6,052,875
	Net Change to Fund Balance	**(52,875)**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

BA# (Finance Use Only)_____

BA Doc# (Finance Use Only)_____

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

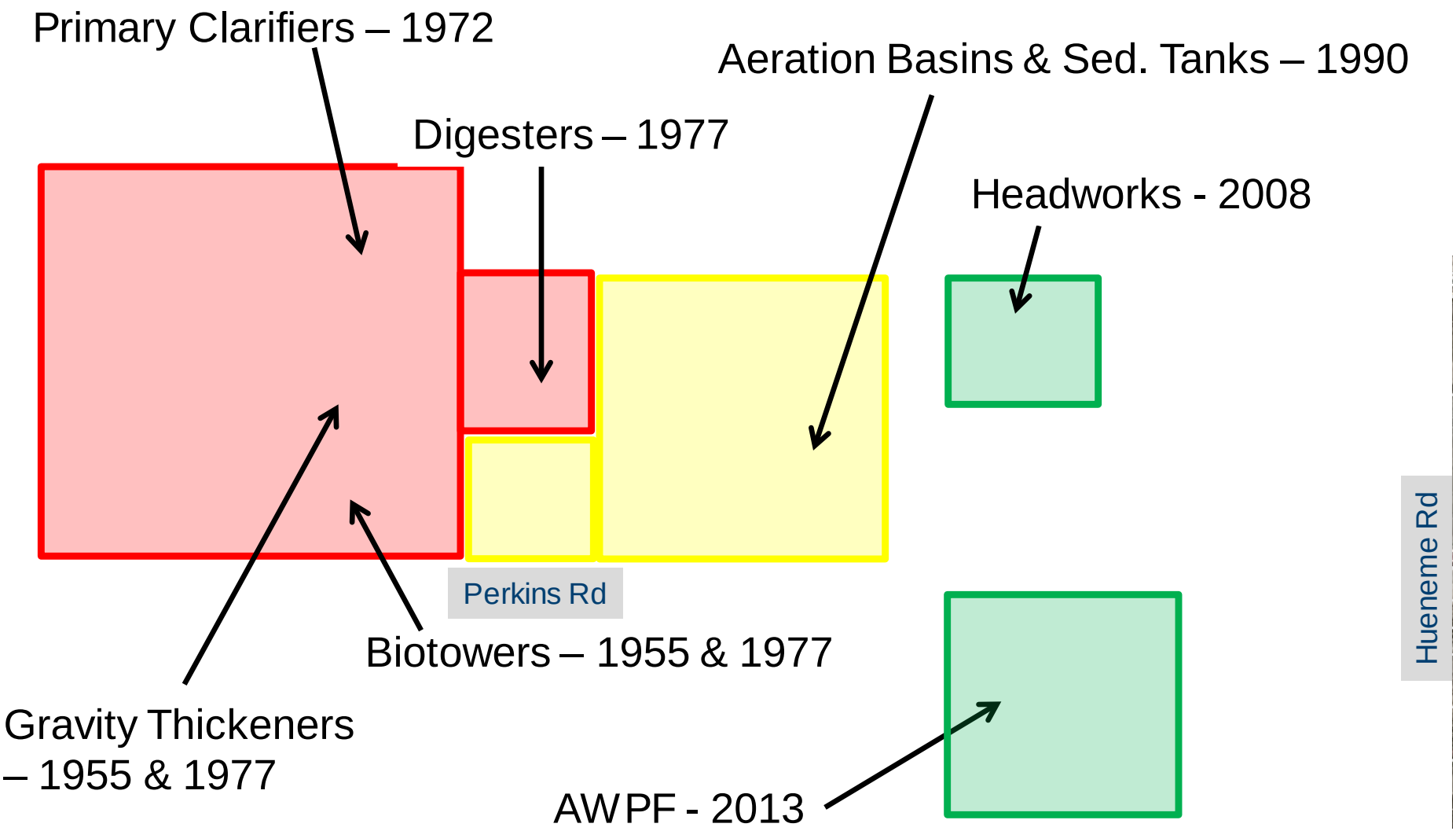
Wastewater Capital Improvement Project

Award Contract A-8117 with GSE Construction Company, Inc.

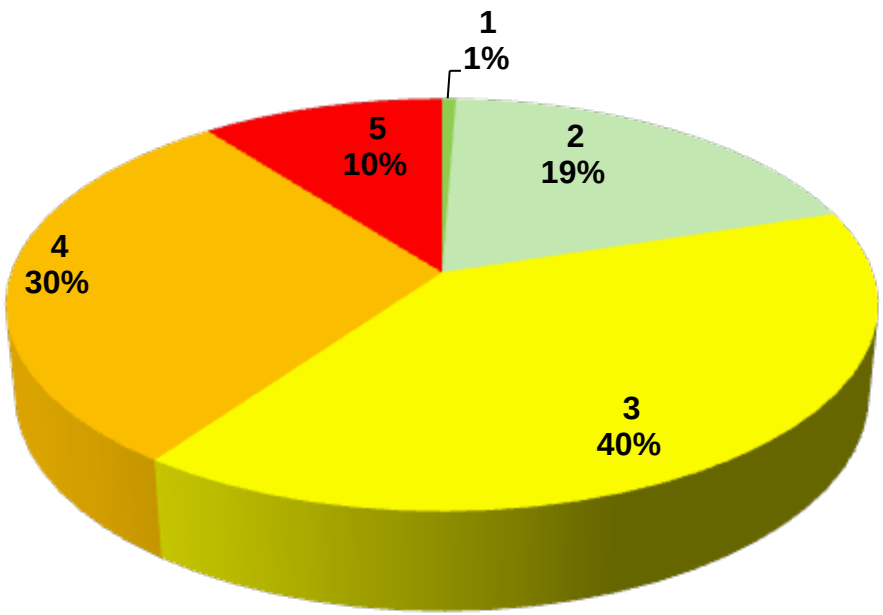
January 22, 2019

CITY OF OXNARD CALIFORNIA

Wastewater Treatment Plant



Condition Score Summary



Condition Ranking	Description
1	Very Good (0% renewal required)
2	Good (5% renewal required)
3	Fair (10-20% renewal required)
4	Poor (20-30% renewal required)
5	Very Poor (>50% renewal required)

5-year capital improvements program (CIP) approved on May 23, 2017

Approved CIP of $78.9M

- Wastewater Collection:
  - ✓ Phases 1 & 2 Central Trunk manhole rehabilitation
  - ✓ Harbor Blvd, Pleasant Valley, Redwood Tributary manhole rehabilitation
  - ✓ Sewer improvements
  - ✓ Nuisance odor control chemical addition infrastructure
  - ✓ Lift station and wet well improvements

Wastewater Treatment Capital Improvements Program (Cont.)

5-year capital improvements program (CIP) approved on May 23, 2017

Approved CIP of $78.9M

- Wastewater Treatment:
  - ✓ Headworks, primary clarifier, biotowers, activated sludge basin, pump station rehabilitation
  - ✓ Electrical building, manhole, emergency generator, supervisory control and data acquisition (SCADA) improvements
  - ✓ Belt filter presses, cogeneration, digester rehabilitation
  - ✓ Site piping, security improvements

Years 1 – 2 CIP: High Risk Facilities

Years 3 to 5 CIP: Reliability

Site Wide Improvements

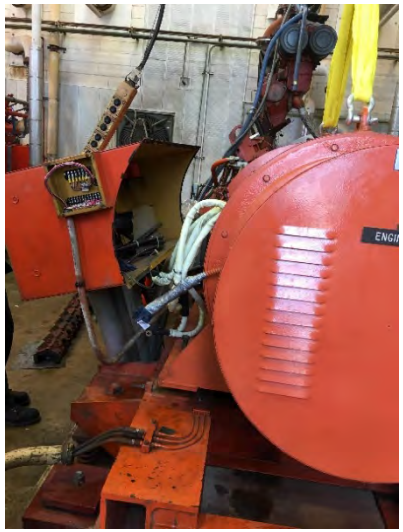
- SCADA
- Site Piping
- Site Security

Status Updates

- ✓ Received $9.5 million State grant fund
- ✓ Bond rating upgraded from “BBB” to “A-”
- ✓ Refinanced existing debt
- ✓ Modified Interstage Pump Station power supply with emergency backup generators
- ✓ Submitted CalOES Hazard Mitigation Grant – lift Station & wastewater treatment plant emergency generators
- ✓ Submitted Clean Water State Revolving Fund – low Interest loan

Project Updates – High Risk Facilities

- 2 Cogeneration Units
  - Started: April 9, 2018
  - Completed one engine
- Project cash funded



Project Updates - High Risk Facilities

- High Risk Facilities (Emergency Repair Project):
  - ✓ Primary clarifiers
  - ✓ Chemically enhanced primary treatment
  - ✓ Bio-towers rehabilitation
  - ✓ Belt filter press replacement (4)
  - ✓ Laboratory HVAC replacement

- Ready to start construction
- Project cash funded

Project Updates – Reliability Projects

- Headworks Improvements: **90% Design**
- Aeration Basin Air Supply Piping: **30% Design**
- Digester Rehab: **90% Design**
- Pump Station Rehab: **90% Design**
- SCADA Improvements: **60% Design**
- Site Piping Improvements: **90% Design**
- Electrical Building: **90% Design**
- Motor Control Centers: **90% Design**
- Emergency Generators: **90% Design**
- Security Improvements: **60% Design**

State of California $9.5 Million in Funding

- Electrical building
  - Building does not meet earthquake standards
  - Vulnerable to serious power surge & lethal Arc flash hazard
- Emergency standby generator
  - More than 50 years old (Navy retired in 2000)
  - Does not transfer power automatically
- Supervisory and Data Acquisition (SCADA) improvements
  - Operating software & hardware not supported by manufacturer since 1988
  - Experienced daily dropout
- Estimated construction cost $13M - $15M

Funding – Financing and/or Low Interest Loan (CWSRF)

- Motor control centers (MCC's)
- Headworks improvements
- Aeration basin air supply piping
- Digester rehabilitation
- Pump station rehabilitation
- Site piping improvements
- New storage building and Perimeter Fence
- Phases 1 & 2 Central Trunk manhole rehabilitation
- Harbor Blvd, Pleasant Valley, Redwood Tributary manhole rehabilitation
- Sewer improvements
- Nuisance odor control chemical addition infrastructure
- Lift station and wet well improvements
- Estimated Project Cost $48M - $50M

Emergency Repair Project Bid Process

- Bid solicitation: September 20, 2018
- Bid opening: November 20, 2018
- Engineer's Estimate: $5,867,500

Contractor	Location	Cost
GSE Construction Company, Inc.	Livermore, CA	$4,842,300.00
Cushman Contracting Corporation	Goleta, CA	$5,114,500.00
Stanek Constructors, Inc.	Carlsbad, CA	$5,637,000.00
Environmental Construction, Inc.	Woodland Hills, CA	$7,610,286.00

Lowest Bidder Evaluation

Description	2013	2014	2015	2016	2017
Number of Contracts	26	27	38	38	47
Contract Amount	$54,915,040.00	$64,566,869.00	$46,683,649.00	$56,341,330.00	$56,469,104.00

Public Works and Transportation Committee Meeting

- Received and addressed the following comments from the Committee Meeting:

  - ✓ Under Financial Impact: Change wastewater treatment operating fund number "601" to "621". Change wastewater collection operating fund number from "621" to "611".

  - ✓ A speaker was concerned that $484,230 for project management, inspection, and construction management is excessive: Staff requested cost is always not to exceed. The work effort includes daily inspections, shop drawing review coordination, ensures that the project is built according to the plans and specifications, plant shutdown coordination, labor compliance, compliance with safety regulations, progress meetings, change orders and claims evaluations, construction document management, monthly progress payment, testing, start-up, punch list, and warranty.

  - ✓ A speaker was concerned that GSE does not have workers' compensation insurance: GSE has an active license from the California State Contractors Licensing Board and Workers Compensation Insurance is a requirement for that active license.

  - ✓ A speaker was concerned that GSE does not use local help: GSE listed five subcontractors & three subcontractors (RJ Fire Sprinklers Systems, Inc., Taft Electric, and United Mechanical Contractors, Inc.) are located in Ventura County.

Recommendation

- Award and authorize the Mayor to execute Agreement A-8117 in the amount of $4,842,300 with GSE Construction Company, Inc.
- Approve $726,345 for project contingency
- Approve $484,230 for project management, inspection, and construction management
- Approve an appropriation of $6,052,875

Questions

CITY OF
OXNARD
CALIFORNIA

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 3**

DATE: February 5, 2019

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Approve Second Amendment to Add Time to the Wastewater Transportation and Treatment Agreement with Channel Islands Beach Community Services District (5/5/5)

CONTACT: Rosemarie Gaglione, Public Works Director
rosemarie.gaglione@oxnard.org, (805) 385-8055

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a Second Amendment, for a time extension to December 31, 2020, to an Agreement with Channel Islands Beach Community Services to provide transportation and treatment of wastewater (Agreement No. A-7864).

BACKGROUND

Staff requests that the City Council approve a Second Amendment for time only for the Wastewater Transportation and Treatment Agreement (A-7864) with Channel Islands Beach Community Services District ("Channel Islands"). The Agreement was originally approved by Council on May 17, 2016, and was amended by a First Amendment, extending the Agreement to December 31, 2018. The City and Channel Islands would like to extend the Agreement for two additional years for the purpose of engaging in negotiations for a new agreement.

Channel Islands provides utilities services primarily to the unincorporated neighborhoods of Hollywood Beach, Hollywood by the Sea and Silverstrand Beach, and some services to the County of Ventura-owned parcels adjacent to the Channel Islands harbor. Channel Islands then transports the sewage through the City's system where it is treated at the Oxnard Wastewater Treatment Facility. In addition, the City transports a portion of its sewage through the Channel Islands system. On June 13, 2006, the City Council approved an Agreement with Channel

Islands for sewer transportation and treatment (A-6680). The agreement was amended twice for cost-sharing of two capital projects.

Agreement A-6680 expired December 31, 2013, but the City continued to accept and treat sewage from Channel Islands. On May 17, 2016, the City Council approved Agreement No. A-7864, which incorporated the terms of Agreement A-6680 and provided for payment by both parties. A term of the new agreement was that the City and Channel Islands would negotiate a new Wastewater Treatment and Transportation Agreement by December 31, 2016. That date was extended by a First Amendment to December 31, 2018. This Second Amendment would extend the date to December 31, 2020.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Funds are available in the FY19 Wastewater Collection Utilities Operating Budget (account no. 611-6103-844-8269) to fund the City's annual costs to Channel Islands of approximately $832,600. In return, Channel Islands pays an annual fee of approximately $860,000.

Prepared by Thien Ng, Assistant Public Works Director

ATTACHMENTS:

Attachment A - Second Amendment to Agreement A-7864

Attachment B - First Amendment to Agreement A-7864

Agreement A-7864

Agreement No. A-7864

SECOND AMENDMENT TO AGREEMENT FOR WASTEWATER TRANSPORTATION AND TREATMENT

This Second Amendment ("Second Amendment") to the Agreement for Wastewater Transportation and Treatment ("Agreement") is made and entered into in the County of Ventura, State of California, this _____ day of _____, 2018, by and between the City of Oxnard, a municipal corporation ("City"), and the Channel Islands Beach Community Services District, a community services district formed pursuant to California Government Code section 61000 *et seq*. ("Channel Islands"). This Second Amendment amends the Agreement entered into on May 17, 2016 by City and Channel Islands. The Agreement previously has been amended on November 30, 2016.

City and Channel Islands agree as follows:

1. Throughout the Agreement, the date "December 31, 2018," is replaced with the date "December 31, 2020."

2. Section 11 of the Agreement is amended to state:

"The Parties shall engage in good faith negotiations to finalize a new wastewater treatment and transportation agreement that will supersede this Agreement with the intent of executing a new agreement on or before December 31, 2020. The Parties shall develop a schedule for the time period between December 31, 2018, and December 31, 2020, for the purpose of engaging in such negotiations and finalizing the new agreement. The Parties shall attempt to adhere in good faith to that schedule."

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

[Signatures on next page]

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

CITY OF OXNARD

☐ Tim Flynn, Mayor[1] Date
☒ Alexander Nguyen, City Manager
☐ Lisa Boerner, Purchasing Manager
☐ ____NA_____, Buyer

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

Akbar Alikhan, General Manager Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney (always required) Date 12/4/18

[1] The City Council must authorize and the Mayor must sign the amendment if the original contract and all amendments collectively total over $175,000 annually. The City Manager may authorize and sign the amendment if the original contract and all amendments collectively total over $100,000 but up to $175,000 annually. The Purchasing Manager may authorize and sign the amendment if the original contract and all amendments collectively total up to $100,000 annually. A Buyer may authorize and sign the amendment if the original contract and all amendments collectively total up to $25,000 annually.

Agreement No. 7864

FIRST AMENDMENT TO AGREEMENT FOR WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This First Amendment ("First Amendment") to the Agreement for Wastewater Transportation and Treatment ("Agreement") is made and entered into in the County of Ventura, State of California, this 30th day of November, 2016, by and between the City of Oxnard, a municipal corporation ("Oxnard"), and the Channel Islands Beach Community Services District, a community services district formed pursuant to California Government Code section 61000 *et seq*. ("Channel Islands"). This First Amendment amends the Agreement entered into on May 17, 2016, by Oxnard and Channel Islands.

Oxnard and Channel Islands agree as follows:

1. Throughout the Agreement, the date "December 31, 2016," is deleted and replaced with the date "December 31, 2018."

2. Section 11 of the Agreement is amended to state:

"The Parties shall engage in good faith negotiations to finalize a new wastewater treatment and transportation agreement that will supersede this Agreement with the intent of executing that new agreement on or before December 31, 2018. The Parties shall develop a schedule for the time period between December 31, 2016, and December 31, 2018, for the purpose of engaging in such negotiations and finalizing the new agreement. The Parties shall attempt to adhere in good faith to that schedule."

3. New section 12 is hereby added to the Agreement to state:

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

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

(Signatures on next page)

CITY OF OXNARD

for Greg Nyhoff, City Manager

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Thien Ng, Project Manager

Daniel Rydberg, P.E. Public Works Director

APPROVED AS TO INSURANCE:

James Throop, Risk Manager

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

Jared Bouchard, General Manager

APPROVED AS TO FORM:

John Mathews, General Counsel

APPROVED AS TO CONTENT:

Jared Bouchard, General Manager

Association of California Water Agencies / Joint Powers Insurance Authority
P.O. Box 619082, Roseville, CA 95661-9082

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

MEMBER

Channel Islands Beach Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035-8598

COVERAGE INFORMATION
This is to certify that coverage documents listed herein have been issued to the Member Agency herein for the Coverage period indicated. Not withstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Certificate #	Effective Date	Expiration Date	Limits	
General Liability ☑ Commercial General Liability ☑ Contractual Liability ☑ Products/Completed Operations ☑ Occurrence	MOLC-100116	10/1/2016	10/1/2017	Aggregate Per Occurrence	$2,000,000 $2,000,000
Auto Liability ☑ Owned Autos ☑ Hired Autos ☑ Non-Owned Autos	MOLC-100116	10/1/2016	10/1/2017	Per Occurrence	$2,000,000
Auto Physical Damage Scheduled Autos Hired Autos					
Property Special Form Mobile Equipment Boiler and Machinery Crime					
Workers' Compensation Coverage A - Workers' Comp. Coverage B - Employer's Liability					

DESCRIPTION
Regarding: Wastewater Transportation and Treatment Agreement No. A-6680.

CERTIFICATE HOLDER

City of Oxnard
300 W. Third Street
Oxnard, CA 93030

CANCELLATION
Should any of the coverage documents herein be cancelled before the expiration date thereof, ACWA/JPIA will endeavor to provide 10 days written notice to the certificate holder named herein.

AUTHORIZED REPRESENTATIVE **DATE**
7/11/2016

A-7864

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Wastewater Transportation and Treatment Agreement ("Agreement") is entered by and between the City of Oxnard, a municipal corporation("Oxnard") and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., ("Channel Islands"). Oxnard and Channel Islands may be referred to in this Agreement individually as "Party" or collectively as "Parties."

RECITALS

A. Oxnard and Channel Islands entered into an Agreement for wastewater transportation and treatment services on July 11, 2006 ("Oxnard Agreement No. A-6680").

B. Oxnard Agreement No. A-6680 was amended by a First Amendment on December 16, 2008 ("First Amendment") and by a Second Amendment on July 30, 2013 ("Second Amendment").

C. Although Oxnard Agreement No. A-6680, as amended, provided that its term may be extended by the Parties, the Parties inadvertently failed to extend the term and, therefore, Oxnard Agreement No. A-6680, as amended, terminated on December 31, 2013.

D. The Parties now desire to enter into this Agreement in order that the terms and conditions agreed upon by the Parties and set forth in Oxnard Agreement No. A-6680, as amended, shall govern the period from July 1, 2015 through December 31, 2016, except those terms and conditions that are contrary to or inconsistent with the terms and conditions set forth in this Agreement.

E. The Parties further desire to acknowledge the following:

a. All costs for wastewater transportation and treatment owed by Oxnard to Channel Islands for the period of December 31, 2013 through June 30, 2014 have been paid in full by Oxnard.

b. All costs for wastewater transportation and treatment owed by Channel Islands to Oxnard for the period of December 31, 2013 through June 30, 2014 have been paid in full by Channel Islands.

c. The total cost for wastewater transportation and treatment owed by Oxnard to Channel Islands for the period of July 1, 2014 to June 30, 2015 is $570,684.36.

d. The amount owed by Channel Islands to Oxnard for the time period of July 1, 2014 to June 30, 2015 is $607,716.68.

