

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. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.



AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY
Council Chambers, 305 West Third Street
December 4, 2018
Regular Meeting - 6:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council.

B. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

C. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Tribe Fastpitch Softball for Winning the Las Vegas Winter Classic 10U "B" Division Championship.

D. 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.

E. 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

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.

City of Oxnard internet address: www.oxnard.org.

City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

F. 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.

G. 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.

H. 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.

I. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the November 27, 2018 Regular Meeting as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: (805) 385-7805

Development Services Department

2. SUBJECT: Budget Appropriation for Highway 101 - Rice Phase II Project.

RECOMMENDATION: That City Council approve the appropriation in the amount of \$391,813 to Highway 101 – Rice Phase II Project 163106 from 1) \$260,097 of remaining settlement of Southern California Gas Company received on September 26, 2016 and 2) \$131,716 from fund balances of State/Local Multi-Year Grants Fund 219, Capital Project Rice/101 Assessment District Fund 308, and Circulation System Improvement Fees Fund 354.

Legislative Body: CC

Contact: Ashley Golden

Phone: (805) 385-7882

Public Works Department

3. SUBJECT: First Amendment to County of Ventura Work Release Labor Agreement.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a First Amendment to Agreement A-7974 with the County of Ventura in the amount of \$150,000, increasing the total not-to-exceed contract amount from \$540,000 to \$690,000.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

J. REPORTS

Public Works Department

1. SUBJECT: Purchase of Turf Lawn Mowers for City Parks (5/5/5)

RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute a Purchase Order with Turf Star in the amount of \$202,300 for the purchase of two (2) 16 foot turf lawn mowers; and
2. Approve a budget appropriation in the amount of \$202,300 from the Measure O Special Sales Tax Fund Balance to fund the purchase (104-5701, Project MO5711).

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

2. SUBJECT: Approve Purchase of 2 Generators for Oxnard Wastewater Treatment Plant (5/5/5)

RECOMMENDATION: That City Council:

1. Approve and authorize the Mayor to execute a Purchase Order No. 7122 to Quinn Company in the amount of \$276,046.66 for the purchase of two (2) permanent heavy duty diesel stand-by generators; and
2. Appropriate \$64,000 from the Wastewater Treatment Fund for the continued rental of two (2) stand-by generators at the Oxnard Wastewater Treatment Plant Interstage Pump Station for a duration not to exceed eight (8) months.

Legislative Body: CC

Contact: Rosemarie Gaglione

Phone: (805) 385-8055

K. ADJOURNMENT

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: December 4, 2018

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 November 27, 2018 Regular Meeting 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 11.27.2018 CC regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 November 27, 2018

A. ROLL CALL/POSTING OF AGENDA

At 5:05 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council 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 Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Alexander Nguyen, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ashley Golden, Interim Assistant City Manager; Deanne Purcell, Assistant Chief Financial Officer; and Michelle Ascencion, City Clerk.

B. APPOINTMENT ITEM

Finance Department

1. SUBJECT: Report on Corrective Action Plan Update.

RECOMMENDATION: That the City Council receive and file an update on the City's adopted Corrective Action Plan (CAP), which concerns the 135 audit findings. That list includes 111 findings documented in the Fiscal 2014-15 Single Audit.

The Assistant Chief Financial Officer gave a report. Discussion ensued among the Council, staff, and Eden Casareno and Donald Ecker from Eadie & Payne. Public comments were received from Phillip Molina and Alicia Percell. No action was taken.

The City Council took a recess at 5:33 p.m. and the meeting resumed at 6:04 p.m. Mayor Flynn made some announcements about the evening's proceedings.

C. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Jan Hauser, Wastewater Division Manager; Rosemarie Gaglione, Public Works Director; Scott Whitney, Police Chief; Eric Sonstegard, Assistant Police Chief; Kathleen Mallory, Planning Division Manager; and Adam Smith, Economic Development Project Manager.

D. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating December 1, 2018 as "World AIDS Day."

Mayor Flynn read the proclamation and presented it to Sal Fuentes of the HIV/AIDS Coalition of Ventura County, who made some remarks.

2. SUBJECT: Special Guest from the North Pole.

Santa Claus announced the upcoming holiday events and Santa Float tours, and he and Mrs. Claus wished everyone a Merry Christmas.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Elena Salaverria (delays to her request for a driveway permit), Harold Ceja (road repairs), Tom Petersen (damaged seawalls and pilaster in Channel Islands Harbor), Cesar Caes (lack of park lighting and restricted field use for youth soccer), Fernando Maldonado (lack of park lighting and restricted field use for youth soccer), Gary Blum (upcoming holiday events in Downtown), Kelly Maple (near-collisions at the intersection of Third Street and A Street), Daniel Chavez Jr. (traffic safety/transportation and liveable wage jobs), Pat Brown (excessive number of wrecked cars at a used car lot near her home), Woodrow Thomas Sr. (praise for the Housing Compliance Services Manager), and Larry Barbarine (Thanksgiving at the Rescue Mission, AIDS prevention in Africa, and military efforts in the Middle East).

F. REPORT OF CITY MANAGER

The City Manager's office gave an update on the status of the winter warming shelter opening, issues with the PERS payments for former City Corps employees, and a recent notice from the State Department of Resources, Recycling and Recovery regarding a potential violation of the state's Mandatory Commercial Recycling law.

G. CITY COUNCIL REPORTS

Councilmember Madrigal acknowledged Casa Lopez, Inlakech, Rescue Mission, and individuals who served others during the Thanksgiving holiday and through the recent local tragedies. He commented on the recent Anderson Paak event at the PACC, congratulated the Oxnard High School football team for reaching the CIF Finals, and highlighted upcoming holiday events.

Mayor Pro Tem Ramirez commented on homelessness and housing, the importance of disaster preparation, and the Assistant City Manager's upcoming retirement.

Councilman MacDonald commented on the recent passing of Santa Clara High School former basketball coach Lou Cvijanovich, Oxnard native Ruth Zavala's 100th birthday, and wished everyone a happy holiday season. He later commented about Community Action of Ventura County's services for the homeless.

Councilmember Perello commented on the passing of Coach Cvijanovich and former coach George Ragsdale, the recent Anderson Paak event, presenting an award to a local professional soccer organization, Aspen helicopter, bedbugs in public housing, issues with youth soccer teams and the soccer fields, the City Manager's update, recent Thanksgiving events at the Rescue Mission and Haycox Elementary, and concerns about conditions in the Southwinds neighborhood.

Mayor Flynn commented on conditions in the Southwinds neighborhood, homeless impacts in Downtown and the availability of assistance for the homeless, and memorial services for Coach Cvijanovich.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-2, J-3, and J-4 were discussed among the Council and staff. The City Attorney announced an amendment to the resolution on item J-4.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Larry Stein and Pat Brown.

J. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approval of Minutes.

RECOMMENDATION: That the City Council approve the minutes of the November 13, 2018 Regular Meeting as presented.

Development Services Department

2. SUBJECT: Budget Appropriation for Oxnard Transit Center Operations and Bus Stops.

RECOMMENDATION: That City Council approve a budget appropriation totaling \$109,598, which includes the appropriation of:

1. \$37,500 in General Fund 101 for bus shelter and bus bench maintenance;
2. \$30,000 in Air Pollution Buydown Fee (APBD) Fund 118 for the purchase of new bus benches; and
3. \$42,098 in Transportation Development Act (TDA) Fund 213, which includes reallocating appropriated funds and adding new funds for the purpose of carpet replacement and building and grounds maintenance at the Oxnard Transit Center (OTC).

Public Works Department

3. SUBJECT: Ratify the First Amendment to Security Contract for Water and Wastewater Facilities.

RECOMMENDATION: That City Council ratify the First Amendment to Agreement No. A-7985 providing for security at the Advanced Water Purification Facility (AWPF) and the Oxnard Wastewater Treatment Plant (OWTP) and increasing the amount of the Agreement from \$450,000 to \$600,000.

4. SUBJECT: Caltrans Sustainable Transportation Planning Grant Program Application.

RECOMMENDATION: That City Council adopt **Resolution No. 15,180** authorizing the City Manager to submit an application for an amount not to exceed \$450,000 in California Department of Transportation Sustainable Transportation Planning Grant Program funds, to be used for multimodal transportation and land use planning that furthers sustainable community strategies and contributes to the State's greenhouse gas reduction targets.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to approve the Information/Consent items as presented [with the stated amendment to item J-4]. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor, the motion carried 5-0.

K. PUBLIC HEARINGS

Police Department

1. SUBJECT: Urgency Ordinance-Moratorium on Firearms Retailers.
RECOMMENDATION: That City Council adopt interim land use **Ordinance No. 2950** pursuant to Government Code Section 65858 imposing a temporary moratorium for 45 days, subject to extensions, 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.

The City Clerk announced the affidavit of publication and stated that 101 written communications had been received. The Police Chief, Assistant Police Chief, and City Attorney gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Charles Henderson, Sandi Henderson, Bruce Boyer, Carl Rupprecht, Erica King, Troy Corley, Richard Hall, George Miller, Deborah Baber Savalla, Pat Brown, Maravilla Clemens, Alicia Percell, Aaron Starr, Steve Nash, Justin Young, Michael Robidart, James Severus, Royce Altstatt, and Barbara Macri-Ortiz.

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 Councilman MacDonald, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Development Services Department

2. SUBJECT: Planning and Zoning Permit No. 17-300-08 (Tentative Subdivision Map for Tract No. 6004), for the Undeveloped Property Between Town Center Drive and North Ventura Road, Within the RiverPark Specific Plan Area. Filed by Ann Walsh, 2751 Park View Court, Suite 261 Oxnard, CA 93036.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,181** approving Planning and Zoning Permit No. 17-300-08 (Tentative Subdivision Map for Tract No. 6004), subject to certain findings and conditions.

The City Clerk announced the affidavit of publication and stated that no written communications had been received. The Planning Division Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Daniel Chavez Jr. Without objection, the Council approved closing the public testimony portion of the public hearing. Discussion ensued among the Council, staff, applicant Ann Walsh of RiverPark Landing LLC and engineer Mark Haslinger.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

L. REPORTSEconomic Development Department

1. SUBJECT: Property Assessed Clean Energy ("PACE") Programs in Oxnard.
RECOMMENDATION: That the City Council:
 1. Adopt **Resolution No. 15,182** entitled "A Resolution Authorizing the City of Oxnard to join the Figtree PACE Program; authorizing the California Enterprise Development Authority to conduct contractual assessment proceedings and levy contractual assessments within the territory of the City of Oxnard; and authorizing related actions;"
 2. Adopt **Resolution No. 15,183** entitled "A Resolution of the City Council of the City of Oxnard consenting to the inclusion of properties within the territory of the City in the California Municipal Finance Authority Open PACE Programs; authorizing the California Municipal Finance Authority to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City; and authorizing related actions;" and
 3. Adopt **Resolution No. 15,184** entitled "A Resolution of the City Council of the City of Oxnard consenting to the inclusion of properties within the territory of the City into the CSCDA Open PACE programs and authorize the California Statewide Communities Development Authority to accept applications from property owners, conduct contractual assessment proceedings, and levy contractual assessments within the territory of the City; and authorizing related actions."

The Economic Development Project Manager and Bob Schuman of Counterpointe Energy Solutions gave a report. Discussion ensued among the Council, staff, and Mr. Schuman. Public comments were received from Steve Nash.