AGREEMENT

NOW, THEREFORE, it is agreed as follows:

1. The Recitals set forth above are true and correct and incorporated in this Agreement as if set forth in full.

COUNCIL
5-17-2016 N-9(1)
DATE

2. This Agreement shall become effective upon execution by both Parties ("Effective Date") and terminate on December 31, 2016, unless extended by mutual agreement of the Parties in writing.

3. Except as otherwise provided herein or to the extent they are contrary to or inconsistent with the terms of this Agreement, the terms and conditions set forth in Oxnard Agreement No. A-6680, as amended, shall constitute the terms and conditions of this Agreement. Oxnard Agreement No. A-6680, as amended, is attached hereto as Exhibit A and incorporated by this reference.

4. To the extent required, the dates set forth in Oxnard Agreement No. A-6680, as amended, shall be adjusted to reflect the terms and conditions of this Agreement.

5. The total cost for wastewater transportation and treatment owed by Oxnard to Channel Islands for the period of July 1, 2014 to June 30, 2015 is $570,684.36. Oxnard shall pay this amount to Channel Islands within 10 business days of the Effective Date of this Agreement.

6. The amount owed by Channel Islands to Oxnard for the time period of July 1, 2014 to June 30, 2015 is $607,716.68. Channel Islands shall pay the amount owed to Oxnard within 20 business days of the Effective Date of this Agreement.

7. Paragraph 4 of the Second Amendment shall be revised so that the word "monthly" is replaced by the word "quarterly." The first quarterly service charges payable by Channel Islands to Oxnard in accordance with revised Paragraph 4 and this Agreement shall be for the period July 1, 2015 through September 30, 2015, in the amount of $147,466.29. The second quarterly service charges payable by Channel Islands to Oxnard in accordance with revised Paragraph 4 and this Agreement shall be for the period October 1, 2015 through December 31, 2015, in the amount of $147,466.29

8. Paragraph 5 of the Second Amendment shall be revised so that the word "monthly" is replaced by the word "quarterly." The first quarterly operations and maintenance fee payable by Channel Islands to Oxnard in accordance with revised Paragraph 5 and this Agreement shall be for the period July 1, 2015 through September 30, 2015 in the amount of $4,462.96. The second quarterly operations and maintenance fee payable by Channel Islands to Oxnard in accordance with revised Paragraph 5 and this Agreement shall be for the period October 1, 2015 through December 31, 2015, in the amount of $4,462.96.

9. The first quarterly service charges payable by Oxnard to Channel Islands in accordance with revised Paragraph 6 and this Agreement shall be for the period July 1, 2015 through September 30, 2015, in the amount of $142,671.09. The second quarterly service charges payable by Oxnard to Channel Islands in accordance with revised Paragraph 4 and this Agreement shall be for the period October 1, 2015 through December 31, 2015, in the amount of $142,671.09.

10. The Parties may, by mutual written agreement, either extend the effective term of this Agreement beyond December 31, 2016 or modify any of its terms and conditions.

11. The Parties shall engage in good faith negotiations to finalize a new Wastewater Treatment and Transportation Agreement that will supersede this Agreement with the intent of executing that new agreement on or before December 31, 2016.

CITY OF OXNARD

Tim Flynn, Mayor

DATE: 5/17/2016

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, ~~Interim~~ City Attorney

APPROVED AS TO INSURANCE:

Risk Manager

RDM APPROVED AS TO CONTENT:

Daniel Rydberg, P.E.
Public Works Director

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

CHANNEL ISLANDS BEACH
COMMUNITY SERVICES DISTRICT

Chairman of the Board

DATE: 2/2/16

APPROVED AS TO FORM:

John Matthews, District General Counsel

APPROVED AS TO CONTENT:

Jared Bouchard, Secretary of the Board

EXHIBIT A

Agreement No. A-6680

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by of Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported

COUNCIL APPROVAL
DATE: 07/11/06 AGENDA # I-8

to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of $10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than $10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

9. Channel Islands agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

Channel Islands and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Channel Islands and City.

13. Force Majeure

Channel Islands and City agree that neither City nor Channel Islands shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

14. Channel Islands and City agree that each term and each provision of this Agreement to be performed by Channel Islands shall be construed to be both a covenant and a condition.

15. Governing Law

City and Channel Islands agree that the construction and interpretation of this Agreement and the rights and duties of City and Channel Islands hereunder shall be governed by the laws of the State of California.

16. Compliance with Laws

Channel Islands agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Channel Islands pursuant to this Agreement.

17. City and Channel Islands agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

18. City and Channel Islands agree that no waiver of a breach of any provision of this Agreement by either Channel Islands or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Channel Islands to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

19. Counterparts

City and Channel Islands agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

20. Expenses of Enforcement

Channel Islands and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

21. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Channel Islands acknowledges that the person executing this Agreement has been duly authorized by Channel Islands to do so on behalf of Channel Islands.

22. Notices

a. Any notices to Channel Islands may be delivered personally or by mail addressed to:

353 Santa Monica Drive
Channel Islands Beach, CA 93035-4473
Attention: General Manager

b. Any notices to City may be delivered personally or by mail addressed to:

City of Oxnard
6001 S. Perkins Road
Oxnard, CA 93033
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Channel Islands.

24. Entire Agreement

City and Channel Islands agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

By: _____
Dr. Thomas E. Holden, Mayor

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

By: _____
Marcia Marcus, President

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM

_____
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

_____
Marcie Medina, Finance Director

APPROVED AS TO CONTENT:

_____
Mark S. Norris, Assistant Public Works Director

EXHIBIT A
Channel Islands Beach CSD Facilities

Lift Station A

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

Lift Station B

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

Lift Station H

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

FORCEMAINS

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table 1 provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

Table 1
Summary of Sewer Forcemains

Forcemain	Street	Size	Material	Length
A	Roosevelt Boulevard	8-Inch	AC	589
	Victoria Avenue	8-Inch	AC	967
		8-Inch	PVC	3,279
		8-Inch	Techite	2,144
	Subtotal	N/A	N/A	6,979
B	La Crescenta Avenue	8-Inch	AC	167
	Sunset Lane	8-Inch	AC	1,868
	Channel Islands Boulevard	8-Inch	AC	896
		12-Inch	AC	1,114
		12-Inch	CI	585
		12-Inch	DI	16
		12-Inch	PVC	1,512
	Subtotal	N/A	N/A	6,158

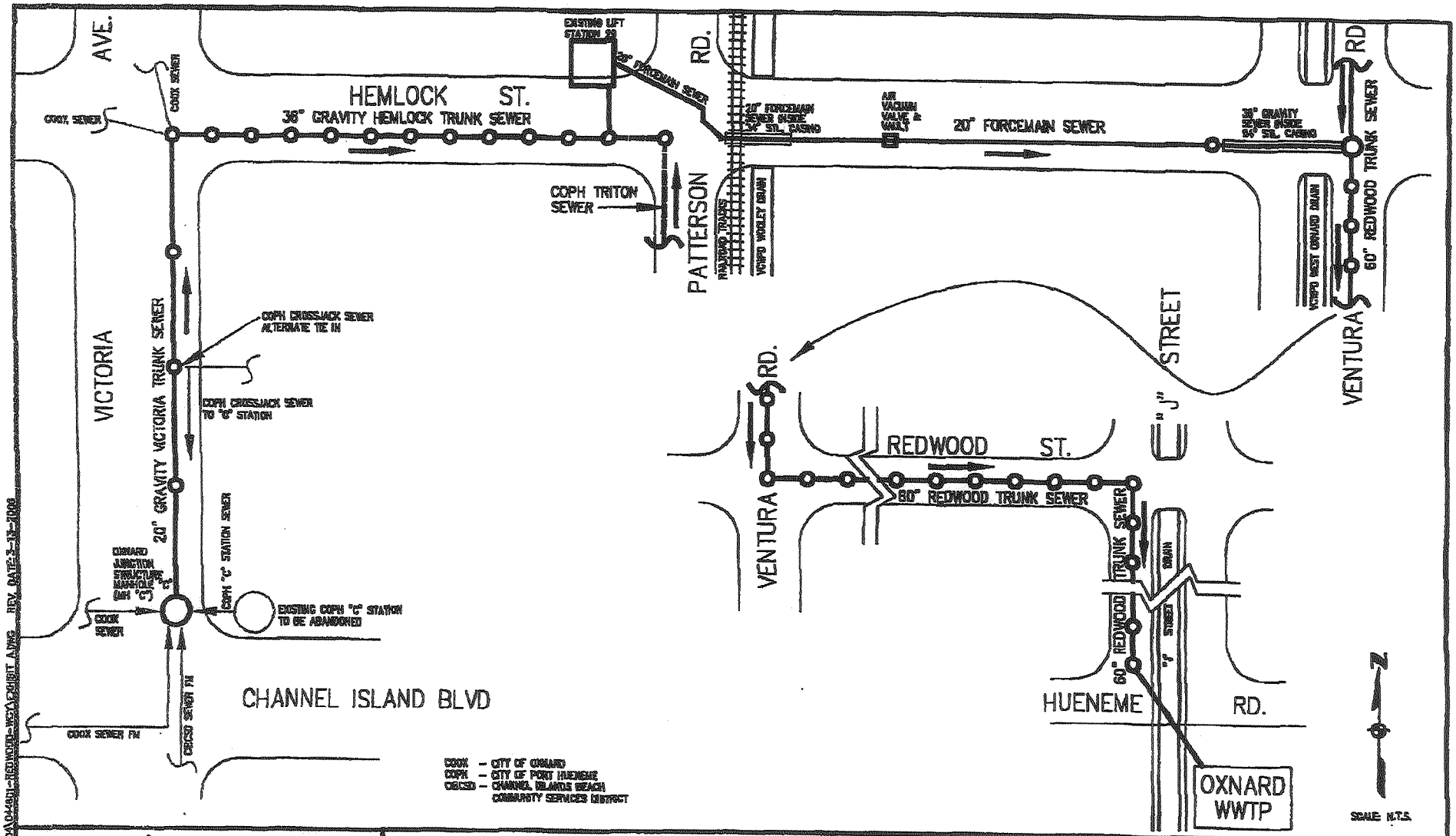
H	Channel Islands Boulevard	6-Inch	DI	198
Total	N/A	N/A	N/A	13,335

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction arid within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At. the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east arid west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.



Kennedy/Jenks Consultants
1000 HILL ROAD, SUITE 200
VENTURA, CALIFORNIA 93003

MEMORANDUM OF UNDERSTANDING

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

Reach	Description	Peak Capacity (MGD)	COOX (MGD)	% Capacity	COPH PWWF (MGD)	% Capacity	CIBCSD PWWF (MGD)	% Capacity
1	Victoria Avenue Line	2.15	1.03	47.67	0.225	10.47	0.9	41.86
2	Hemlock Trunk to MH AT+68	11.69	10.57	90.38	0.225	1.92	0.9	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	11.69	10.12	86.53	0.675	5.77	0.9	7.70
4	LS 29 and Hemlock Force Main	18.3	16.73	91.39	0.675	3.69	0.9	4.92
5	Redwood Trunk Sewer	45.63	44.06	96.55	0.675	1.48	0.9	1.97

Reach	Description	Construction Bid Cost	Change Orders Cost	Const. Mgmt. Cost	Eng. Costs	Total Costs	
1	Victoria Avenue Line (estimate)	$960,000	$0	$250,000	$87,500	$1,297,500	Open Cut Construction
2	Hemlock Trunk to MH AT+68	$4,182,407	$1,287,500	$366,995	$144,450	$5,981,352	
3	Hemlock Trunk - MH AT+68 to LS 29	$46,518	$0	$4,082	$1,613	$52,213	
4	LS 29 and Hemlock Force Main	$3,951,772	$0	$1,006,416	$607,436	$5,565,624	
5	Redwood Trunk Sewer	$21,652,269	$584,911	$1,017,715	$585,154	$23,840,049	

Reach	Description	COOX Cost	COOX %	COPH Cost	COPH %	CIBCSD Cost	CIBCSD %
1	Victoria Avenue Line	$618,576	47.67	$135,785	10.47	$543,140	41.86
2	Hemlock Trunk to MH AT+68	$5,405,730	90.38	$115,124	1.92	$460,498	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	$45,178	86.53	$3,015	5.77	$4,020	7.70
4	LS 29 and Hemlock Force Main	$5,086,615	91.39	$205,289	3.69	$273,719	4.92
5	Redwood Trunk Sewer	$23,017,168	96.55	$352,663	1.48	$470,218	1.97
	Totals	$34,173,267		$811,877		$1,751,594	

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5/18/2006

A-6680

AMENDMENT TO AGREEMENT

THIS AMENDMENT is entered effective the 16th day of December, 2008, by and between the CITY OF OXNARD, a political subdivision of the State of California, (hereinafter referred to as "Oxnard") and the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. (hereinafter referred to as "Channel Islands").

RECITALS

A. Oxnard and Channel Islands have entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 (hereinafter referred to as the "Agreement") attached hereto as Exhibit A and incorporated herein by reference.

B. The parties wish to amend the Agreement and provide for a methodology of payment of capital funds by Channel Islands to Oxnard for the Victoria Trunk Sewer portion of the project set forth in the Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Oxnard intends to construct the Victoria Trunk Sewer as set forth in the Agreement.

2. Pursuant to the Agreement, Channel Islands has agreed to pay its share of the capital and construction costs of the Victoria Trunk Sewer. Channel Islands agrees to pay to Oxnard prior to December 31, 2008, the sum of $543,140 which represents its estimated share of the capital and construction costs of the Victoria Trunk Sewer as set forth in Paragraph 3 of the Agreement. The payment by Channel Islands to Oxnard shall be in a lump sum and shall be held by Oxnard for the purposes of the capital and construction costs of said improvements.

3. The parties agree that at the end of the construction of the Victoria Trunk Sewer, there shall be a "true-up" of the capital and construction costs owed by Channel Islands. The true-up shall be completed no later than December 31, 2010. In the event that the "true-up" shows an amount paid by Channel Islands ($543,140) exceeds Channel Islands' share of the cost as provided in paragraph 3 of the Agreement, then Channel Islands shall receive a credit for such excess amount against the amount Channel Islands has agreed to pay to Oxnard for operation and maintenance costs contained in Paragraph 6 of the Agreement.

Moreover, if the "true-up" evidences that Channel Islands' estimated payments exceed the actual construction expenses, then Channel Islands will be credited with interest at the Local Agency Investment Fund Rate earned by Oxnard on its investments in such fund for

COUNCIL APPROVAL
DATE: 12-16-08 AGENDA # I-8

the amount of excess payments, commencing on the date payment is made. The interest amount shall be credited to Channel Islands as set forth in this paragraph.

4. Oxnard affirms that Channel Islands will have all rights to transport flow set forth in the Agreement.

5. Except as amended herein, the Agreement shall remain in full force and effect.

CITY OF OXNARD, a political subdivision of the State of California

By _____
Dr. Thomas E. Holden, Mayor

APPROVED AS TO CONTENT

By _____
Mark Norris, Assistant Public Works Director

APPROVED AS TO FORM:

By _____
Alan Holmberg, Acting City Attorney

ATTEST

By _____
Daniel Martinez, City Clerk

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq.

By _____

Exhibit A

Agreement No. A-6680

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by of Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported

COUNCIL APPROVAL
DATE: 07/11/06 AGENDA # I-8

to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of $10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than $10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

9. Channel Islands agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

Channel Islands and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Channel Islands and City.

13. Force Majeure

Channel Islands and City agree that neither City nor Channel Islands shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

14. Channel Islands and City agree that each term and each provision of this Agreement to be performed by Channel Islands shall be construed to be both a covenant and a condition.

15. Governing Law

City and Channel Islands agree that the construction and interpretation of this Agreement and the rights and duties of City and Channel Islands hereunder shall be governed by the laws of the State of California.

16. Compliance with Laws

Channel Islands agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Channel Islands pursuant to this Agreement.

17. City and Channel Islands agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

18. City and Channel Islands agree that no waiver of a breach of any provision of this Agreement by either Channel Islands or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Channel Islands to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

19. Counterparts

City and Channel Islands agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

20. Expenses of Enforcement

Channel Islands and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

21. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Channel Islands acknowledges that the person executing this Agreement has been duly authorized by Channel Islands to do so on behalf of Channel Islands.

22. Notices

a. Any notices to Channel Islands may be delivered personally or by mail addressed to:

353 Santa Monica Drive
Channel Islands Beach, CA 93035-4473
Attention: General Manager

b. Any notices to City may be delivered personally or by mail addressed to:

City of Oxnard
6001 S. Perkins Road
Oxnard, CA 93033
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Channel Islands.

24. Entire Agreement

City and Channel Islands agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

By: _____
Dr. Thomas E. Holden, Mayor

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

By: _____
Marcia Marcus, President

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM

_____
Gary L. Gilliig, City Attorney

APPROVED AS TO INSURANCE:

_____
Marcie Medina, Finance Director

APPROVED AS TO CONTENT:

_____
Mark S. Norris, Assistant Public Works Director

EXHIBIT A
Channel Islands Beach CSD Facilities

Lift Station A

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

Lift Station B

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

Lift Station H

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

FORCEMAINS

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table 1 provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

Table 1
Summary of Sewer Forcemains

Forcemain	Street	Size	Material	Length
A	Roosevelt Boulevard	8-Inch	AC	589
	Victoria Avenue	8-Inch	AC	967
		8-Inch	PVC	3,279
		8-Inch	Techite	2,144
	Subtotal	N/A	N/A	6,979
B	La Crescenta Avenue	8-Inch	AC	167
	Sunset Lane	8-Inch	AC	1,868
	Channel Islands Boulevard	8-Inch	AC	896
		12-Inch	AC	1,114
		12-Inch	CI	585
		12-Inch	DI	16
		12-Inch	PVC	1,512
	Subtotal	N/A	N/A*	6,158

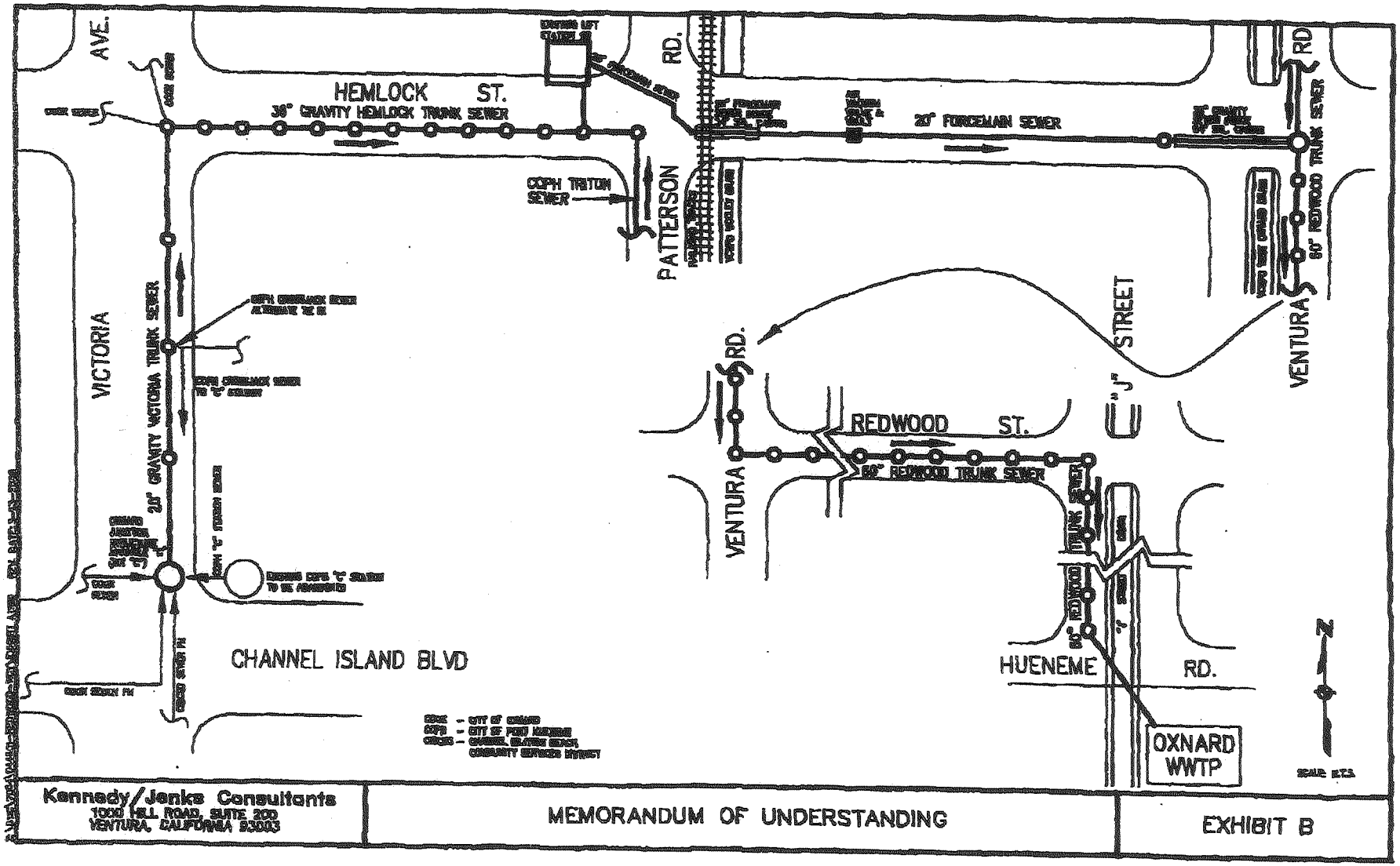
H	Channel Islands Boulevard	6-Inch	DI	198
Total	N/A	N/A	N/A	13,335

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction arid within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At. the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east arid west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.


HEMLOCK ST.
36" GRAVITY HEMLOCK TRUNK SEWER
20" FORCEMAIN SEWER
COPH TRITON SEWER
PATTERSON RD.
VICTORIA AVE.
20" GRAVITY VICTORIA TRUNK SEWER
CHANNEL ISLAND BLVD
VENTURA RD.
REDWOOD ST.
60" REDWOOD TRUNK SEWER
"J" STREET
HUENEME RD.
OXNARD WWTP
N
Kennedy/Jenks Consultants
1000 HILL ROAD, SUITE 200
VENTURA, CALIFORNIA 93003
MEMORANDUM OF UNDERSTANDING
EXHIBIT B

MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

Reach	Description	Peak Capacity (MGD)	COOX (MGD)	% Capacity	COPH PWWF (MGD)	% Capacity	CIBCSD PWWF (MGD)	% Capacity
1	Victoria Avenue Line	2.15	1.03	47.67	0.226	10.47	0.9	41.86
2	Hemlock Trunk to MH AT+68	11.69	10.57	90.38	0.225	1.92	0.9	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	11.69	10.12	86.53	0.676	5.77	0.9	7.70
4	LS 29 and Hemlock Force Main	18.3	16.73	91.39	0.675	3.69	0.9	4.92
5	Redwood Trunk Sewer	45.63	44.06	96.55	0.675	1.48	0.9	1.97

Reach	Description	Construction Bid Cost	Change Orders Cost	Const. Mgmt. Cost	Eng. Costs	Total Costs	
1	Victoria Avenue Line (estimate)	$980,000	$0	$250,000	$67,500	$1,297,500	Open Cut Construction
2	Hemlock Trunk to MH AT+68	$4,182,407	$1,287,500	$366,995	$144,450	$5,981,352	
3	Hemlock Trunk - MH AT+68 to LS 29	$46,518	$0	$4,082	$1,613	$52,213	
4	LS 29 and Hemlock Force Main	$3,951,772	$0	$1,006,416	$607,436	$5,565,624	
5	Redwood Trunk Sewer	$21,652,269	$584,911	$1,017,715	$585,154	$23,840,049	

Reach	Description	COOX Cost	COOX %	COPH Cost	COPH %	CIBCSD Cost	CIBCSD %
1	Victoria Avenue Line	$818,578	47.67	$135,785	10.47	$543,140	41.86
2	Hemlock Trunk to MH AT+68	$5,405,730	90.38	$115,124	1.92	$460,488	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	$45,178	86.53	$3,015	5.77	$4,020	7.70
4	LS 29 and Hemlock Force Main	$5,066,615	91.39	$205,289	3.69	$273,719	4.92
5	Redwood Trunk Sewer	$23,017,168	96.55	$352,663	1.48	$470,218	1.97
	Totals	$34,173,267		$811,877		$1,751,594	

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5/18/2006

A-6680

SECOND AMENDMENT TO AGREEMENT BETWEEN CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT AND CITY OF OXNARD

THIS SECOND AMENDMENT TO AGREEMENT ("Second Amendment") is made by and between the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. ("Channel Islands") and the CITY OF OXNARD, a political subdivision of the State of California ("Oxnard").

RECITALS

A. Oxnard and Channel Islands entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 ("2006 Agreement"), attached hereto as "Exhibit A" and incorporated herein by this reference.

B. On December 16, 2008, Oxnard and Channel Islands entered into an Amendment to the 2006 Agreement ("First Amendment"), attached hereto as "Exhibit B" and incorporated herein by this reference. The First Amendment amended the 2006 Agreement to provide for a methodology of payment of capital funds by Channel Islands to Oxnard for capital and construction costs related to construction of the Victoria Trunk Sewer.

C. The parties are currently engaged in good faith negotiations to finalize and execute a new Wastewater Transportation and Treatment Agreement that will entirely supersede the 2006 Agreement, as it may be amended, to more accurately reflect current system operations, and to provide an improved methodology to calculate costs for wastewater transportation and treatment. The new Wastewater Transportation and Treatment Agreement will also establish a billing approach that provides a more detailed, feasible, and verifiable methodology for calculating the respective costs to Channel Islands and Oxnard customers for wastewater collection, transportation and treatment.

D. The parties mutually recognize the importance of negotiating and executing a new Wastewater Transportation and Treatment Agreement on or before December 31, 2013.

E. The parties desire to enter into this Second Amendment in order to modify certain of their respective duties and obligations under the 2006 Agreement, as amended by the First Amendment, in a manner that will promote continued good faith negotiations by the parties towards finalization and execution of a new Wastewater Transportation and Treatment Agreement.

F. The parties desire that, until such time as the parties execute a new Wastewater Transportation and Treatment Agreement or through December 31, 2013, whichever occurs first, the 2006 Agreement, as amended by the First Amendment and this Second Amendment, shall govern the respective duties and obligations of the parties on the terms and conditions set forth herein.

COUNCIL APPROVAL
DATE 7-30-13 AGENDA S-14

NOW, THEREFORE, it is agreed as follows:

1. All terms and conditions agreed upon by the parties and set forth in the 2006 Agreement, as amended by the First Amendment, shall remain in full force and effect, except those terms and conditions that are contrary to or inconsistent with the terms and conditions established by this Second Amendment.

2. This Second Amendment shall become effective upon execution by both parties. Unless otherwise specified, the terms and conditions set forth in this Second Amendment shall remain in effect through December 31, 2013 or until such time as the parties may execute a new Wastewater Transportation and Treatment Agreement, whichever occurs first.

3. The parties may, by mutual written agreement, either extend the effective term of this Second Amendment beyond December 31, 2013 or modify any of its terms and conditions.

4. The monthly service charge paid by Channel Islands to Oxnard for the treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to the Victoria Avenue Gravity Sewer Main) shall not be calculated in accordance with Section 4 and Section 5 of the 2006 Agreement. Instead, the monthly service charge shall be based on the average flow and loading values set forth in that certain letter dated March 23, 2006 attached hereto as "Exhibit C" and incorporated herein by this reference. Those flows and loading values are as follows: (a) Average Total Suspended Solids (TSS) = 50.87 thousand pounds per month; (b) Average Biochemical Oxygen Demand (BOD) = 52.9 thousand pounds per month; and, (c) Average Flow = 27.73 million gallons per month. Oxnard shall prepare and deliver to Channel Islands a monthly invoice for said service charges. For as long as this Agreement remains in effect, the treatment charge shall be based upon the Regional Treatment and Disposal Facility User Charge, as established by Oxnard Ordinance Number 2860, or subsequent rate ordinance updates. The current balance owed by Channel Islands to Oxnard for the period March 1, 2011 to March 31, 2013 is one million, thirty-seven thousand, thirty-one dollars, and ninety-seven cents ($1,037,031.97). Channel Islands shall remit payment to Oxnard within thirty (30) days of receiving each monthly service charge invoice.

5. Section 6 of the 2006 Agreement is hereby amended to read as follows:

   "Channel Islands agrees to pay Oxnard an operations and maintenance fee in the amount of sixty-one thousand, three hundred forty-six dollars and twenty-eight cents ($61,346.28) as full and complete payment for transportation of Channel Islands wastewater flows through Oxnard's Victoria, Hemlock and Redwood Trunk lines and Lift Station Number 29 during the period of January 1, 2007 through March 31, 2013. The parties acknowledge and agree that this amount constitutes Channel Islands' share of Oxnard's total actual direct operations and maintenance costs for that period. Commencing on April 1, 2013, Channel Islands agrees to pay Oxnard a monthly operation and maintenance fee for transportation of its waste water through the Oxnard's trunk lines and lift station. The monthly fee shall reflect the percentage allocation of the trunk lines and Pump Stations' total operation and maintenance costs attributable to Channel Islands' wastewater flows as detailed in Exhibit C of the 2006

Agreement. Said costs may include, without limitation, direct costs of energy, labor and materials, as well as reasonable overhead and indirect cost. In no case shall the overhead or indirect cost exceed 15% of the direct cost. The monthly fee shall be paid by Channel Islands within thirty (30) days of Oxnard's providing Channel Islands with a written invoice detailing total operation and maintenance costs and the percentage allocation used by Oxnard to calculate the monthly fee. In the event that Channel Islands disputes the monthly fee, it shall pay the amount invoiced. The parties shall then promptly arbitrate the disputed monthly fee under the rules of the American Arbitration Association for commercial arbitration. If the monthly fee is determined to be more than the amount paid, Channel Islands will pay the difference within thirty (30) days of the final decision. If such actual cost is determined to be less than the amount paid, Oxnard shall pay the difference to Channel Islands within thirty (30) days."

It is the intent of the parties that the amendment to the 2006 Agreement set forth in this provision shall apply retroactively from the effective date of the 2006 Agreement, and shall survive the termination of this Agreement.

6. By this Second Amendment, and separate termination of its Joint Powers Agreement for Disposal of Waste and Sewage Agreement with the City of Port Hueneme (A-2408), Oxnard shall no longer quarterly pay a percentage of its regular sewer service charges collected from those properties served through the Channel Islands system to the City of Port Hueneme, and Port Hueneme shall no longer, in turn, pay Channel Islands the same amount it receives from Oxnard for that service. Instead, Oxnard shall directly pay Channel Islands, on a fiscal quarterly basis, a fixed charge of one hundred forty-two thousand, six hundred seventy-one dollars and nine cents ($142,671.09) for the transportation of wastewater and use of the Channel Islands system ("Transportation Charge"). The Transportation Charge equals the average transportation cost based upon the two most recent quarterly payments paid by the City of Port Hueneme to Channel Islands, as adjusted for increases in the Single Family Residential sewer service rates as established by Oxnard Ordinance 2860 through the first quarter of calendar year 2013. Channel Islands shall prepare and deliver a quarterly invoice to Oxnard for payment of said Transportation Charge. Within fifteen (15) days of the end of each quarter, Channel Islands shall prepare and deliver to Oxnard an invoice for all Transportation Charges due and payable, which charges shall be paid by Oxnard within thirty (30) days of receipt.

   a. From the effective date of this Agreement, the Transportation Charge shall be increased in proportion to percentage increases in Oxnard's Single Family Residential sewer service rates imposed after the first quarter of calendar year 2013. For example, if the Single Family Residential sewer service rates increase by two percent (2%), then the quarterly Transportation Charge increases by two percent (2%).

   b. The balance owed by Oxnard to Channel Islands for the period March 1, 2011 to March 31, 2013 is one million, twenty-four thousand, six hundred ninety-five dollars and sixty-nine cents ($1,024,695.69).

7. Within 15 days of the execution of this Amendment, Oxnard shall prepare a true-up invoice covering the period January 1, 2007 to March 31, 2013, in the amount of seventy-three thousand, six hundred eighty-two dollars and fifty-six cents ($73,682.56), and Channel Islands shall pay within thirty (30) days.

8. The parties shall engage in good faith negotiations to finalize a new Wastewater Treatment and Transportation Agreement that will supersede the 2006 Agreement, as amended, with the intent of executing that new agreement on or before December 31, 2013.

9. The parties shall share all costs related to consultant studies required for the development of the new Wastewater Treatment and Transportation Agreement, including, without limitation, construction and engineering studies, wastewater flow studies, and rate studies. The manner in which shared costs are to be allocated between the parties shall be based upon the percentage flows in the two force mains as determined by the March 21, 2011 AECOM Force main Cost Sharing Evaluation, with Oxnard's share as 53 percent and Channel Islands' share as 47 percent, attached hereto as "Exhibit D" and incorporated herein by this reference..

10. The parties intend to incorporate the following billing approach into the terms and conditions set forth in the new Wastewater Transportation and Treatment Agreement:

    a. Channel Islands shall pay for only wastewater flow generated by Channel Islands' wastewater customers. Measurements will be taken at Stations A and B, and influent flows from Oxnard customers at these two locations will be measured and removed from the billing.

        i. Channel Islands shall install metering devices at Station A and B and provide monthly meter readings to Oxnard for billing purposes. Meter readings shall be taken between the 14th and 16th of each month.

        ii. Oxnard shall install a metering device at Station No. 1 and provide monthly meter readings to Channel Islands for use in calculating Oxnard flows into Station B. Meter readings shall be taken between the 14th and 16th of each month. For Oxnard customers contributing to Station A, Channel Islands and Oxnard will agree to a mutually acceptable approach for calculating monthly flows based on a return-to-sewer ratio applied to monthly potable water billing data.

    b. The $10,000 monthly payment to Oxnard for facility operations set forth in the 2006 Agreement, shall be recalculated utilizing actual operational, maintenance and administration costs as determined and agreed upon by both parties.

    c. Channel Islands will transfer ownership and operation of Lift Station H to Oxnard for consideration to be mutually agreed upon by the parties. This lift station services only wastewater produced by Oxnard customers and transferring ownership to Oxnard will provide additional flexibility in addressing future build out among the region served; areas along Peninsula Road, served by Lift Station H, have been identified by the Channel Islands Harbor Department for future development or major redevelopment.

    d. The 91% percent charge paid by Oxnard to Channel Islands as set forth in the 2006 Agreement, as amended, will be eliminated. To compensate for transportation of wastewater and use of Channel Island facilities, a single structured monthly payment, to be paid by Oxnard, will be established based on the following components:

        i. The percentage of Oxnard flow through Station A and B will be determined based on flow metering where practicable, or a return flow factor based on the

potable water consumption, and that percentage will be applied to operation and maintenance costs at Stations A and B.

ii. Since the monthly fee paid by Oxnard includes repair, rehabilitation and replacement costs, Channel Islands will be responsible for maintaining and replacing the force mains. Any costs that exceed the values provided within the estimated annual value will be divided between Oxnard and Channel Islands based on agreed-upon percentages.

e. Oxnard will pay Channel Island's a monthly charge for Oxnard's share of the total operational, maintenance, administration, and future capital replacement costs attributable to force mains owned by Channel Islands and used by Oxnard.

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

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Alan Holmberg, City Attorney

APPROVED AS TO INSURANCE:

James Cameron, Risk Manager

APPROVED AS TO CONTENT:

Rob Roshanian, Interim Public Works Director

Anthony Emmert, Water Resources Manager

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

Keith Moore, Vice Chairman of the Board

APPROVED AS TO CONTENT:

Jared Bouchard, Secretary of the Board

APPROVED AS TO FORM:

John Matthews, District General Counsel

APPROVED AS TO AMOUNT:

Karen R. Burnham, Interim City Manager

Exhibit A

Agreement No. A-6680

WASTEWATER TRANSPORTATION AND TREATMENT AGREEMENT

This Agreement is entered into this 11th day of July by and between the City of Oxnard, a political subdivision of the State of California, hereinafter referred to as "Oxnard" and the Channel Islands Beach Community Services District, a Community Services District formed pursuant to California Government Code §61000, et seq., hereinafter referred to as "Channel Islands". The term of this Agreement is 30 years. The Agreement may, upon mutual written agreement of the parties, be extended upon terms and conditions the same as or similar to those contained herein.

RECITALS

A. Oxnard owns, operates and maintains the Oxnard Wastewater Treatment Plant, hereinafter referred to as the "Treatment Plant".

B. Channel Islands provides sewer and wastewater services to its constituents located within Channel Islands service area. Channel Islands recently acquired in a negotiated settlement with the City of Port Hueneme, in Case No. CIV217391, the *City of Port Hueneme vs. Channel Islands Beach Community Services District*, certain pipelines and ancillary facilities for the transportation and disposal of sewage and wastewater. Those facilities include pump stations and force mains described and set forth in Exhibit "A" attached hereto and incorporated herein.

C. As part of the negotiated settlement, Channel Islands also acquired from the City of Port Hueneme the right to use certain treatment capacity in the Treatment Plant. Channel Islands acquired the right to utilize 0.5 million gallons per day (mgd) peak day dry weather flow and an equivalent 0.9 mgd peak day wet weather flow in the Treatment Plant.

D. The parties recognize that Oxnard is presently constructing a new wastewater collection and transportation system including pipelines, pumps and ancillary equipment to be constructed along Victoria Avenue from Channel Islands Boulevard (Victoria Trunk Sewer) to Hemlock where it will connect and tie into Redwood Trunk Sewer as shown in Exhibit B.

E. The parties recognize that Oxnard will receive wastewater from Channel Islands near the location of what has historically been Pump Station "C" operated and maintained by the City of Port Hueneme.

F. The parties recognize that Oxnard services a portion of its service area and constituents, through the Channel Islands collections system. These areas are collected by of Oxnard and pumped through various Pump Stations, including facilities owned and operated by Channel Islands, to Pump Station "C" as designated in Exhibit "A". The wastewater transported

COUNCIL APPROVAL
DATE: 07/11/06 AGENDA # I-B

to the Oxnard system at that point consists of wastewater generated from within Oxnard as well as Channel Islands.

G. Oxnard currently pays for the transport of that wastewater through an agreement with the City of Port Hueneme. Oxnard quarterly pays 91% of its regular sewer service charges collected from those properties served through Channel Islands system to the City of Port Hueneme. The City of Port Hueneme in turn pays Channel Islands the same amount it receives from Oxnard for that service.

H. Upon execution of this contract, and agreement by the City of Port Hueneme, the monthly sewer service fees collected from Oxnard by Port Hueneme and paid to Channel Islands, for the areas served through the Channel Islands system, will become a credit against the treatment costs associated with the all the wastewater flow from Channel Islands as discussed later in this document.

F. The parties wish to provide a methodology whereby Channel Islands participates in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects and Channel Islands pays for the transportation, operation and maintenance of the pipeline, pumping and ancillary equipment necessary to convey Channel Island sewage and wastewater to the treatment plant. Furthermore the parties wish to set forth the terms and conditions upon which Oxnard will treat and dispose of Channel Islands sewage and wastewater at the Treatment Plant.

AGREEMENT

But now therefore it is agreed as follows:

1. The parties agree that the wastewater generated within the service area of Channel Islands, and certain portions of the City of Oxnard, will be transported through the Victoria Trunk Sewer and Redwood Trunk Sewer for treatment at the Treatment Plant.

2. Channel Islands shall participate in the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer projects pursuant to the terms set forth herein. Channel Islands share of the capital and construction costs shall be as set forth in Exhibit "C" and incorporated herein by reference. Exhibit C shall be updated by Oxnard periodically until construction is completed.

3. a. The parties agree that Channel Islands shall pay for its share of the capital and construction costs of the Victoria Trunk Sewer and Redwood Trunk Sewer in progress payments that are set forth in Exhibit "C" which is attached hereto and incorporated herein. The parties further agree that said progress payments shall be not more often than once a month and request for such payments shall be in writing by Oxnard, and shall be in a form mutually agreeable by the parties. Channel Islands agrees that within twenty (20) days after the receipt of the request for a progress payment, it will make payment or set forth its reasons for refusing to make a payment. Oxnard's request for a progress payment shall include Oxnard's representation that, to Oxnard's knowledge, information and belief that the work has progressed to the point

indicated and that the conditions precedent to Oxnard be entitled to such payments have been fulfilled. In order to verify the capital and construction costs, Oxnard agrees that it will provide to Channel Islands, upon written request, any documentation relating to the costs of construction of Victoria Trunk Sewer Redwood Trunk Sewer as shown in Exhibit B for which Channel Islands is being asked to contribute. The cost of the reproduction of said documentation shall be borne by Channel Islands. Furthermore, Oxnard will provide to Channel Islands any working drawings, schematics, blueprints, or construction drawings, relating to the Victoria Trunk Sewer and Redwood Trunk Sewer projects. The cost of the reproduction of said documents shall be borne by Channel Islands.

b. In addition, should extensive repair or replacement of the Victoria Trunk Sewer and Redwood Trunk Sewer be necessary because of acts of nature, god, war, system age and wear, or other reasons beyond the control of Oxnard, Channel Islands shall contribute to the cost of replacement or repair according to the provisions of Section 3a and the methodology described in Exhibit C, or in the alternative, Channel Islands may terminate this agreement.

4. Channel Islands shall in addition to the capital and construction fees set forth herein, pay a monthly service charge to Oxnard for the transportation and treatment of sewage and wastewater generated within the Channel Islands service area (including that portion of the Oxnard Service Area that goes through Channel Islands force mains that are tributary to Pump Station "C"). The monthly service charge will be calculated based upon flow and strength characteristics as measured (for BOD and SS) at Pump Stations "A" and "B" and designated for illustration purposes only in Exhibit "A", or at such other locations as are mutually agreed upon by the parties. The sewer service charge shall be the sum of the then existing fee based upon the Regional Treatment and Disposal Facility User Charge in accordance with City Ordinance No. 2632, as may be amended from time to time.

Measurements for the calibration calculation shall be done twice annually in May and November. The cost of said measuring shall be borne equally by Channel Islands and Oxnard and shall be done by or at the direction of Channel Islands. Channel Islands shall provide the documentation calculations by these measurements to Oxnard.

5. Oxnard shall charge Channel Islands on a monthly basis for the transport and treatment of its sewage and wastewater as set forth in paragraph 4 herein. The parties recognize that the reading at Manhole MHC, upon which Channel Islands monthly charge is based, includes that area of Oxnard that has its sewage and wastewater collected and transported by the Channel Islands system to Manhole MHC.

The parties therefore agree that the monthly fee due to Oxnard shall be based upon monthly flow measurements of each party's area and shall be adjusted semiannually based upon samples collected and tested in May and November which shall measure BOD and Suspended Solids. In other words, there shall be a "true-up" with a corresponding offset to the amount owed by Channel Islands for the sewage and wastewater generated by the ratepayers in Oxnard's Service Area which flows through Pump Station MHC.

6. a. Channel Islands agrees to pay to Oxnard, operation and maintenance fee for the to be constructed pump stations in the City of Oxnard system which services the Hemlock

and Redwood Trunk Sewer Line. The parties estimate that Channel Islands flow and the Hemlock line is 7.7% and less than 2% in the portion that the Redwood Trunk Sewer that transports and conveys Channel Islands sewage and wastewater. The parties agree that for purposes of simplicity, Once the Victoria Line is in operation, Channel Islands shall pay to Oxnard a fee of $10,000.00 per month which shall be for the purpose of paying for the operation and maintenance of the pump stations in the City of Oxnard system. The fee shall be adjusted on the first day of July after the first full year of operations. An adjustment shall be made for the next fiscal year and yearly thereafter during the term of the Agreement. The adjusted fee shall be the percentage allocation of the actual cost of operation and maintenance and energy attributable to Channel Islands Sewage and Wastewater, including direct cost of labor and material as well as reasonable overhead and indirect cost. If Channel Islands does not agree with the cost provided by the City, it shall forthwith monthly pay the amount which it agrees represents such cost, in no event less than $10,000. The parties shall then promptly arbitrate the issue of costs payable under the rules of the American Arbitration Association for commercial arbitration. If the actual cost is determined to be more than the amount paid, Channel Islands will pay the difference within 30 days of the final decision. If such actual cost is determined to be less than the amount paid, the City shall pay the difference to Channel Islands within 30 days.

7. To the extent possible, Oxnard will provide to Channel Islands on at least a quarterly basis, a status report setting forth the construction schedule for the pipeline set forth herein as well as an estimated date of completion.

8. The provisions of this Agreement shall be entered to the benefit of and be binding upon each of the parties and their successors and assigns. This Agreement shall continue in full force and effect until terminated by the mutual consent of the parties hereto. This Agreement may only be amended in writing by both the parties.

9. Channel Islands agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which Channel Islands or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

10. The City agrees to indemnify, hold harmless and defend Channel Islands, its legislative body and each member thereof, and every officer, employee, representative or agent of Channel Islands, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by the City

or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on the City's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, or acts for which the City or its agents, employees, subconsultants, subcontractors, consultants and other persons acting on Channel Islands' behalf would be held strictly liable.

11. Insurance

Each party represents that it is self-insured under applicable provisions of California Law.

12. Successors and Assigns

Channel Islands and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Channel Islands and City.

13. Force Majeure

Channel Islands and City agree that neither City nor Channel Islands shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

14. Channel Islands and City agree that each term and each provision of this Agreement to be performed by Channel Islands shall be construed to be both a covenant and a condition.

15. Governing Law

City and Channel Islands agree that the construction and interpretation of this Agreement and the rights and duties of City and Channel Islands hereunder shall be governed by the laws of the State of California.

16. Compliance with Laws

Channel Islands agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Channel Islands pursuant to this Agreement.

17. City and Channel Islands agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

18. City and Channel Islands agree that no waiver of a breach of any provision of this Agreement by either Channel Islands or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Channel Islands to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

19. Counterparts

City and Channel Islands agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

20. Expenses of Enforcement

Channel Islands and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

21. Authority to Execute

a. City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

b. Channel Islands acknowledges that the person executing this Agreement has been duly authorized by Channel Islands to do so on behalf of Channel Islands.

22. Notices

a. Any notices to Channel Islands may be delivered personally or by mail addressed to:
353 Santa Monica Drive
Channel Islands Beach, CA 93035-4473
Attention: General Manager

b. Any notices to City may be delivered personally or by mail addressed to:
City of Oxnard
6001 S. Perkins Road
Oxnard, CA 93033
Attention: Assistant Public Works Director

23. Amendment

City and Channel Islands agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both Manager and Channel Islands.

24. Entire Agreement

City and Channel Islands agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

By: _____
Dr. Thomas E. Holden, Mayor

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

By: _____
Marcia Marcus, President

ATTEST:

_____
Daniel Martinez, City Clerk

APPROVED AS TO FORM

_____
Gary L. Gillig, City Attorney

APPROVED AS TO INSURANCE:

_____
Marcie Medina, Finance Director

APPROVED AS TO CONTENT:

_____
Mark S. Norris, Assistant Public Works Director

EXHIBIT A
Channel Islands Beach CSD Facilities

Lift Station A

This facility is located on the northeast corner of Roosevelt Avenue and Highland Drive. The lift station consists of three below ground structures; a wet well, a utility vault that houses the pump and electrical equipment, and a meter vault. These are located within the improved right of way of Roosevelt Avenue. The pump equipment utility vault and the wet well are situated in the sidewalk on the east side of Roosevelt. The area surrounding the lift station is a mix of residential and commercial development.

This lift station serves an area that measures approximately 129 acres and serves approximately 1,200 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

The buried circular precast concrete wet well collects wastewater from the adjacent collection system and serves as a forebay to the lift station. The only component of the wet well that is visible from the surface is the manhole cover located in the sidewalk.

Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in a precast concrete utility vault also located belowground. The utility vault measures approximately 8 feet by 15 feet and is 17 feet deep. The pump units are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels and speed is varied by variable frequency drives to maintain set levels in the wet well. The motor control center, and electrical and control equipment are contained within electrical panels situated within the utility vault. The control of the pump station is all located in the utility vault. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

The two pumps at this lift station are identical. Both pump units are rated for a flow of 470 gallons per minute at a total dynamic head of 66 feet. The lead-lag status of the two pumps has routinely been alternated to equalize wear on the units.

Lift Station B

The components of Lift Station B are virtually identical to those described above -on the west side of Ocean Drive immediately adjacent to the intersection of Ocean Drive and La Crescenta Street. The lift station is situated within a residential neighborhood. This lift station serves an area that measures approximately 174 acres and serves approximately 800 parcels within the service area. The service area of this lift station is basically built out and the potential for future increased flows is minimal.

Similar to Lift Station A, this lift station also has a buried circular precast concrete wet well which collects the sewage from the surrounding area. Two recessed impeller sewage pumps (20 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep, belowground utility vault.

The two pumping units are identical; both units are rated for a flow of 470 gallons per minute at a

total dynamic head of 66 feet. The pumps are actuated based on wastewater levels in the wet well and speed is varied by variable frequency drives to maintain a set level in the wet well. Flow and pressure are monitored and recorded, but the information must be manually downloaded. Alarms are dialed into an emergency service via dedicated telephone lines.

Lift Station H

The components that comprise Lift Station H are virtually identical to those described above for Lift Station A and Lift Station B, with a few exceptions. These exceptions include; smaller pumping units, constant speed drivers, and no meter to measure the flow pumped by Lift Station H.

Lift Station H is located on the south side and within the improved right of way of Channel Islands Boulevard approximately 200 feet east of the intersection of Channel Islands Boulevard and Peninsula Road. The pumping station is situated in the sidewalk of a mixed residential/commercial area. Both the pump equipment utility vault and the wet well are situated in the sidewalk on the south side of Channel Islands Boulevard.

The station has a buried circular precast concrete wet well that collects the sewage from the surrounding area. Two recessed impeller sewage pumps (5 hp) are located adjacent to the wet well in an 8 feet by 15 feet and 17 feet deep utility vault. The pumping units are constant speed pumps and are equipped with suction and discharge piping and respective isolation valves. The pumps are actuated based on wastewater levels in the wet well.

FORCEMAINS

Separate forcemains convey the wastewater flows pumped from Lift Station A and Lift Station B to Manhole C. For the purpose of this document, those forcemains are referred to as Forcemain A and Forcemain B, respectively. In addition, there is a short segment of forcemain, referred to as Forcemain H, that connects the discharge piping of Lift Station H to Forcemain B. Table 1 provides a summary of the lengths of pipe, their diameters, and the materials that makeup these forcemains.

Table 1
Summary of Sewer Forcemains

Forcemain	Street	Size	Material	Length
A	Roosevelt Boulevard	8-Inch	AC	589
	Victoria Avenue	8-Inch	AC	967
		8-Inch	PVC	3,279
		8-Inch	Techite	2,144
	Subtotal	N/A	N/A	6,979
B	La Crescenta Avenue	8-Inch	AC	167
	Sunset Lane	8-Inch	AC	1,868
	Channel Islands Boulevard.	8-Inch	AC	896
		12-Inch	AC	1,114
		12-Inch	CI	585
		12-Inch	DI	16
		12-Inch	PVC	1,512
	Subtotal	N/A	N/A	6,158

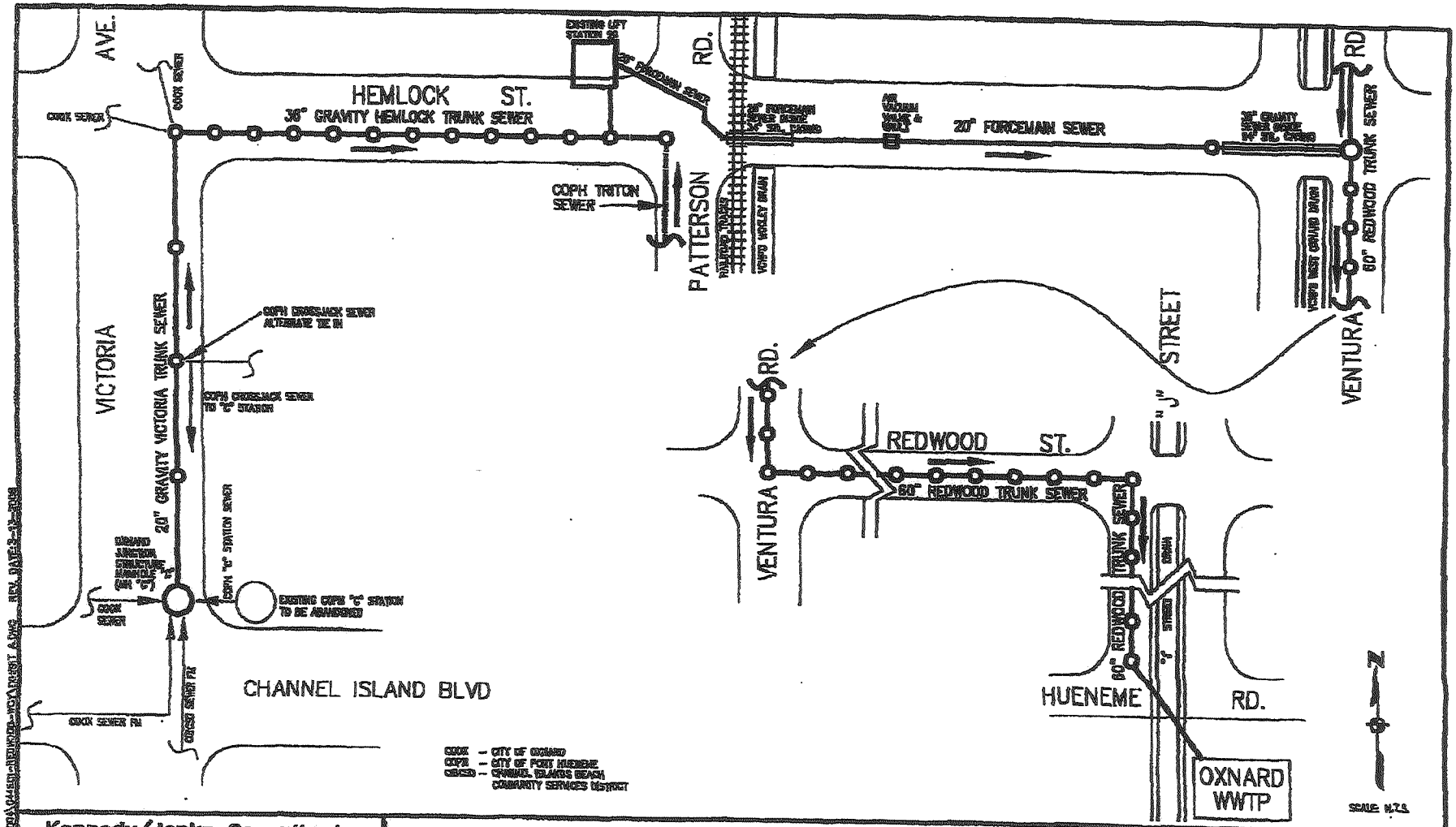
H	Channel Islands Boulevard	6-Inch	DI	198
Total	N/A	N/A	N/A	13,335

Forcemain A extends from Lift Station A to Manhole C and is approximately 6,979 lineal feet in length. This forcemain entirely comprises of 8-inch diameter pipe. The forcemain begins on the discharge side of Lift Station A (northeast corner of Highland Avenue and Roosevelt Boulevard). The pipeline proceeds in a northwest direction and within the public right of way of Roosevelt Boulevard. At the intersection of Roosevelt Boulevard and Victoria Boulevard, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Victoria Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard.

Forcemain B extends from Lift Station B to Manhole C and is approximately 6,160 lineal feet in length. This forcemain comprises of 8-inch diameter and 12-inch diameter pipe. The forcemain begins on the discharge side of Lift Station B (intersection of La Crescenta Street and Ocean Drive). The pipeline proceeds in an easterly direction arid within the public right of way of La Crescenta Street. At the intersection of La Crescenta Street and Sunset Lane, the pipeline alignment turns and proceeds in a northerly direction within the public right of way of Sunset Lane. At. the intersection of Sunset Lane and Channel Islands Boulevard, the pipeline alignment turns and proceeds in an almost easterly direction within the public right of way of Channel Islands Boulevard. The forcemain discharges to Manhole C located near the northeast corner of the intersection of Victoria Boulevard and Channel Islands Boulevard. This forcemain begins as an 8-inch diameter pipeline and then its diameter is enlarged to 12-inches near the intersection of Channel Islands Boulevard and Harbor Boulevard.

There are two bridges on Channel Islands Boulevard crossings over the east arid west boat waterways (channels). On the west channel bridge, the forcemain was installed within a utility port built into the bridge. On the east channel bridge, the forcemain is suspended under the bridge with steel pipe hangers.

Forcemain H is approximately 198 feet long and extends from Lift Station H to its connection point to Forcemain B. The pipe connects to Forcemain B at a point immediately west of the east channel bridge. The connection point is an 8" x 12" x 12" wye installed on Forcemain B. An 8" x 12" reducer and an 8-inch diameter gate valve complete this connection.



Kennedy/Jenks Consultants
1000 HILL ROAD, SUITE 200
VENTURA, CALIFORNIA 93003

MEMORANDUM OF UNDERSTANDING

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

EXHIBIT C WORKSHEET

Reach	Description	Peak Capacity (MGD)	COOX (MGD)	% Capacity	COPH PWWF (MGD)	% Capacity	CIBCSD PWWF (MGD)	% Capacity
1	Victoria Avenue Line	2.15	1.03	47.67	0.225	10.47	0.9	41.86
2	Hemlock Trunk to MH AT+68	11.69	10.57	90.38	0.225	1.92	0.9	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	11.69	10.12	86.53	0.675	5.77	0.9	7.70
4	LS 29 and Hemlock Force Main	18.3	16.73	91.39	0.675	3.69	0.9	4.92
5	Redwood Trunk Sewer	46.63	44.06	96.55	0.675	1.48	0.9	1.97

Reach	Description	Construction Bid Cost	Change Orders Cost	Const. Mgmt. Cost	Eng. Costs	Total Costs	
1	Victoria Avenue Line (estimate)	$960,000	$0	$250,000	$87,500	$1,297,500	Open Cut Construction
2	Hemlock Trunk to MH AT+68	$4,182,407	$1,287,500	$366,995	$144,450	$5,981,352	
3	Hemlock Trunk - MH AT+68 to LS 29	$46,518	$0	$4,082	$1,613	$52,213	
4	LS 29 and Hemlock Force Main	$3,951,772	$0	$1,006,416	$607,436	$5,565,624	
5	Redwood Trunk Sewer	$21,652,269	$584,911	$1,017,715	$585,154	$23,840,049	

Reach	Description	COOX Cost	COOX %	COPH Cost	COPH %	CIBCSD Cost	CIBCSD %
1	Victoria Avenue Line	$618,576	47.67	$135,785	10.47	$543,140	41.86
2	Hemlock Trunk to MH AT+68	$5,405,730	90.38	$115,124	1.92	$460,498	7.70
3	Hemlock Trunk - MH AT+68 to LS 29	$45,178	86.53	$3,015	5.77	$4,020	7.70
4	LS 29 and Hemlock Force Main	$5,086,615	91.39	$205,289	3.69	$273,719	4.92
5	Redwood Trunk Sewer	$23,017,168	96.55	$352,663	1.48	$470,218	1.97
	Totals	$34,173,267		$811,877		$1,751,594	

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5/18/2006

Exhibit B

A-6680

AMENDMENT TO AGREEMENT

THIS AMENDMENT is entered effective the 16th day of December, 2008, by and between the CITY OF OXNARD, a political subdivision of the State of California, (hereinafter referred to as "Oxnard") and the CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq. (hereinafter referred to as "Channel Islands").

RECITALS

A. Oxnard and Channel Islands have entered into a Wastewater Transportation and Treatment Agreement (Agreement No. A-6680) dated July 11, 2006 (hereinafter referred to as the "Agreement") attached hereto as Exhibit A and incorporated herein by reference.

B. The parties wish to amend the Agreement and provide for a methodology of payment of capital funds by Channel Islands to Oxnard for the Victoria Trunk Sewer portion of the project set forth in the Agreement.

NOW, THEREFORE, it is agreed as follows:

1. Oxnard intends to construct the Victoria Trunk Sewer as set forth in the Agreement.

2. Pursuant to the Agreement, Channel Islands has agreed to pay its share of the capital and construction costs of the Victoria Trunk Sewer. Channel Islands agrees to pay to Oxnard prior to December 31, 2008, the sum of $543,140 which represents its estimated share of the capital and construction costs of the Victoria Trunk Sewer as set forth in Paragraph 3 of the Agreement. The payment by Channel Islands to Oxnard shall be in a lump sum and shall be held by Oxnard for the purposes of the capital and construction costs of said improvements.

3. The parties agree that at the end of the construction of the Victoria Trunk Sewer, there shall be a "true-up" of the capital and construction costs owed by Channel Islands. The true-up shall be completed no later than December 31, 2010. In the event that the "true-up" shows an amount paid by Channel Islands ($543,140) exceeds Channel Islands' share of the cost as provided in paragraph 3 of the Agreement, then Channel Islands shall receive a credit for such excess amount against the amount Channel Islands has agreed to pay to Oxnard for operation and maintenance costs contained in Paragraph 6 of the Agreement.

Moreover, if the "true-up" evidences that Channel Islands' estimated payments exceed the actual construction expenses, then Channel Islands will be credited with interest at the Local Agency Investment Fund Rate earned by Oxnard on its investments in such fund for

COUNCIL APPROVAL
DATE: 12-16-08 AGENDA # I-8

the amount of excess payments, commencing on the date payment is made. The interest amount shall be credited to Channel Islands as set forth in this paragraph.

4. Oxnard affirms that Channel Islands will have all rights to transport flow set forth in the Agreement.

5. Except as amended herein, the Agreement shall remain in full force and effect.

CITY OF OXNARD, a political subdivision of the State of California

By _____
Dr. Thomas E. Holden, Mayor

APPROVED AS TO CONTENT

By _____
Mark Norris, Assistant Public Works Director

APPROVED AS TO FORM:

By _____
Alan Holmberg, Acting City Attorney

ATTEST

By _____
Daniel Martinez, City Clerk

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT, a community services district formed pursuant to California Government Code Section 61000, et seq.

By _____

Exhibit C

City of Port Hueneme

March 23, 2006

Channel Islands Beach Community Services District
Attn: Mr. James D. Kuykendall, P.E.
353 Santa Monica Drive
Channel Islands Beach, CA 93035

REF: TREATMENT AND DISPOSAL FEE AS STIPULATED IN FINAL SETTLEMENT AGREEMENT BETWEEN CITY OF PORT HUENEME (COPH) AND CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT (CIBCSD)

Dear Mr. Kuykendall:

The City of Port Hueneme is proposing, for purposes of Section 3.1.A (2) and Section 3.1.D of the settlement agreement, the method for calculating how COPH will charge CIBCSD for the Regional Wastewater Treatment Facility (RWTF) Treatment /Disposal fee and half of the costs related to sampling and testing of the wastewater at Pump Station C.

With one year's worth of sampling data of COPH and CIBCSD wastewater having been recorded, COPH proposes that in lieu of continued sampling (which cost $21,420 in calendar year 2005), CIBCSD's average monthly TSS, BOD, and flow for calendar year 2005 be used as the method to calculate CIBCSD's RWTF Treatment/Disposal fee (commencing April 2006) until CIBCSD disconnects, as set forth in the final settlement agreement, from COPH's system. Please see the attachment for details. Based upon Oxnard's current RWTF Treatment/Disposal fee, this results in a current monthly RWTF Treatment/Disposal fee in the amount of $33,803. This Treatment/Disposal fee, along with the City's monthly operating cost, which is currently $12,133.50 per month, makes the total monthly charge payable to COPH from CIBCSD $45,936.50. This charge will remain consistent until such time as Oxnard amends its user charges (at which time CIBCSD's fee will be amended as well based upon the above method), or until January 1, 2007 when the City's monthly operating cost will be increased pursuant to Section 3.1.A (1) of the settlement agreement.

If this proposal regarding the method for calculating RWTF Treatment/Disposal Fees is satisfactory to your agency, please execute the enclosed additional copy of this letter and return it to the City and remit payment of the set amount beginning in April 2006. Please return your response to the following address:

City of Port Hueneme
Attn: Utility Services Director
250 North Ventura Road
Port Hueneme, CA 93041

If you have any questions or would like to discuss this matter further, please feel free to contact me at (805) 986-6506.

Sincerely,

CARRIE MATTINGLY
UTILITY SERVICES DIRECTOR

If the above is acceptable to your agency, please indicate with your signature below.

James D. Kuykendall, P.E.
General Manager, Channel Islands Beach Community Services District

c: City Manager
City Attorney
Financial Services Director
Wastewater Superintendent

- Facility Users Charge Table

FACILITY USER CHARGES TABLE

CIBCSD average flow and loading January 2005 – December 2005:
Average Total Suspended Solids (TSS) = 50.87 thousand pounds per month
Average Biochemical Oxygen Demand (BOD) = 52.9 thousand pounds per month
Average Flow = 27.73 million gallons per month

City of Oxnard Facility User Charges based on formula established in Oxnard Ordinance #2632:

$496.986 per million gallons
$171.501 per thousand pounds of BOD
$215.349 per thousand pounds TSS

CIBCSD treatment and disposal fee based on Oxnard's current charges

	Quantity	X	Rate	Total $
Flow	27.73	X	$496.845	$13,777
BOD	52.9	X	$171.501	$9,072
TSS	50.87	X	$215.349	$10,954
Total				$33,803

Oxnard Ordinance #2632 expires June 30, 2006. City of Port Hueneme has received no response from Oxnard staff as to when new rates will be available.

Exhibit D

AECOM

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Ventura, CA 93003
www.aecom.com

(805) 644-9704 Tel
(805) 642-8277 Fax

March 21, 2011

Jared Bouchard, District General Manager
Channel Islands Beach
Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035

Subject: Forcemain Cost Sharing Evaluation
Project No. 60212048

Dear Mr. Bouchard:

In support of the "Forcemain A&B Cost-Sharing Agreement", detailing the cost sharing between Channel Islands Beach Community Services District (District) and City of Oxnard (City), the District secured the services of a consultant to determine an appropriate cost-sharing arrangement between the two stakeholders. The subsequent document, "Cost-Sharing Recommendations for Rehabilitation of Forcemains A & B", included as Attachment 1, outlines an approach to equitably allocate the costs of the project between the District and Oxnard. The aforementioned document provides an approach based on existing system use; the alternative approach outlined in the following section focuses on allocations based on future use.

Revised Approach

The Ventura County Harbor area, which receives wastewater service from the City of Oxnard, has been identified for future development and increased potable water demand. This increase in potable water demand is outlined in the 2010 Channel Islands Beach Community Services District – Infrastructure Review, relevant sections included as Attachment 2. The report includes an estimate of future demand based on existing and projected land uses, and was developed in conjunction with direction from the District and Ventura County Harbor staff. Conversely, it is understood that develoment within the District wastewater service areas is essentially built-out, and that existing potable water demand and the resulting wastewater flows can be considered adequate for estimates of future flow.

The land use map and corresponding demand estimates from the 2010 District - Infrastructure Review and the return-to-sewer ratios included in the previous cost-sharing evaluation, was used to develop estimated future flows from the Harbor areas. Table 1 provides a summary of the results.

TABLE 1
ESTIMATED FUTURE HARBOR WASTEWATER FLOWS

Forcemain	Pipe Segment	Area Description	Area[a] (acres)	Land Use Demand (gpd/acre)[b]	Calculated Demand (gpm)	RTS[c]	Estimated Sewer Flows (gpm)
A	1	Launch Ramp	8.38	550	3.2	0.7	2.2
		Boating Dependent Industrial	9.87	160	1.1	0.7	0.8
		Visitor Serving Habor Oriented	3.00	4,700	9.8	0.9	8.8
		Visitor Serving Non Boating Dependent	5.70	230	0.9	0.7	0.6
		Total	**26.95**				**12.4**
	2	Mixed Use High	7.28	4,810	24	0.9	21.6
		Total	**7.28**				**21.6**
B	1	Mulit-Family Residential	4.46	3,910	12.1	0.9	10.9
		Visitor Serving Harbor Oriented	10.40	4,700	33.9	0.9	30.5
		Park	6.62	3,125	14.4	0.5	7.2
		Mixed Use Low	3.00	3,000	6.3	0.9	5.7
		Parking/Landscaping	22.87	490	7.8	0.6	4.7
		Total	**47.35**				**59.0**
	3	Mulit-Family Residential	28.06	3,910	76.2	0.9	68.6
		Visitor Serving Harbor Oriented	15.95	4,700	52.1	0.9	46.9
		Mixed Use Low	2.37	3,000	4.9	0.9	4.4
		Parking/Landscaping	0.57	490	0.2	0.6	0.1
		Other - 130 Units North of CI Blvd[d]	-	-	14	0.9	12.6
		Total	**46.95**				**132.6**

(a) Area for each land use was developed using the GIS files prepared for Figure 5-5 of the 2010 District – Infrastructure Review.
(b) Estimated Land Use Demands were developed based on Table 3-3 of the 2010 District – Infrastructure Review.
(c) To provide a comparison of the values developed in the previous recommendations, the same return-to-sewer ratios were used.
(d) The residential units designated in this category were not included in the 2010 District – Infrastructure Review since this area receives potable water service from the City of Oxnard. To determine the wastewater impact from this service area, the number of units was calculated following review of City of Port Huenema Wastewater Service Charges invoice dated 18 January 2011 and was found to be 130 units. The average potable water demand of these units was assumed to be consistent with the average single family potable water demand from the District residential units, the average calculated value was determined to be 6.4 HCF between 2008-10.

The future wastewater flows developed in Table 1 were used to determine the updated cost-sharing values based on the revised approach. The proposed cost sharing values are presented in Table 2, in addition to the values developed as part of the original evaluation, which are based on existing flows.

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TABLE 2
PIPE LENGTH RESPONSIBILITIES

				Existing			Ultimate		
Forcemain	Pipe Segment	Pipe Length (feet)	Customer	Cumulative Flow (gpm)	Percent Contribution	Responsible Pipe Length (feet)	Cumulative Flow (gpm)	Percent Contribution	Responsible Pipe Length (feet)
A	1	6,606	Oxnard	7.8	6	385	12.4	9	595
			District	126.1	94	6,221	126.1	91	6,011
			Total	133.9			138.5		
	2	722	Oxnard	13.7	10	71	34.0	21	152
			District	126.1	90	651	126.1	79	570
			Total	139.8			160.1		
B	1	3,325	Oxnard	28.4	24	796	59.0	40	1,330
			District	90.2	76	2,529	90.2	60	1,995
			Total	118.6			149.2		
	2	1,880	Oxnard	138.3	61	1,138	168.9	65	1,222
			District	90.2	39	742	90.2	35	658
			Total	228.5			259.1		
	3	741	Oxnard	230.5	72	533	301.5	77	571
			District	90.2	28	208	90.2	23	170
			Total	320.7			391.7		

F:\CIBCSD\As Needed Services\Task 2

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5851 Thille Street, Suite 201
Ventura, CA 93003
www.aecom.com

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(805) 642-8277 Fax

A summary of the resulting overall cost sharing for both forcemains is presented in Table 3.

TABLE 3
ALLOCATION SUMMARY

	Forcemain A		Forcemain B	
Customer	Allocated Pipe Length (feet)	Funding Allocation (Percent)	Allocated Pipe Length (feet)	Funding Allocation (Percent)
Oxnard	746	10	3,123	53
District	6,582	90	2,823	47
Total	7,328	100	5,946	100

Recommendation

The approach developed for this cost-sharing approach provides a more accurate reflection of each stakeholder's estimated use of the two forcemains. Based on this approach, the District should supply 90 percent of funding for Forcemain A and 47 percent for Forcemain B, and the City should provide the remaining 10 percent funding for Forcemain A and 53 percent for Forcemain B.

Sincerely,

Ryan Gallagher
Project Manager

Attachment 1 - "Cost-Sharing Recommendations for Rehabilitation of Forcemains A &B"
Attachment 2 – Figure 5-5 and Table 3-3 of the 2010 CIBCSD Infrastructure Review

Kennedy/Jenks Consultants
Engineers & Scientists
2775 North Ventura Road, Suite 100
Oxnard, California 93036
805-973-5700
FAX: 805-973-1440

27 January 2011

Mr. Jared Bouchard
District Manager
Channel Islands Beach Community Services District
353 Santa Monica Drive
Channel Islands Beach, CA 93035

Subject: Cost-Sharing Recommendations for Rehabilitation of Forcemains A & B
K/J 1189003*00

Dear Mr. Bouchard:

The Channel Islands Beach Community Services District (District) and the City of Oxnard (City) have drafted the "Forcemain A & B Cost-Sharing Agreement" which details the funding required from the District and City for rehabilitation of Forcemains A and B. In order to finalize the Cost-Sharing Agreement, Kennedy/Jenks has analyzed the District and City sewage flow ratios within each Forcemain. The procedure, assumptions, and results are described below.

Procedure

Kennedy/Jenks Consultants is concurrently working with the City on a Harbor Wastewater Modeling Project in which potable water billing information for District and City customers averaged over a two year period has been obtained. Return to Sewer Ratios (RTS) for each customer land use type have been previously calibrated to best match flow monitoring data provided by the City. These ratios were applied to the potable water billing data to determine sewage flows for this analysis.

Sewage flows attributed to the District and City are based on which entity provides the sewage service to each potable water customer within the Project boundary. Potable water customers are denoted as black dots or "nodes" on Figure 1 which shows the limits for District and City sewer service. The potable water billing information attributed to each customer node that lies within the blue shaded area is considered a City sewer customer while the potable water billing information attributed to each customer node that lies within the Orange shaded area is deemed a District sewer Customer.

Assumptions

Forcemains A and B are broken up into 2 and 3 segments, respectively. The limits of each segment are shown on Figure 2 and are described as follows:

Forcemain A

- Segment 1 – From Lift Station A to interconnect with Lift Station #27.
- Segment 2 – From interconnect with Lift Station #27 to Lift Station C.

Forcemain B

- Segment 1 – From Lift Station B to the corner of Harbor Blvd. and Channel Islands Blvd.
- Segment 2 – From corner of Harbor Blvd. and Channel Islands Blvd. to interconnect with Lift Station H.
- Segment 3 – From interconnect with Lift Station H to Lift Station C.

Figure 3 shows the five (5) Contribution Areas that account for the flows to the corresponding segments of pipe for each Forcemain. For example, Segment 3 of Forcemain B includes the sum of all District and City flows from Contribution Areas 1, 2, and 3 while Segment 1 only includes the flows from Contribution Area 1. The Contribution Areas were determined based on survey information found in the City's April 2004 Sewer Atlas and personal communication with the District.

Average Dry Weather Flow (ADWF) in Gallons per Minute (GPM) was used for all sewage flows considered in this analysis. The following RTS values were applied to each customer's average annual potable water consumption in GPM based on land use type:

- Park – 0.5
- Parking/Landscaping – 0.6
- Peninsula Point – 0.8
- Residential – 0.9
- Residential 2 – 0.9
- VSHO – 0.9
- VSNR – 0.7
- Irrigation – 0.1
- Commercial – 0.9
- School – 0.9

Results

Kennedy/Jenks Consultants has determined the percentage of District and City sewage flows within each of the two (2) segments of Forcemain A and each of the three (3) segments of Forcemain B. As flows increase from Segments 1 to 2 for Forcemain A and from Segments 1 to 2 to 3 for Forcemain B, it is necessary to determine the funding responsibility of both the District and City for each individual segment. A linear footage as a percentage of the total length for each Forcemain has been calculated for which the District and City will be responsible to fund that portion of the total project cost.

Table 1 below shows the direct flows from Contribution Areas 1 and 2 for Forcemain A and Contribution Areas 1, 2, and 3 for Forcemain B. The respective flows are noted for the District and City in GPM and as a percentage of the total flow from each Contribution Area.

TABLE 1
FLOW CONTRIBUTIONS

Forcemain	Contribution Area	Customer	Flow Contribution (GPM)	Percent Contribution
A	1	Oxnard	7.8	6
		District	126.1	94
		Total:	133.8	
	2	Oxnard	6.0	100
		District	0.0	0
		Total:	6.0	
B	1	Oxnard	28.4	24
		District	90.2	76
		Total:	118.6	
	2	Oxnard	109.9	100
		District	0.0	0
		Total:	109.9	
	3	Oxnard	92.2	100
		District	0.0	0
		Total:	92.2	

Table 2 shows the cumulative District and City sewage flows in each segment of pipe for both Forcemains. For example, the District contributes 126.1 GPM or 94% of the total flow in Segment 1 of Forcemain A while the few City sewer customers connected to this segment account for 7.8 GPM or 6% of the total flow. Because this flow ratio remains constant up until the connection point to Segment 2, the District is responsible for 94% of the construction cost for this segment.

When examining the results for Forcemain B, it can be seen that the District dominates the sewage contribution to Segment 1 but the City is the only contributor in Segments 2 and 3. At the final discharge point ("C Station"), the City accounts for 72% of the total flow and the District accounts for 28% of the total flow. The percentages shown in this table are indicative of the construction funding responsibilities of both the District and City for each of the five (5) Pipe Segments in linear feet.

TABLE 2
PIPE LENGTH RESPONSIBILITIES

Forcemain	Pipe Segment	Pipe Length (feet)	Customer	Cumulative Flow Contribution (GPM)	Cumulative Percent Contribution	Length of Pipe Responsible For (feet)
A	1	6,606	Oxnard	7.8	6	383
			District	126.1	94	6,223
			Total:	133.8		
	2	722	Oxnard	13.7	10	71
			District	126.1	90	651
			Total:	139.8		
B	1	3,325	Oxnard	28.4	24	796
			District	90.2	76	2,529
			Total:	118.6		
	2	1,880	Oxnard	138.3	61	1,138
			District	90.2	39	742
			Total:	228.5		
	3	741	Oxnard	230.5	72	533
			District	90.2	28	208
			Total:	320.7		

Table 3 summarizes the results of Table 2 by examining the Forcemains in their entirety as opposed to in segments. A total linear footage for each Forcemain has been calculated based on the values from Table 2 respective to each pipe segment. The total linear footage that the District and City should be responsible for divided by the total pipe length represents the percent of construction cost that the District and City should pay for each Forcemain using the criteria and assumptions stated previously for this analysis.

TABLE 3
FUNDING RESPONSIBILITIES

Customer	Forcemain A - Length of Pipe Responsible For (feet)	Forcemain A - Percent Funding Responsibility	Forcemain B - Length of Pipe Responsible For (feet)	Forcemain B - Percent Funding Responsibility
Oxnard	454	6	2,467	41
District	6,874	94	3,479	59
Total:	7,328	100	5,946	100

Therefore, the District should supply 94% of the funding for Forcemain A and 59% of the funding for Forcemain B. The City should supply 6% of the funding for Forcemain A and 41% of the funding for Forcemain B. This is based on the assumption that all segments of pipe will be the same pipe diameter and be installed using the same construction method. If pipe diameter or construction method differ by segment, refer to the "Cumulative Percent Contribution" column in Table 2 for the funding responsibilities for the District and the City for each segment. The potable water billing data sheets for each segment of both Forcemains are attached as Appendix A for your reference.

Please let us know if you have any questions or need additional information.

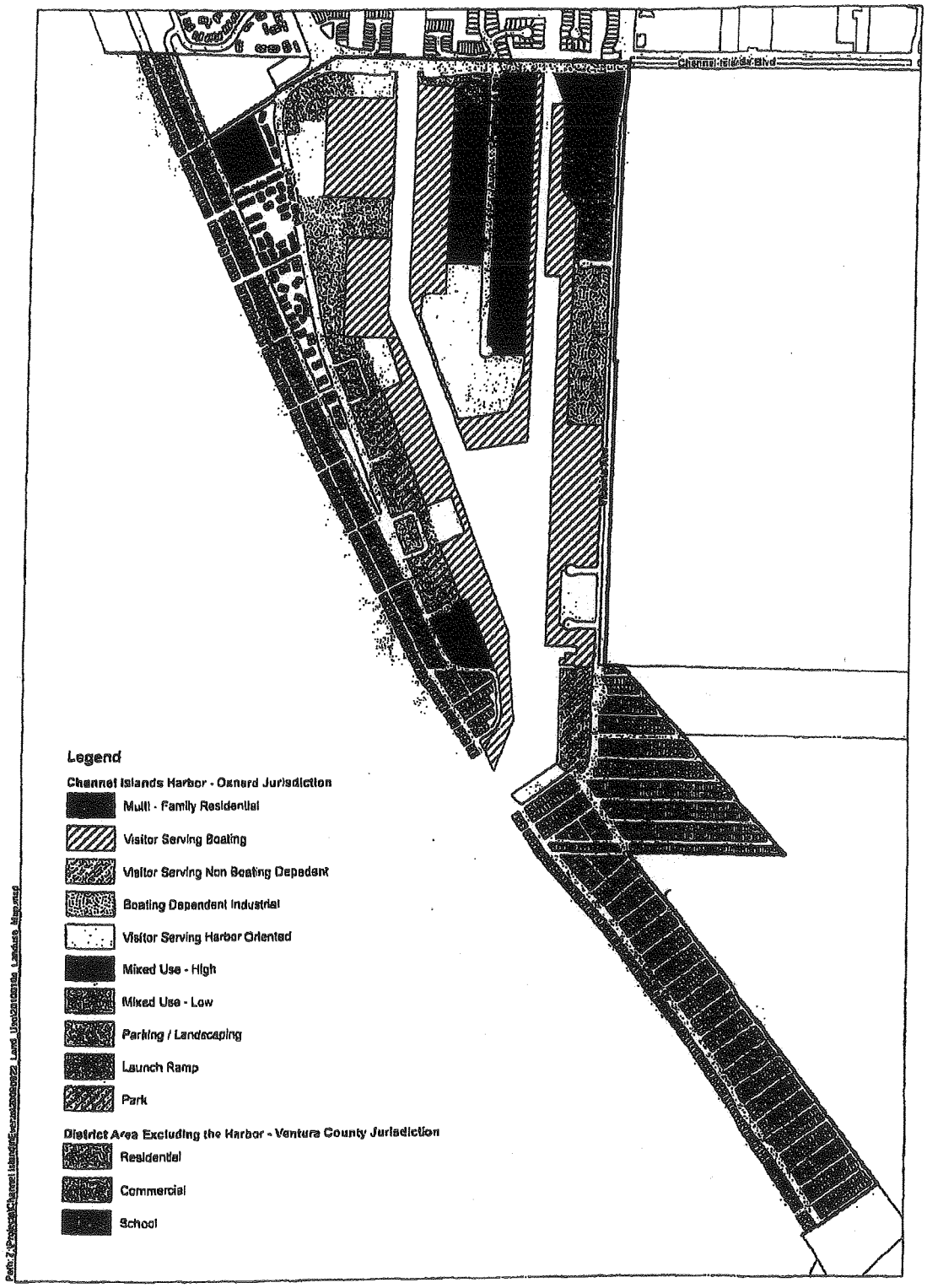
Very truly yours,

KENNEDY/JENKS CONSULTANTS

FOR: Mike Clement
Project Engineer

Enclosures: Figures 1, 2, and 3
Appendix A

cc: Jeff Savard, Kennedy/Jenks Consultants



N

0 400 800

Scale: Feet

Kennedy/Jenks Consultants

CIBCSD - Infrastructure Review
Ventura County, California

Land Use Map

KJ 0999041
February 2010

Figure 6-5

TABLE 3-3
ESTIMATED LAND USE DEMANDS

Land Use Type	Avg Daily Demand by Land Use (gpd/acre)[a]
Multi-Family Residential[b]	3,910
Visitor Serving Boating[c]	130
Visitor Serving Non-Boating Dependent[d]	230
Boating Dependent Industrial[e]	160
Visitor Serving Harbor Oriented[f]	4,700
Parking/Landscaping[g]	490
Launch Ramp[h]	550
Mixed Use – Low[i]	3,000
Mixed Use – High[j]	4,810
School[k]	1,080
Residential[l]	2,991
Commercial[m]	4,810
Park[n]	3,125

Notes:

(a) Each Daily Demand Factor includes a 15 percent increase to represent the maximum utilization of that property and provide a conservative value.

(b) The property identified to serve as the representative customer for this land use type is the Greystar Apartments (03350-02).

(c) The property identified to serve as the representative customer for this land use type is the Vintage Marina (03600-01).

(d) The property identified to serve as the representative customer for this land use type is the Kiddie's Beach Restroom (02770-01).

(e) The property identified to serve as the representative customer for this land use type is the Bellport Marine Yard (02010-02).

(f) The property identified to serve as the representative customer for this land use type is the Whales Tail (13940-01).

(g) The property identified to serve as the representative customer for this land use type is the County Irrigation Sprinklers (04740-01).

(h) The property identified to serve as the representative customer for this land use type is the Launch Ramp Victoria (04690-01).

(i) This Land Use type does not currently exist in the District service area. This value was determined at the October 2009 meeting with District and Ventura County staff.

(j) This Land Use type does not currently exist in the District service area. Kennedy/Jenks estimates this Land Use type, representing the future Fisherman's Wharf development consisting of 3 to 4 story buildings, will have a demand factor roughly equivalent to the District commercial demand.

(k) The property identified to serve as the representative customer for this land use type is the Hollywood Beach School (20971-01C).

(l) An average demand of 152 gpd (2008) was used in conjunction with an average calculated area of 0.06 acres to calculate the provided demand factor.

(m) An average demand of 244 gpd (2008) was used in conjunction with an assumed area of 0.06 acres to calculate the provided demand factor.

(n) A standard 3.5 AFY/acre was assumed for the park area.

Table 3-4 provides an estimate of the ultimate demand, as determined using the Land Use map, described in Section 5, and the land use demands provided in Table 3-3.

Wastewater Transportation and Treatment Agreement

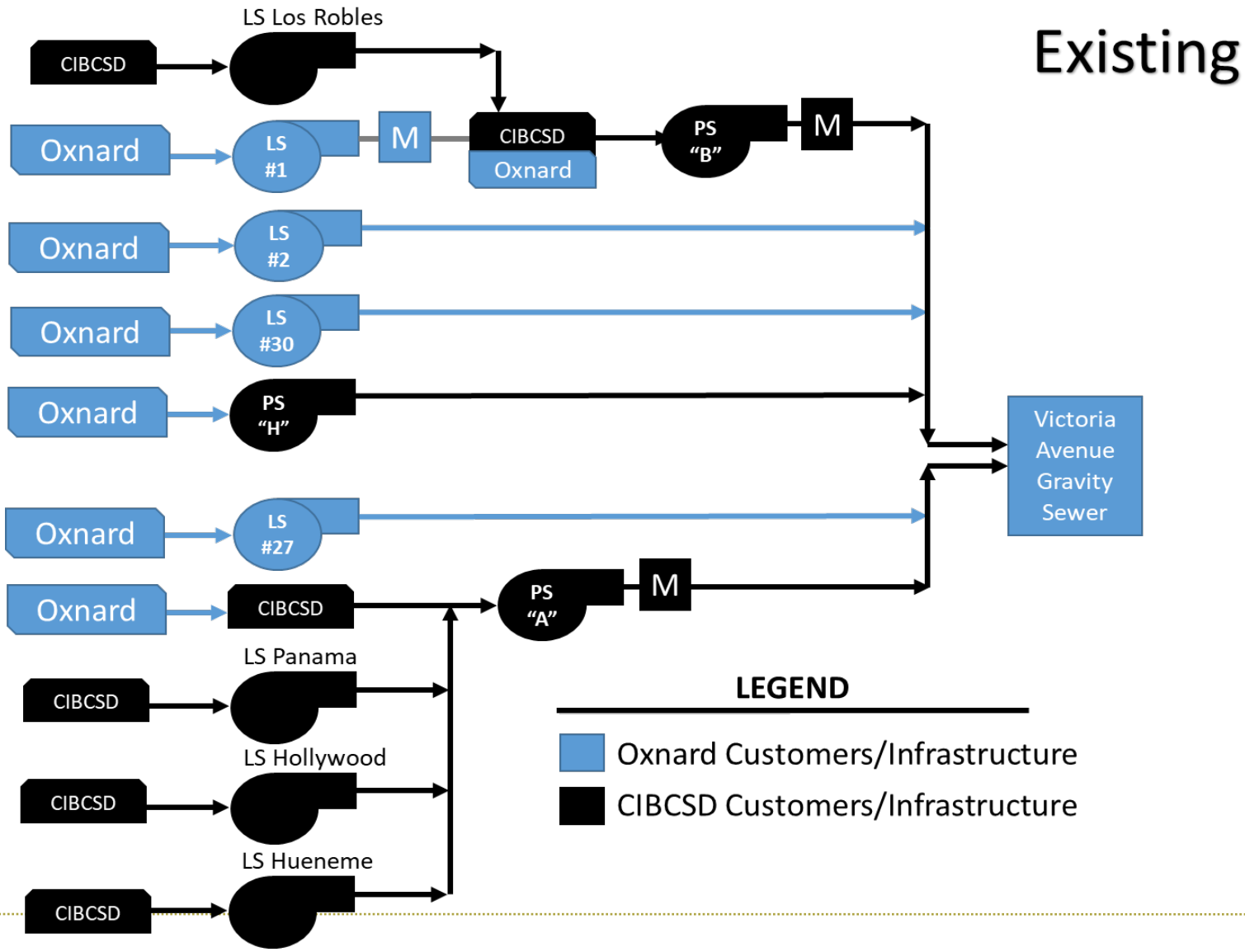
With

Channels Islands Beach Community Services District

February 5, 2019

CITY OF OXNARD CALIFORNIA

Existing Sewer System



Recommendation

- Approve and authorize the Mayor to execute a second amendment for time extension to December 31, 2020

Questions

CITY OF
OXNARD
CALIFORNIA

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CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 4**

DATE: February 5, 2019

TO: City Council

FROM: Phillip Molina
City Treasurer

SUBJECT: Urgency Waiver Resolution. (5/5/5)

CONTACT: Phillip Molina, City Treasurer
Phillip.Molina@oxnard.org, (805) 385-7808

RECOMMENDATION:

That the City Council adopt a resolution authorizing the City Manager to allow customers to make late payments on debts owed to the City without penalty in certain urgent circumstances.

BACKGROUND

On July 18, 2017, the City Council adopted Resolution 15,043 establishing a policy for the administrative waiver of penalty fees and debt forgiveness. Shortly thereafter, the City Manager authorized certain City staff to grant one-time penalty waivers of up to $500 per customer. Pursuant to Resolution 15,043, the City Treasurer already has the authority to grant one-time penalty fee waivers of up to $500 per customer. Further, pursuant to Oxnard City Code Section 22-42, the City may establish payment arrangements with utility customers to avoid utility service shutoffs.

However, given the occurrence of the recent fires, and the Federal Government shutdown, under certain urgent circumstances, the City Treasurer's Office believes that the City Manager, or a designee, needs more flexibility to allow customers to make late payments on debts owed to the City on a case by case basis. For instance in the City utility data, there are 30 customers who identify their main source of income is from the United States Coast Guard, and there are over 800 customers who identify their source of income coming from the Federal Government. As of today, the City has received requests from about a dozen utility customers identifying themselves as federal employees directly impacted by the shutdown asking for an extension of time to make their utility payments. The City has not granted any extensions.

The proposed resolution repeals Resolution 15,043, keeping its penalty waiver provisions in place, and identifying certain urgent circumstances that may merit an extension of time for customers to make payments on debts owed to the City without penalty. If adopted, the resolution would authorize the City Manager to allow customers to make late payments on debts owed to the City, without penalty, for up to three months for every one month that the urgency exists. Pursuant to the proposed resolution, urgent circumstances may include the declaration of a federal, state or local emergency, the furlough of state or federal employees, or any other urgent circumstance under which the City Manager, upon notifying the City Council, determines that a critical need exists that merits an extension of time to make payments on debts owed to the City.

In Seal Beach, California, the City Manager granted federal employees an unlimited amount of time to make payments without incurring late charges or penalties. He used his executive decision power to grant that extension of time.

STRATEGIC PRIORITIES

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

FINANCIAL IMPACT

Other than the loss of late payment penalty fees, there will be no loss of revenue because we are only requesting an extension of time to make the payment and not a forgiveness of the fee or charges due.

Prepared by: Phillip Molina, City Treasurer; Eden Alomeri, Assistant City Treasurer; Armida Monares, Treasury Supervisor.

ATTACHMENTS:

Attachment A: URGENCY WAIVER RESOLUTION

Attachment B: RESOLUTION NO. 15,043

Attachment C: ADMINISTRATIVE WAIVER

Attachment D: OCC Section 22-42

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY MANAGER TO ALLOW CUSTOMERS TO MAKE LATE PAYMENTS ON DEBTS OWED TO THE CITY WITHOUT PENALTY IN CERTAIN URGENT CIRCUMSTANCES AND TO GRANT ADMINISTRATIVE WAIVERS OF PENALTIES AND DEBT FORGIVENESS ON A ONE-TIME BASIS

WHEREAS, on July 18, 2017, the City Council adopted Resolution 15,043 establishing a policy regarding the administrative waiver of penalty fees and debt forgiveness; and

WHEREAS, on August 3, 2017, the City Manager delegated authority to a comprehensive list of designees to grant one-time penalty waivers of up to $500 per customer; and

WHEREAS, pursuant to Oxnard City Code Section 22-42, the City may establish payment arrangements with utility customers to avoid utility service shutoffs; and

WHEREAS, the City Council recognizes that under certain urgent circumstances, the City Manager needs the flexibility to allow customers to make payments on debts owed to the City after their due dates on a case by case basis; and

WHEREAS, urgent circumstances may include the declaration of a federal, state or local emergency, the furlough of state or federal employees, or any other urgent circumstance under which the City Manager determines that a critical need exists that merits an extension of time to make payments on debts owed to the City.

.

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

PART 1. Resolution 15,043 is hereby repealed and replaced with the following:

I. The City Manager may grant one-time penalty fee waivers for up to $500 per customer.

II. All customer requests for penalty fee waivers and debt forgiveness must be submitted in writing.

Ill. This resolution in no way affects the necessity of making appropriate corrections when a billing error has been detected. Such an error may be corrected by the City Manager.

IV. Under certain urgent circumstances, the City Manager, upon notifying the City Council, may allow customers to make late payments on debts owed to the City without penalty, for up to three months for every one month that an urgent circumstance exists.

///
///
///

V. Urgent circumstances may include the declaration of a federal, state or local emergency, the furlough of state or federal employees, or any other urgent circumstance under which the City Manager, upon notifying the City Council, determines that a critical need exists that merits an extension of time to make payments on debts owed to the City.

PASSED AND ADOPTED this 5th day of February, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____

Tim Flynn, Mayor

ATTEST:

_____

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

_____

Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY MANAGER TO ESTABLISH A POLICY REGARDING THE ADMINISTRATIVE WAIVER OF PENALTIES AND DEBT FORGIVENESS

WHEREAS, on occasion the city staff receives requests from customers to grant waivers of penalty fees as a one-time courtesy; and

WHEREAS, the City strives to develop policies that reflect a concern for all of its residents.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the City Manager is authorized to establish an administrative policy to grant the waiver of penalty fees and debt forgiveness subject to the following criteria:

I. The City Manager or his or her designee may grant one-time penalty fee waivers for up to $500 per customer.

II. All customer requests for penalty fee waivers and debt forgiveness must be submitted in writing on the City of Oxnard waiver request form.

III. This criteria in no way affects the necessity of making appropriate corrections when a billing error has been detected. Such an error may be corrected by the City Manager or his or her designee.

PASSED AND ADOPTED on this 18th day of July, 2017, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald and Madrigal.

NOES: Councilmember Perello.

ABSENT: None.

Carmen Ramirez
for Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

MEMO

CITY OF OXNARD CALIFORNIA

August 3, 2017

TO: Department Directors

FROM: Greg Nyhoff, City Manager

SUBJECT: **Administrative Waiver of Penalties and Debt Forgiveness**

On July 18, 2017 the City Council adopted Resolution No. 15,043 authorizing me to establish an administrative waiver of penalties policy. Pursuant to Section I of Resolution No. 15,043, the following Department Directors are delegated authority to make one-time penalty fee waivers of up to $500:

City Attorney
City Clerk
City Treasurer
Cultural and Community Services Director
Development Services Director
Finance Director
Fire Chief
Housing Director
Police Chief
Public Works Director

All fee waivers by these delegees may only be granted in accordance with the procedures of Resolution No. 15,043 (attached) and any future administrative procedures established by the City Manager's office.

GN:lal
Enclosure

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AUTHORIZING THE CITY MANAGER TO ESTABLISH A POLICY REGARDING THE ADMINISTRATIVE WAIVER OF PENALTIES AND DEBT FORGIVENESS

WHEREAS, on occasion the city staff receives requests from customers to grant waivers of penalty fees as a one-time courtesy; and

WHEREAS, the City strives to develop policies that reflect a concern for all of its residents.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves that the City Manager is authorized to establish an administrative policy to grant the waiver of penalty fees and debt forgiveness subject to the following criteria:

I. The City Manager or his or her designee may grant one-time penalty fee waivers for up to $500 per customer.

II. All customer requests for penalty fee waivers and debt forgiveness must be submitted in writing on the City of Oxnard waiver request form.

III. This criteria in no way affects the necessity of making appropriate corrections when a billing error has been detected. Such an error may be corrected by the City Manager or his or her designee.

PASSED AND ADOPTED on this 18th day of July, 2017, by the following vote:

AYES: Councilmembers Flynn, Ramirez, MacDonald and Madrigal.

NOES: Councilmember Perello.

ABSENT: None.

Carmen Ramirez
for Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

SEC. 22-42. BILLING AND COLLECTION; GENERALLY.

Bills shall be rendered on a periodic basis for a time period as deemed appropriate by the city's treasurer. All bills shall be due and payable at the place or places designated by the city upon the date sent. If not paid within 15 days after the bill is sent, the bill shall be considered delinquent and a final notice given. If bills are not paid as required by the final notice, the service shall be discontinued, unless satisfactory arrangements for payment are made with the city.

(`64 Code, Sec. 33-32) (Ord. No. 1009, 1920, 2804)

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 5**

DATE: February 5, 2019

TO: City Council

FROM: Phillip Molina
City Treasurer

SUBJECT: Second Quarter Investment Report for Fiscal Year 18/19. (5/5/5)

CONTACT: Phillip Molina, City Treasurer
Phillip.Molina@oxnard.org, (805) 385-7808

RECOMMENDATION:

The City Council receive and file the report.

DISCUSSION:

The City of Oxnard's December 2018 investment report will be brief this reporting period and is submitted to the City Council pursuant to California Government Code section 53646 and the Investment Policy adopted by the City Council. This report reflects the monthly investment information in the similar format that has been presented in previous months along with the amounts in the Bank statements as of December 31, 2018.

First, it is our intention to show the public, the Mayor, and City Council the amounts in each city bank account so that you can see the percentage of available cash to the amount actually invested.

Second, we will show you in a bar chart the amounts invested separated by their maturity date or year. This will allow you to see the ladder or spread of the investments in order to generate a higher return.

Third, we identify the cash flows over the last 13 months so you can judge the management of the cash and determine whether there are periods during the year when more money is available for short periods for overnight investments versus 2, 3, 4, or 5 year maturities.

Fourth, we will show you the daily cash position for December 28, 2018 so that you can see how the Treasurer's department reviews our cash balances each and every day to assure that the city has sufficient liquidity to cover its obligations.

And last, we provide you and the public with the detailed list of every investment that the city holds as of December 31, 2018.

This information is being provided to you using both charts and graphs. The charts are presented so that the Mayor, Council and the public can begin to learn the actual amounts in the city's accounts. The graphs are created in order to show trends, and relationships that are best understood in that method of presentation.

So while this report is brief in the number of pages, we hope to respond to any questions you may have.

FINANCIAL IMPACT

The City's total amount invested at the end of December, 2018 was $209,930,000 at par and the amount of cash in the four city/agency bank accounts totaled $12,329,423.97. Effective management and investment of these funds provide a positive financial benefit to the City as long as each instrument is held until maturity.

ITEM	December 31, 2018	The month ending 11/30/2018
Cost of investments (book value)	$ 209,859,648.47	$ 174,103,663.69
Par or face value	$ 209,930,000.00	$ 174,175,000.00
Market value as estimated	$ 208,100,100.00	$ 171,289,360.00

Cash balances on December 31, 2018 in each authorized city bank account with Bank of America are:

City Treasurer's bank accounts	December 31, 2018	November 30, 2018
City's General Fund bank account	$ 1,937,739.20	$ 5,296,709.21
Successor Agency bank account	$ 10,044,159.57	$ 8,705,262.90
W/C (workers compensation) account	$ 306,366.20	$ 399,070.46
Parking Citations	$ 41,159.00	$ 171,877.00
TOTAL CASH IN BANK ACCOUNTS	$ 12,329,423.97	$ 14,572,919.57

(Pursuant to bank statements)

As of August 5, 2017 the City is no longer using the Bank of America overnight sweep account

for two reasons: 1. The present daily interest in the DDA (Direct Deposit Account) is higher than the previous sweep account (.04% compared to .018%), and 2. the investment company that Bank of America used for the sweep account did not provide the collateralized security as required by State law, while keeping our funds in Bank of America DDA account does collateralize at 110%. For these 2 reasons I am no longer using the sweep account, and the city will earn a higher rate on the full amount retained in the City's bank account. You should note that none of the cash in neither the Successor Agency bank account, nor the Parking Citation bank account, or the AIMS W/C (Workers' Compensation) bank accounts are invested. The previous City Treasurer directed staff to not invest the Successor Agency cash on direction from the Council. The City Attorney and the City Treasurer are reviewing that directive. It is important to note that any interest earnings generated from the Successor Agency cash will result in a dollar for dollar decrease to the amounts requested in the ROPs reported to the State Department of Finance, and may end up costing the city more than it can earn.

The total amount investments with a par value of $209,930,000 were purchased in order to provide greater return by diminishing the amount in LAIF and spreading that over the 2,3,4, and 5 year terms. The cash that is placed in the LAIF fund in the amount of $54,000,000 and $1 million placed in the VCIP (Ventura County Investment Pool) provides the buffer for operating cash should an emergency require the need to liquidity. So how efficient is the Oxnard investment team? To answer that question we need to look at the total amount of cash in the city's four bank accounts and compare that amount to the amount that was invested. When we do that we find the Investment Team was 99% efficient in investing as much of the city's daily idle cash in the month of December, however, the rapid influx of cash due to property tax allocation did not allow time to study the market to determine how much to purchase in years 2,3,4, or 5 so a large amount was placed in short term LAIF. We are working to analyze the city's cash needs to determine how much we can pull out of LAIF and place in 2,3,4, or 5, year instruments that generate a higher return.

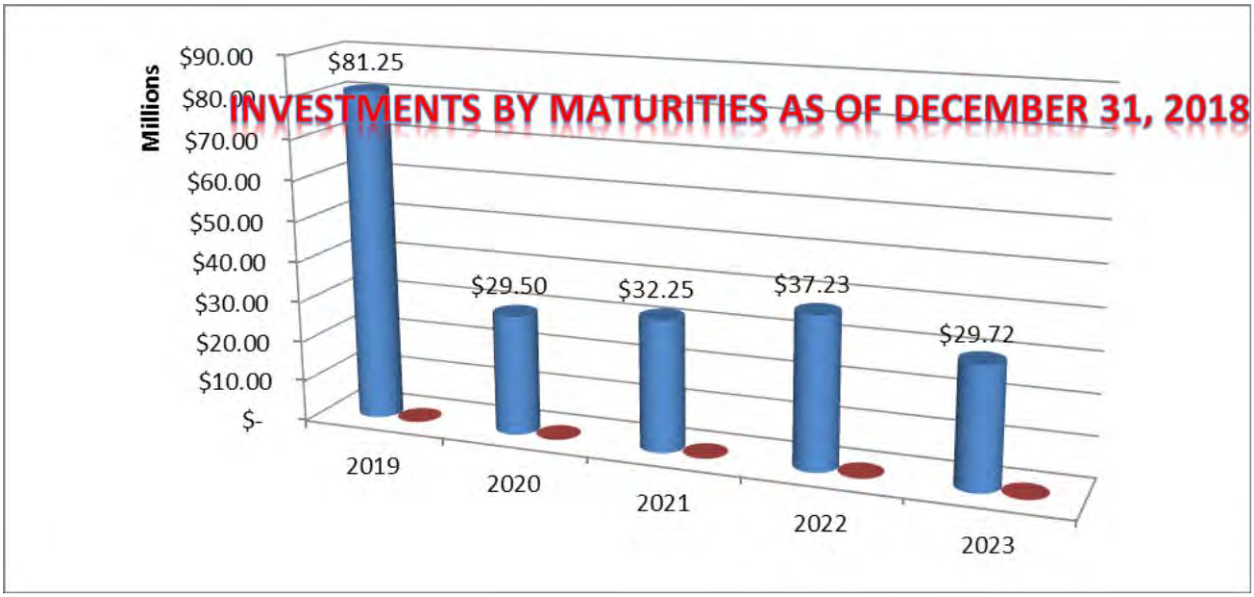
Next you will see the daily cash position report used to determine how much to invest each day.

DAILY CASH POSITION WORKSHEET - GENERAL ACCOUNT		
DATE: 12/31/18		
	CREDIT ESTIMATE	DESCRIPTION
Collected/Closing Avail Bal	5,226,481.90	As of 12/31/18
1 Day Float	609,358.87	As of 12/31/18
Credit Card Settlements		As of 12/31/18
UB Auto Pay	61,919.85	
Investment Coupon	93,792.57	
TOTAL CREDITS	$ 5,991,553.19	
	DEBIT ESTIMATE	
Accounts Payable to Clear	200,000.00	
LAIF Deposit	4,000,000.00	Conf# 1593100
Other	82,267.94	VCLA
Other	175,269.81	AIMS
TOTAL DEBITS	$ 4,457,537.75	
COMPENSATING BALANCE	$ 1,534,015.44	

Next the cost of the investments, the face value, and the market value as of December 31, 2018 is provided so that at a glance you can see the summary of the entire portfolio, the risk, and the growth in earnings from the previously reported period. The yield has increased from 1.973% back to 2.038% on 365 day basis. Net Earnings from July through the end of November is $1,842,797.42.

ITEM	December 31, 2018	The month ending 11/30/2018
Cost of investments (book value)	$ 209,859,648.47	$ 174,103,663.69
Par or face value	$ 209,930,000.00	$ 174,175,000.00
Market value as estimated	$ 208,100,100.00	$ 171,289,360.00
Total Earnings per period	$ 1,842,797.42	$ 1,518,788.38
Earned interest Yield this month	2.080%	1.973%
Gain/Loss if forced to sell today	$ (1,759,548.47)	$ (2,814,303.69)

When we look at the monthly cash flows of over 24 months we found that the month with the highest cash outflow was August 2018 with an outflow of $37.42 million. The fact that we had $54 million invested in LAIF, which can be drawn down within one day, means there should be no normal condition that would require the Treasurer to sell investments before their maturity.



ATTACHMENTS:

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OXNARD

Inventory by Market Value

As Of Date: 12/31/2018

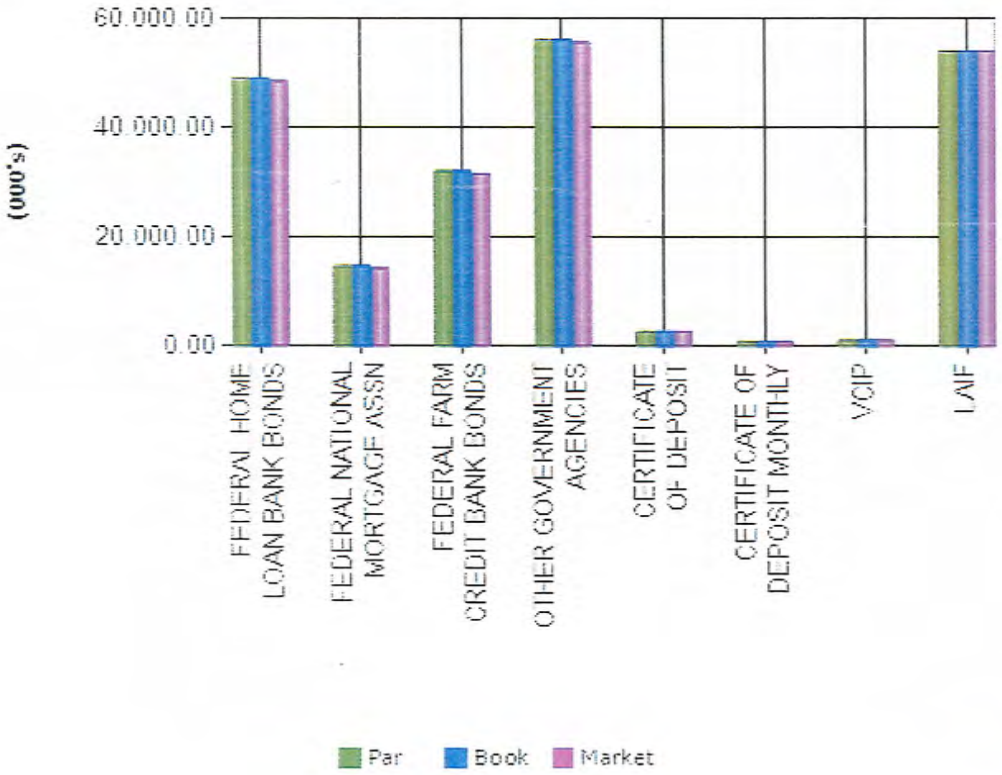
Date Basis: Settlement

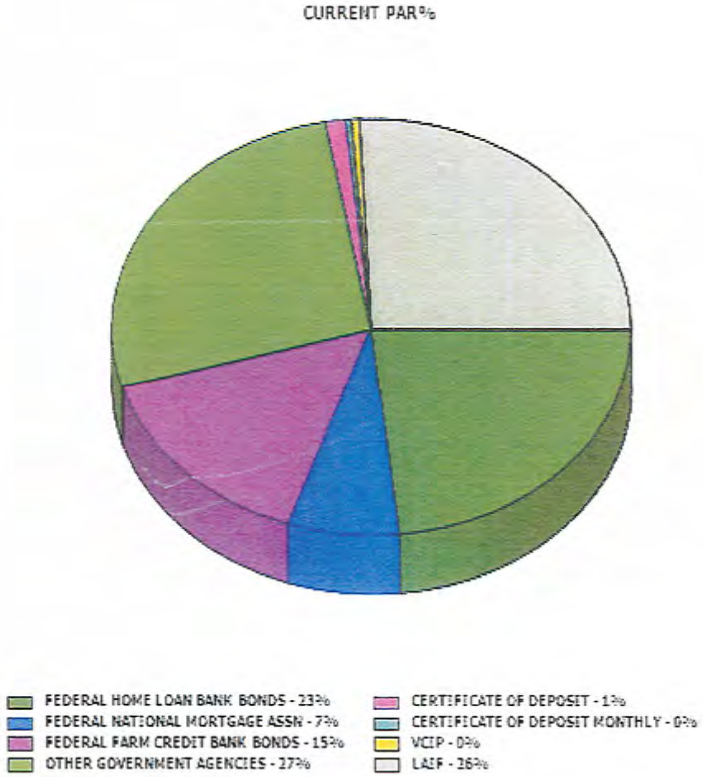
Run: 01/18/2019 03:33:25 PM

Reporting Currency: Local

Asset Allocation

Assets (000's)	Current Par	Current Book	Market	MKT/Book	Yield
FEDERAL HOME LOAN BANK BONDS	49,000.00	48,967.21	48,457.70	98.96%	2.17%
FEDERAL NATIONAL MORTGAGE ASSN	14,500.00	14,488.75	14,203.08	98.03%	1.56%
FEDERAL FARM CREDIT BANK BONDS	32,000.00	31,981.86	31,479.30	98.43%	1.77%
OTHER GOVERNMENT AGENCIES	56,000.00	55,991.84	55,531.45	99.18%	2.23%
CERTIFICATE OF DEPOSIT	2,695.00	2,695.00	2,695.00	100.00%	2.94%
CERTIFICATE OF DEPOSIT MONTHLY	735.00	735.00	733.57	99.81%	2.45%
VCIP	1,000.00	1,000.00	1,000.00	100.00%	1.22%
LAIF	54,000.00	54,000.00	54,000.00	100.00%	2.14%
Totals(000's)	**209,930.00**	**209,859.65**	**208,100.10**	**99.16%**	**2.08%**





OXNARD

INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2018

Run: 01/18/2019 03:43:15 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date / Mat Date	CUSIP / CPR/PSA	Coupon / YTM TR	Sch Bk Price / Duration	Original Face / Notional Face	Unamort Premium / Unamort Discount	Current Par / Current Book	Amort Premium / Amort Discount	Accrued Interest
Mat Date: 1/1/2019										
17090	VENTURA COUNTY INVE	01/24/2018		1.22000	100.00000	0.00	0.00	1,000,000.00	0.00	11,431.23
		01/01/2019	0	1.22000	.00300	0.00	0.00	1,000,000.00	0.00	
16434	LOCAL AGENCY INVEST	07/01/2002		2.14400	100.00000	0.00	0.00	54,000,000.00	0.00	141,504.01
		01/01/2019	0	2.14400	.00300	0.00	0.00	54,000,000.00	0.00	
			Subtotal	**2.12720**	**100.00000**	**0.00**	**0.00**	**55,000,000.00**	**0.00**	**152,935.24**
				2.12720	**.00300**	**0.00**	**0.00**	**55,000,000.00**	**0.00**	
Mat Date: 2/20/2019										
16978	FHLB	02/20/2015	3130A45D0	1.25000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	9,097.22
		02/20/2019	0	1.25000	.14000	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.25000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**9,097.22**
				1.25000	**.14000**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 3/29/2019										
16980	CD	03/30/2015	43738AFU5	1.50000	100.00000	245,000.00	0.00	245,000.00	0.00	302.09
		03/29/2019	0	1.50000	.25000	0.00	0.00	245,000.00	0.00	
			Subtotal	**1.50000**	**100.00000**	**245,000.00**	**0.00**	**245,000.00**	**0.00**	**302.09**
				1.50000	**.25000**	**0.00**	**0.00**	**245,000.00**	**0.00**	
Mat Date: 9/6/2019										
16999	FNMA	09/06/2016	3136G34L6	1.12500	99.95845	2,000,000.00	0.00	2,000,000.00	0.00	7,187.50
		09/06/2019	0	1.16800	.67800	0.00	831.05	1,999,168.95	1,668.95	
			Subtotal	**1.12500**	**99.95845**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**7,187.50**
				1.16800	**.67800**	**0.00**	**831.05**	**1,999,168.95**	**1,668.95**	
Mat Date: 9/27/2019										
17038	FHLMC	03/30/2017	3134GBFM9	1.57000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,198.89
		09/27/2019	0	1.57000	.73500	0.00	0.00	2,000,000.00	0.00	
17041	FHLMC	03/30/2017	3134GBFM9	1.57000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,198.89
		09/27/2019	0	1.57000	.73500	0.00	0.00	2,000,000.00	0.00	
17042	FHLMC	03/30/2017	3134GBFM9	1.57000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,198.89
		09/27/2019	0	1.57000	.73500	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.57000**	**100.00000**	**6,000,000.00**	**0.00**	**6,000,000.00**	**0.00**	**24,596.67**
				1.57000	**.73500**	**0.00**	**0.00**	**6,000,000.00**	**0.00**	
Mat Date: 10/21/2019										
17051	FFCB	04/26/2017	3133EHGA5	1.44000	99.99198	2,000,000.00	0.00	2,000,000.00	0.00	5,600.00
		10/21/2019	0	1.44800	.80200	0.00	160.35	1,999,839.65	239.65	
17052	FFCB	04/26/2017	3133EHGA5	1.44000	99.99198	2,000,000.00	0.00	2,000,000.00	0.00	5,600.00
		10/21/2019	0	1.44800	.80200	0.00	160.35	1,999,839.65	239.65	
			Subtotal	**1.44000**	**99.99198**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00**	**11,200.00**
				1.44800	**.80200**	**0.00**	**320.70**	**3,999,679.30**	**479.30**	

OXNARD

INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2018

Run: 01/18/2019 03:43:15 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date / Mat Date	CUSIP / CPR/PSA	Coupon / YTM TR	Sch Bk Price / Duration	Original Face / Notional Face	Unamort Premium / Unamort Discount	Current Par / Current Book	Amort Premium / Amort Discount	Accrued Interest
Mat Date: 10/25/2019										
17080	FHLMC	07/25/2017	3134GBXZ0	1.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,000.00
		10/25/2019	0	1.50000	.81300	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.50000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**13,000.00**
				1.50000	**.81300**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 10/28/2019										
16994	FFCB	10/30/2015	3133EFKY2	1.36000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,760.00
		10/28/2019	0	1.36000	.82200	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.36000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**4,760.00**
				1.36000	**.82200**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 10/29/2019										
17117	FHLB	10/29/2018	3130AFC70	2.62500	99.96300	2,000,000.00	0.00	2,000,000.00	0.00	9,041.67
		10/29/2019	0	2.66300	.82100	0.00	740.00	1,999,260.00	0.00	
			Subtotal	**2.62500**	**99.96300**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**9,041.67**
				2.66300	**.82100**	**0.00**	**740.00**	**1,999,260.00**	**0.00**	
Mat Date: 11/19/2019										
16995	FFCB	11/19/2015	3133EFPR2	1.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,733.33
		11/19/2019	0	1.60000	.87900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.60000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**3,733.33**
				1.60000	**.87900**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 12/27/2019										
17035	FHLMC	03/27/2017	3134GA7F5	1.62500	99.97284	2,000,000.00	0.00	2,000,000.00	0.00	361.11
		12/27/2019	0	1.65300	.98500	0.00	543.28	1,999,456.72	956.72	
17036	FHLMC	03/27/2017	3134GA7F5	1.62500	99.97284	2,000,000.00	0.00	2,000,000.00	0.00	361.11
		12/27/2019	0	1.65300	.98500	0.00	543.28	1,999,456.72	956.72	
			Subtotal	**1.62500**	**99.97284**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00**	**722.22**
				1.65300	**.98500**	**0.00**	**1,086.56**	**3,998,913.44**	**1,913.44**	
Mat Date: 1/22/2020										
16996	FHLB	01/22/2016	3130A6YW1	1.70000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	15,016.67
		01/22/2020	0	1.70000	1.04600	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.70000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**15,016.67**
				1.70000	**1.04600**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 4/13/2020										
16997	FFCB	04/13/2016	3133EF2L0	1.40000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,066.67
		04/13/2020	0	1.40000	1.27300	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.40000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**6,066.67**
				1.40000	**1.27300**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 5/7/2020										

Inv No.	Description	Purch Date / Mat Date	CUSIP / CPR/PSA	Coupon / YTM TR	Sch Bk Price / Duration	Original Face / Notional Face	Unamort Premium / Unamort Discount	Current Par / Current Book	Amort Premium / Amort Discount	Accrued Interest
17013	FNMA	11/07/2016	3136G4FW8	1.30000	100.00000	1,500,000.00	0.00	1,500,000.00	0.00	2,925.00
		05/07/2020	0	1.30000	1.34000	0.00	0.00	1,500,000.00	0.00	
			Subtotal	**1.30000**	**100.00000**	**1,500,000.00**	**0.00**	**1,500,000.00**	**0.00**	**2,925.00**
				1.30000	**1.34000**	**0.00**	**0.00**	**1,500,000.00**	**0.00**	
Mat Date: 7/27/2020										
17079	FHLB	07/27/2017	3130ABVU7	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	13,902.78
		07/27/2020	0	1.62500	1.54800	0.00	0.00	2,000,000.00	0.00	
17047	FHLMC	04/27/2017	3134GBHW5	1.62500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,888.89
		07/27/2020	0	1.62500	1.54800	0.00	0.00	1,000,000.00	0.00	
17048	FHLMC	04/27/2017	3134GBHW5	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,777.78
		07/27/2020	0	1.62500	1.54800	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.62500**	**100.00000**	**5,000,000.00**	**0.00**	**5,000,000.00**	**0.00**	**22,569.45**
				1.62500	**1.54800**	**0.00**	**0.00**	**5,000,000.00**	**0.00**	
Mat Date: 7/28/2020										
17008	FNMA	10/31/2016	3136G4GK3	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	11,475.00
		07/28/2020	0	1.35000	1.55500	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.35000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**11,475.00**
				1.35000	**1.55500**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 7/30/2020										
17088	FHLB	01/30/2018	3130ADF98	2.17000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	18,203.89
		07/30/2020	0	2.17000	1.54900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**2.17000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**18,203.89**
				2.17000	**1.54900**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 9/8/2020										
17000	FFCB	09/08/2016	3133EGTM7	1.37500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,631.94
		09/08/2020	0	1.37500	1.66600	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.37500**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**8,631.94**
				1.37500	**1.66600**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 9/21/2020										
17001	FFCB	09/21/2016	3133EGVK8	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,500.00
		09/21/2020	0	1.35000	1.70200	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.35000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**7,500.00**
				1.35000	**1.70200**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 9/30/2020										
17002	FNMA	09/30/2016	3136G4BV4	1.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,330.56
		09/30/2020	0	1.45000	1.72900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.45000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**7,330.56**
				1.45000	**1.72900**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	

OXNARD

INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2018

Run: 01/18/2019 03:43:15 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date / Mat Date	CUSIP / CPR/PSA	Coupon / YTM TR	Sch Bk Price / Duration	Original Face / Notional Face	Unamort Premium / Unamort Discount	Current Par / Current Book	Amort Premium / Amort Discount	Accrued Interest
Mat Date: 10/6/2020										
17006	FHLB	10/27/2016	3130A9NK3	1.37500	99.99493	2,000,000.00	0.00	2,000,000.00	0.00	6,493.06
		10/06/2020	0	1.37800	1.74300	0.00	101.39	1,999,898.61	98.61	
			Subtotal	**1.37500**	**99.99493**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**6,493.06**
				1.37800	**1.74300**	**0.00**	**101.39**	**1,999,898.61**	**98.61**	
Mat Date: 10/28/2020										
17007	FHLB	10/28/2016	3130A9WK3	1.40000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,450.00
		10/28/2020	0	1.40000	1.80400	0.00	0.00	1,000,000.00	0.00	
			Subtotal	**1.40000**	**100.00000**	**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**2,450.00**
				1.40000	**1.80400**	**0.00**	**0.00**	**1,000,000.00**	**0.00**	
Mat Date: 11/2/2020										
17010	FFCB	11/02/2016	3133EGC29	1.35000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,425.00
		11/02/2020	0	1.35000	1.81600	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.35000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**4,425.00**
				1.35000	**1.81600**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 11/30/2020										
17039	FNMA	03/30/2017	3135G0F73	1.50000	99.59880	2,000,000.00	0.00	2,000,000.00	0.00	2,583.33
		11/30/2020	0	1.70800	1.89400	0.00	8,024.01	1,991,975.99	6,715.99	
			Subtotal	**1.50000**	**99.59880**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**2,583.33**
				1.70800	**1.89400**	**0.00**	**8,024.01**	**1,991,975.99**	**6,715.99**	
Mat Date: 12/29/2020										
17084	FHLMC	12/29/2017	3134GSBA2	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	236.11
		12/29/2020	0	2.12500	1.96300	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**2.12500**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**236.11**
				2.12500	**1.96300**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 2/26/2021										
17094	FHLMC	02/26/2018	3134GSFA8	2.50000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	8,680.56
		02/26/2021	0	2.50000	2.09200	0.00	0.00	1,000,000.00	0.00	
			Subtotal	**2.50000**	**100.00000**	**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**8,680.56**
				2.50000	**2.09200**	**0.00**	**0.00**	**1,000,000.00**	**0.00**	
Mat Date: 5/10/2021										
17102	FFCB	05/10/2018	3133EJNS4	2.70000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	3,825.00
		05/10/2021	0	2.70000	2.29300	0.00	0.00	1,000,000.00	0.00	
17101	CD	03/10/2018	61747MX63	2.90000	100.00000	245,000.00	0.00	245,000.00	0.00	1,012.22
		05/10/2021	0	2.90000	2.28800	0.00	0.00	245,000.00	0.00	
			Subtotal	**2.73936**	**100.00000**	**1,245,000.00**	**0.00**	**1,245,000.00**	**0.00**	**4,837.22**
				2.73936	**2.29202**	**0.00**	**0.00**	**1,245,000.00**	**0.00**	
Mat Date: 7/6/2021										

OXNARD

INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

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Run: 01/18/2019 03:43:15 PM

Reporting Currency: Local

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17087	FHLB	01/18/2018	3130ABMR4	1.85000	98.69552	1,000,000.00	0.00	1,000,000.00	0.00	8,993.06
		07/06/2021	0	2.30500	2.44500	0.00	13,044.78	986,955.22	2,025.22	
			Subtotal	**1.85000**	**98.69552**	**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**8,993.06**
				2.30500	**2.44500**	**0.00**	**13,044.78**	**986,955.22**	**2,025.22**	
Mat Date: 9/29/2021										
17017	FHLB	12/30/2016	3130AAGY8	2.15000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	238.89
		09/29/2021	0	2.15000	2.66600	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**2.15000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**238.89**
				2.15000	**2.66600**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 9/30/2021										
17011	FHLB	11/04/2016	3130A9MG3	1.50000	99.93886	2,000,000.00	0.00	2,000,000.00	0.00	7,583.33
		09/30/2021	0	1.52100	2.69500	0.00	1,222.78	1,998,777.22	777.22	
17003	FNMA	09/30/2016	3136G37F6	1.50000	99.88007	2,000,000.00	0.00	2,000,000.00	0.00	7,583.33
		09/30/2021	0	1.54200	2.69500	0.00	2,398.69	1,997,601.31	1,601.31	
			Subtotal	**1.50000**	**99.90946**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00**	**15,166.66**
				1.53150	**2.69500**	**0.00**	**3,621.47**	**3,996,378.53**	**2,378.53**	
Mat Date: 10/4/2021										
17004	FFCB	10/04/2016	3133EGWZ4	1.42000	99.97002	2,000,000.00	0.00	2,000,000.00	0.00	6,863.33
		10/04/2021	0	1.43000	2.70600	0.00	599.67	1,999,400.33	400.33	
			Subtotal	**1.42000**	**99.97002**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**6,863.33**
				1.43000	**2.70600**	**0.00**	**599.67**	**1,999,400.33**	**400.33**	
Mat Date: 10/12/2021										
17005	FFCB	10/14/2016	3133EGYB5	1.54000	99.99400	2,000,000.00	0.00	2,000,000.00	0.00	6,758.89
		10/12/2021	0	1.54200	2.72400	0.00	120.07	1,999,879.93	79.93	
			Subtotal	**1.54000**	**99.99400**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**6,758.89**
				1.54200	**2.72400**	**0.00**	**120.07**	**1,999,879.93**	**79.93**	
Mat Date: 10/28/2021										
17012	FHLB	11/04/2016	3130A9WN7	1.60000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,600.00
		10/28/2021	0	1.60000	2.76600	0.00	0.00	2,000,000.00	0.00	
17009	FNMA	10/28/2016	3136G4FA6	1.62500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,687.50
		10/28/2021	0	1.62500	2.76500	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.61250**	**100.00000**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00**	**11,287.50**
				1.61250	**2.76550**	**0.00**	**0.00**	**4,000,000.00**	**0.00**	
Mat Date: 11/9/2021										
17014	FHLB	11/09/2016	3130A9Z61	1.50000	99.97002	2,000,000.00	0.00	2,000,000.00	0.00	4,333.33
		11/09/2021	0	1.51000	2.80000	0.00	599.67	1,999,400.33	400.33	
			Subtotal	**1.50000**	**99.97002**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**4,333.33**
				1.51000	**2.80000**	**0.00**	**599.67**	**1,999,400.33**	**400.33**	

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Mat Date: 11/15/2021										
17015	FFCB	11/15/2016	3133EGG82	1.52000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,884.44
		11/15/2021	0	1.52000	2.81600	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.52000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**3,884.44**
				1.52000	**2.81600**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 11/23/2021										
17016	FHLB	11/23/2016	3130A9VY4	1.65000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,483.33
		11/23/2021	0	1.65000	2.83400	0.00	0.00	2,000,000.00	0.00	
17120	FHLB	11/23/2018	3130AFDH7	3.25000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	3,430.56
		11/23/2021	0	3.25000	2.77700	0.00	0.00	1,000,000.00	0.00	
			Subtotal	**2.18333**	**100.00000**	**3,000,000.00**	**0.00**	**3,000,000.00**	**0.00**	**6,913.89**
				2.18333	**2.81500**	**0.00**	**0.00**	**3,000,000.00**	**0.00**	
Mat Date: 11/29/2021										
17018	FHLB	12/30/2016	3130AABG2	1.87500	99.63337	2,000,000.00	0.00	2,000,000.00	0.00	3,333.33
		11/29/2021	0	2.00400	2.84200	0.00	7,332.53	1,992,667.47	4,687.47	
17019	FHLB	12/30/2016	3130AABG2	1.87500	99.55346	2,000,000.00	0.00	2,000,000.00	0.00	3,333.33
		11/29/2021	0	2.03200	2.84200	0.00	8,930.81	1,991,069.19	5,709.19	
			Subtotal	**1.87500**	**99.59342**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00**	**6,666.66**
				2.01799	**2.84200**	**0.00**	**16,263.34**	**3,983,736.66**	**10,396.66**	
Mat Date: 12/28/2021										
17083	FHLMC	12/28/2017	3134GSAB1	2.25000	99.94379	2,000,000.00	0.00	2,000,000.00	0.00	375.00
		12/28/2021	0	2.27000	2.90900	0.00	1,124.23	1,998,875.77	375.77	
			Subtotal	**2.25000**	**99.94379**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**375.00**
				2.27000	**2.90900**	**0.00**	**1,124.23**	**1,998,875.77**	**375.77**	
Mat Date: 12/29/2021										
17020	FHLMC	12/30/2016	3134GAC28	2.20000	99.95500	2,000,000.00	0.00	2,000,000.00	0.00	244.44
		12/29/2021	0	2.21600	2.91400	0.00	900.00	1,999,100.00	600.00	
			Subtotal	**2.20000**	**99.95500**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**244.44**
				2.21600	**2.91400**	**0.00**	**900.00**	**1,999,100.00**	**600.00**	
Mat Date: 1/26/2022										
17023	FHLMC	01/26/2017	3134GAK86	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	18,944.44
		01/26/2022	0	2.20000	2.95700	0.00	0.00	2,000,000.00	0.00	
17024	FHLMC	01/26/2017	3134GAK86	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	18,944.44
		01/26/2022	0	2.20000	2.95700	0.00	0.00	2,000,000.00	0.00	
17025	FHLMC	01/26/2017	3134GAK86	2.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	18,944.44
		01/26/2022	0	2.20000	2.95700	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**2.20000**	**100.00000**	**6,000,000.00**	**0.00**	**6,000,000.00**	**0.00**	**56,833.32**
				2.20000	**2.95700**	**0.00**	**0.00**	**6,000,000.00**	**0.00**	

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Mat Date: 4/25/2022										
17057	FFCB	05/01/2017	3133EHGS6	2.03000	99.89475	2,000,000.00	0.00	2,000,000.00	0.00	7,443.33
		04/25/2022	0	2.06200	3.21300	0.00	2,104.95	1,997,895.05	895.05	
			Subtotal	**2.03000**	**99.89475**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**7,443.33**
				2.06200	**3.21300**	**0.00**	**2,104.95**	**1,997,895.05**	**895.05**	
Mat Date: 4/27/2022										
17049	FHLMC	04/27/2017	3134GBJZ6	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,466.67
		04/27/2022	0	2.10000	3.21500	0.00	0.00	2,000,000.00	0.00	
17054	FHLMC	04/27/2017	3134GBJA1	2.10000	99.97203	2,000,000.00	0.00	2,000,000.00	0.00	7,466.67
		04/27/2022	0	2.10800	3.21500	0.00	559.47	1,999,440.53	240.53	
17055	FHLMC	05/01/2017	3134GBKY7	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,555.56
		04/27/2022	0	2.12500	3.21400	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**2.10833**	**99.99068**	**6,000,000.00**	**0.00**	**6,000,000.00**	**0.00**	**22,488.90**
				2.11100	**3.21467**	**0.00**	**559.47**	**5,999,440.53**	**240.53**	
Mat Date: 5/3/2022										
17100	FHLB	05/03/2018	3130AE7C8	3.00000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	9,666.67
		05/03/2022	0	3.00000	3.18700	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**3.00000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**9,666.67**
				3.00000	**3.18700**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 5/18/2022										
17061	FHLB	05/18/2017	3130ABCS3	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,016.67
		05/18/2022	0	2.10000	3.27300	0.00	0.00	2,000,000.00	0.00	
17065	FHLB	05/25/2017	3130ABCS3	2.10000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	5,016.67
		05/18/2022	0	2.10000	3.27300	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**2.10000**	**100.00000**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00**	**10,033.34**
				2.10000	**3.27300**	**0.00**	**0.00**	**4,000,000.00**	**0.00**	
Mat Date: 5/23/2022										
17062	FHLB	05/23/2017	3130ABCF1	1.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	3,166.67
		05/23/2022	0	1.50000	3.31700	0.00	0.00	2,000,000.00	0.00	
17066	FFCB	05/25/2017	3133EHJY0	2.07000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	4,370.00
		05/23/2022	0	2.07000	3.28900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.78500**	**100.00000**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00**	**7,536.67**
				1.78500	**3.30300**	**0.00**	**0.00**	**4,000,000.00**	**0.00**	
Mat Date: 5/24/2022										
17063	CD	05/24/2017	1404203A6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	612.16
		05/24/2022	0	2.40000	3.27600	0.00	0.00	245,000.00	0.00	
17064	CD	05/24/2017	14042RFW6	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	612.16
		05/24/2022	0	2.40000	3.27600	0.00	0.00	245,000.00	0.00	

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Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date / Mat Date	CUSIP / CPR/PSA	Coupon / YTM TR	Sch Bk Price / Duration	Original Face / Notional Face	Unamort Premium / Unamort Discount	Current Par / Current Book	Amort Premium / Amort Discount	Accrued Interest
			Subtotal	**2.40000**	**100.00000**	**490,000.00**	**0.00**	**490,000.00**	**0.00**	**1,224.32**
				2.40000	**3.27600**	**0.00**	**0.00**	**490,000.00**	**0.00**	
Mat Date: 5/25/2022										
17067	FHLMC	05/25/2017	3134GBNJ7	2.12500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,125.00
		05/25/2022	0	2.12500	3.29200	0.00	0.00	1,000,000.00	0.00	
			Subtotal	**2.12500**	**100.00000**	**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**2,125.00**
				2.12500	**3.29200**	**0.00**	**0.00**	**1,000,000.00**	**0.00**	
Mat Date: 5/26/2022										
17070	CD	05/26/2017	87165EMK0	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	579.95
		05/26/2022	0	2.40000	3.28200	0.00	0.00	245,000.00	0.00	
			Subtotal	**2.40000**	**100.00000**	**245,000.00**	**0.00**	**245,000.00**	**0.00**	**579.95**
				2.40000	**3.28200**	**0.00**	**0.00**	**245,000.00**	**0.00**	
Mat Date: 5/27/2022										
17071	FHLMC	05/30/2017	3134GBPW6	2.20000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	2,077.78
		05/27/2022	0	2.20000	3.29300	0.00	0.00	1,000,000.00	0.00	
			Subtotal	**2.20000**	**100.00000**	**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**2,077.78**
				2.20000	**3.29300**	**0.00**	**0.00**	**1,000,000.00**	**0.00**	
Mat Date: 5/31/2022										
17076	CD	05/31/2017	38148PKJ5	2.40000	100.00000	245,000.00	0.00	245,000.00	0.00	499.40
		05/31/2022	0	2.40000	3.29500	0.00	0.00	245,000.00	0.00	
17073	CD	05/31/2017	20033AUB0	2.35000	100.00000	245,000.00	0.00	245,000.00	0.00	15.77
		05/31/2022	0	2.35000	3.28400	0.00	0.00	245,000.00	0.00	
			Subtotal	**2.37500**	**100.00000**	**490,000.00**	**0.00**	**490,000.00**	**0.00**	**515.17**
				2.37500	**3.28950**	**0.00**	**0.00**	**490,000.00**	**0.00**	
Mat Date: 6/15/2022										
17078	FHLMC	06/15/2017	3134GBRW4	1.87500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	1,666.67
		06/15/2022	0	1.87500	3.37800	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**1.87500**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**1,666.67**
				1.87500	**3.37800**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 8/24/2022										
17081	FHLB	08/30/2017	3130AC2H6	2.16000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	15,240.00
		08/24/2022	0	2.16000	3.50100	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**2.16000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**15,240.00**
				2.16000	**3.50100**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 11/15/2022										
17086	FFCB	12/29/2017	3133EHS38	2.23000	99.35930	2,000,000.00	0.00	2,000,000.00	0.00	5,698.89
		11/15/2022	0	2.40100	3.72100	0.00	12,813.92	1,987,186.08	2,826.08	
			Subtotal	**2.23000**	**99.35930**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**5,698.89**

OXNARD

INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2018

Run: 01/18/2019 03:43:15 PM

Reporting Currency: Local

City of Oxnard

Inv. No.	Description	Purch Date / Mat Date	CUSIP / CPR/PSA	Coupon / YTM TR	Sch Bk Price / Duration	Original Face / Notional Face	Unamort Premium / Unamort Discount	Current Par / Current Book	Amort Premium / Amort Discount	Accrued Interest
				2.40100	3.72100	0.00	12,813.92	1,987,186.08	2,826.08	
Mat Date: 12/27/2022										
17082	FHLB	12/27/2017	3130ACYX6	2.40000	99.96002	2,000,000.00	0.00	2,000,000.00	0.00	533.33
		12/27/2022	0	2.41100	3.82700	0.00	799.56	1,999,200.44	200.44	
			Subtotal	**2.40000**	**99.96002**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**533.33**
				2.41100	**3.82700**	**0.00**	**799.56**	**1,999,200.44**	**200.44**	
Mat Date: 12/29/2022										
17085	FHLMC	12/29/2017	3134GB6E7	2.45000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	272.22
		12/29/2022	0	2.45000	3.82900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**2.45000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**272.22**
				2.45000	**3.82900**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 1/30/2023										
17089	FHLMC	01/30/2018	3134GSBV6	2.50000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	20,972.22
		01/30/2023	0	2.50000	3.86500	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**2.50000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**20,972.22**
				2.50000	**3.86500**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 2/8/2023										
17091	FHLMC	02/08/2018	3134GSCH6	2.12500	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	8,440.97
		02/08/2023	0	2.12500	3.91800	0.00	0.00	1,000,000.00	0.00	
17092	FHLMC	02/08/2018	3134GSCH6	2.12500	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	16,881.94
		02/08/2023	0	2.12500	3.91800	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**2.12500**	**100.00000**	**3,000,000.00**	**0.00**	**3,000,000.00**	**0.00**	**25,322.91**
				2.12500	**3.91800**	**0.00**	**0.00**	**3,000,000.00**	**0.00**	
Mat Date: 2/15/2023										
17095	FFCB	02/28/2018	3133EJDA4	2.94000	99.77240	1,000,000.00	0.00	1,000,000.00	0.00	11,106.67
		02/15/2023	0	2.99500	3.87000	0.00	2,276.03	997,723.97	233.97	
			Subtotal	**2.94000**	**99.77240**	**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**11,106.67**
				2.99500	**3.87000**	**0.00**	**2,276.03**	**997,723.97**	**233.97**	
Mat Date: 2/21/2023										
17093	FFCB	02/21/2018	3133EJDP1	2.92000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	10,544.44
		02/21/2023	0	2.92000	3.88800	0.00	0.00	1,000,000.00	0.00	
			Subtotal	**2.92000**	**100.00000**	**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**10,544.44**
				2.92000	**3.88800**	**0.00**	**0.00**	**1,000,000.00**	**0.00**	
Mat Date: 3/15/2023										
17096	FHLMC	03/15/2018	3134GSFJ9	3.00000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	8,833.33
		03/15/2023	0	3.00000	3.94900	0.00	0.00	1,000,000.00	0.00	
			Subtotal	**3.00000**	**100.00000**	**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**8,833.33**
				3.00000	**3.94900**	**0.00**	**0.00**	**1,000,000.00**	**0.00**	

OXNARD

INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

As Of Date: 12/31/2018

Run: 01/18/2019 03:43:15 PM

Reporting Currency: Local

City of Oxnard

Inv No.	Description	Purch Date / Mat Date	CUSIP / CPR/PSA	Coupon / YTM TR	Sch Bk Price / Duration	Original Face / Notional Face	Unamort Premium / Unamort Discount	Current Par / Current Book	Amort Premium / Amort Discount	Accrued Interest
Mat Date: 3/28/2023										
17097	FHLMC	03/28/2018	3134GSHE8	3.05000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	7,879.17
		03/28/2023	0	3.05000	3.98100	0.00	0.00	1,000,000.00	0.00	
			Subtotal	**3.05000**	**100.00000**	**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**7,879.17**
				3.05000	**3.98100**	**0.00**	**0.00**	**1,000,000.00**	**0.00**	
Mat Date: 4/26/2023										
17099	FNMA	04/26/2018	3136G4SK0	3.05000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	5,506.94
		04/26/2023	0	3.05000	4.05800	0.00	0.00	1,000,000.00	0.00	
17098	FHLMC	04/26/2018	3134GSJK2	3.06000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	5,525.00
		04/26/2023	0	3.06000	4.05800	0.00	0.00	1,000,000.00	0.00	
			Subtotal	**3.05500**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**11,031.94**
				3.05500	**4.05800**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 5/15/2023										
17103	FHLMC	05/15/2018	3134GSKY0	3.20000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	8,177.78
		05/15/2023	0	3.20000	4.09900	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**3.20000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**8,177.78**
				3.20000	**4.09900**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Mat Date: 5/17/2023										
17105	FHLB	05/17/2018	3130AEBQ2	3.14000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	7,675.56
		05/17/2023	0	3.14000	4.10900	0.00	0.00	2,000,000.00	0.00	
17104	FHLMC	05/17/2018	3134GSKE4	3.10000	99.77533	2,000,000.00	0.00	2,000,000.00	0.00	7,577.78
		05/17/2023	0	3.15400	4.11200	0.00	4,493.43	1,995,506.57	506.57	
			Subtotal	**3.12000**	**99.88766**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00**	**15,253.34**
				3.14699	**4.11050**	**0.00**	**4,493.43**	**3,995,506.57**	**506.57**	
Mat Date: 5/24/2023										
17106	FHLB	05/24/2018	3130AECQ1	3.23000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,639.44
		05/24/2023	0	3.23000	4.12200	0.00	0.00	2,000,000.00	0.00	
17107	FHLMC	05/30/2018	3134GSMJ1	3.25000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	6,680.56
		05/24/2023	0	3.25000	4.12200	0.00	0.00	2,000,000.00	0.00	
			Subtotal	**3.24000**	**100.00000**	**4,000,000.00**	**0.00**	**4,000,000.00**	**0.00**	**13,320.00**
				3.24000	**4.12200**	**0.00**	**0.00**	**4,000,000.00**	**0.00**	
Mat Date: 5/31/2023										
17108	CD	05/31/2018	48128FCD2	3.25000	100.00000	245,000.00	0.00	245,000.00	0.00	698.08
		05/31/2023	0	3.25000	4.14000	0.00	0.00	245,000.00	0.00	
			Subtotal	**3.25000**	**100.00000**	**245,000.00**	**0.00**	**245,000.00**	**0.00**	**698.08**
				3.25000	**4.14000**	**0.00**	**0.00**	**245,000.00**	**0.00**	
Mat Date: 6/26/2023										
17109	CD	06/26/2018	02589AAM4	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	132.90

Inv No.	Description	Purch Date / Mat Date	CUSIP / CPR/PSA	Coupon / YTM TR	Sch Bk Price / Duration	Original Face / Notional Face	Unamort Premium / Unamort Discount	Current Par / Current Book	Amort Premium / Amort Discount	Accrued Interest
		06/26/2023	0	3.30000	4.20500	0.00	0.00	245,000.00	0.00	
			Subtotal	**3.30000**	**100.00000**	**245,000.00**	**0.00**	**245,000.00**	**0.00**	**132.90**
				3.30000	**4.20500**	**0.00**	**0.00**	**245,000.00**	**0.00**	
Mat Date: 6/27/2023										
17110	CD	06/27/2018	254673QR0	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	110.75
		06/27/2023	0	3.30000	4.20800	0.00	0.00	245,000.00	0.00	
			Subtotal	**3.30000**	**100.00000**	**245,000.00**	**0.00**	**245,000.00**	**0.00**	**110.75**
				3.30000	**4.20800**	**0.00**	**0.00**	**245,000.00**	**0.00**	
Mat Date: 6/28/2023										
17112	FHLMC	06/28/2018	3134GSNY7	3.25000	100.00000	2,000,000.00	0.00	2,000,000.00	0.00	541.67
		06/28/2023	0	3.25000	4.21400	0.00	0.00	2,000,000.00	0.00	
17111	CD	06/28/2018	17312QN96	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	88.60
		06/28/2023	0	3.30000	4.21100	0.00	0.00	245,000.00	0.00	
			Subtotal	**3.25546**	**100.00000**	**2,245,000.00**	**0.00**	**2,245,000.00**	**0.00**	**630.27**
				3.25546	**4.21367**	**0.00**	**0.00**	**2,245,000.00**	**0.00**	
Mat Date: 6/29/2023										
17113	CD	06/29/2018	05580ANG5	3.30000	100.00000	245,000.00	0.00	245,000.00	0.00	66.45
		06/29/2023	0	3.30000	4.21400	0.00	0.00	245,000.00	0.00	
			Subtotal	**3.30000**	**100.00000**	**245,000.00**	**0.00**	**245,000.00**	**0.00**	**66.45**
				3.30000	**4.21400**	**0.00**	**0.00**	**245,000.00**	**0.00**	
Mat Date: 7/24/2023										
17114	CD	07/23/2018	89235MJA0	3.40000	100.00000	245,000.00	0.00	245,000.00	0.00	3,697.15
		07/24/2023	0	3.40000	4.20700	0.00	0.00	245,000.00	0.00	
			Subtotal	**3.40000**	**100.00000**	**245,000.00**	**0.00**	**245,000.00**	**0.00**	**3,697.15**
				3.40000	**4.20700**	**0.00**	**0.00**	**245,000.00**	**0.00**	
Mat Date: 10/18/2023										
17115	FHLB	10/25/2018	3130AF4N4	3.48000	99.99767	1,000,000.00	0.00	1,000,000.00	0.00	7,056.67
		10/18/2023	0	3.49500	4.42900	0.00	23.33	999,976.67	0.00	
			Subtotal	**3.48000**	**99.99767**	**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**7,056.67**
				3.49500	**4.42900**	**0.00**	**23.33**	**999,976.67**	**0.00**	
Mat Date: 10/24/2023										
17116	FFCB	10/25/2018	3133EJL64	3.46000	100.00961	1,000,000.00	96.11	1,000,000.00	0.00	6,439.44
		10/24/2023	0	3.46000	4.44800	0.00	0.00	1,000,096.11	0.00	
			Subtotal	**3.46000**	**100.00961**	**1,000,000.00**	**96.11**	**1,000,000.00**	**0.00**	**6,439.44**
				3.46000	**4.44800**	**0.00**	**0.00**	**1,000,096.11**	**0.00**	
Mat Date: 11/7/2023										
17118	CD	11/07/2018	90348JFQ8	3.50000	100.00000	245,000.00	0.00	245,000.00	0.00	587.33
		11/07/2023	0	3.50000	4.45100	0.00	0.00	245,000.00	0.00	

OXNARD

INVESTMENT INVENTORY WITH PREMIUM/DISCOUNT REPORT

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			Subtotal	**3.50000**	**100.00000**	**245,000.00**	**0.00**	**245,000.00**	**0.00**	**587.33**
				3.50000	**4.45100**	**0.00**	**0.00**	**245,000.00**	**0.00**	
Mat Date: 11/21/2023										
17119	FHLB	11/21/2018	3130AFD61	3.55000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	3,944.44
		11/21/2023	0	3.55000	4.51400	0.00	0.00	1,000,000.00	0.00	
			Subtotal	**3.55000**	**100.00000**	**1,000,000.00**	**0.00**	**1,000,000.00**	**0.00**	**3,944.44**
				3.55000	**4.51400**	**0.00**	**0.00**	**1,000,000.00**	**0.00**	
Mat Date: 12/28/2023										
17121	FHLB	12/28/2018	3130AFM12	3.25000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	270.83
		12/28/2023	0	3.25000	4.64700	0.00	0.00	1,000,000.00	0.00	
17122	FHLB	12/28/2018	3130AFMF1	3.25000	100.00000	1,000,000.00	0.00	1,000,000.00	0.00	270.83
		12/28/2023	0	3.25000	4.64700	0.00	0.00	1,000,000.00	0.00	
			Subtotal	**3.25000**	**100.00000**	**2,000,000.00**	**0.00**	**2,000,000.00**	**0.00**	**541.66**
				3.25000	**4.64700**	**0.00**	**0.00**	**2,000,000.00**	**0.00**	
Grand Total		**Count 102**		2.06987	99.96649	154,930,000.00	96.11	209,930,000.00	0.00	738,008.99
				2.08231	1.91337	0.00	70,447.63	209,859,648.48	32,435.70	