It was moved by Councilman MacDonald, seconded by Councilmember Perello, to approve the recommended action as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:49 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: December 4, 2018

TO: City Council

FROM: Ashley Golden
Development Services Director

SUBJECT: Budget Appropriation for Highway 101 - Rice Phase II Project.

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

RECOMMENDATION:

That City Council approve the appropriation in the amount of \$391,813 to Highway 101 – Rice Phase II Project 163106 from 1) \$260,097 of remaining settlement of Southern California Gas Company received on September 26, 2016 and 2) \$131,716 from fund balances of State/Local Multi-Year Grants Fund 219, Capital Project Rice/101 Assessment District Fund 308, and Circulation System Improvement Fees Fund 354.

BACKGROUND

On September 26, 2016, the Superior Court of California for the County of Ventura awarded a \$4.06 million judgment to the City of Oxnard following a dispute between the City and Southern California Gas Company (SCG) over the costs of relocating gas lines for the Rice Avenue interchange project between 2008 and 2012. The utility relocations are described in City Agreement Nos. A-6844 approved in 2008 and A-6897 approved in 2010. The settlement award of \$4.06 million was recorded to the funds listed below to reimburse costs related to the relocations and the lawsuit cost of Rice Avenue/Santa Clara Avenue Interchange, including the final phase II of Highway 101, and the remaining funds were reserved and appropriated for the purpose of Street & Traffic Improvement.

Table 1. Funding from SCG Judgement for Rice/101 Interchange

Fund	Settlement Received	Previous Appropriations to Street Improvements & Reimbursement to Rice / 101	Previous Appropriated (Rice Phase II Project 163106)	Recommended Appropriation to Rice Phase II Project 163106	Remaining Available from Settlement
Air Pollution Fund 118	606,152	606,152			0
State Gas Tax Fund 181	83,430	63,486		19,944	0
TDA/LTF Fund 212	2,173,642	2,169,063		4,579	0
Capital Outlay Fund 301	1,130,680	50,000	915,600	165,080	0
Circulation System Improvement Fees Fund 354	70,494	0		70,494	0
Total	\$4,064,398	\$2,888,701	\$915,600	\$260,097	0

In December 2016, the City completed the financial closeout of the project for the Rice Avenue/Santa Clara Avenue Interchange on Highway 101, Project No. 873114. However, the interchange project has on-going expenses through the final phase of the project, including legal actions and obligations under the two cooperative agreements with Caltrans (Agreement A-5560 and A-7011), which are established under Highway 101—Rice Phase II (Project No. 163106). Phase II would be funded with remaining settlement of the SCG judgment reserved in funds outlined above.

The request for a budget appropriation will provide funding for the remaining capital improvement expenses and anticipated legal expenses for the pending lawsuits.

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 sums requested from the various Funds represent the expenses transferred to Highway 101—Rice Phase II (Project No. 163106) after the close-out of Hwy 101—Rice Interchange (Project No. 873114), with one exception. The exception is the request for additional funding for future legal services (for litigation expenses) in Capital Outlay Fund 301. The Table 2 below summarizes the appropriation in the total amount of \$391,813 of which \$260,017 is from the

Budget for Hwy 101--Rice Phase II
December 4, 2018
Page 3

remaining SCG settlement and \$131,716 is from fund balances of the listed funds.

An appropriation in the amount of \$260,097 from remaining settlement award reserves will provide sufficient funding for on-going project expenses related to Highway 101--Rice Phase II (Project No. 163106). The amount of \$260,097 will be appropriated from the SCG settlement reserves as follows: Fund 181 (\$19,944); Fund 212 (\$4,579); Fund 301 (\$165,080) and Fund 354 (\$70,494).

An additional appropriation in the amount of \$131,716 from fund balance reserves is as follows: Fund 219 (\$6,532), Fund 308 (\$1,650), and Fund 354 (\$123,534) with ending fund balance reserves estimated to be \$400,415, \$23,919, and \$3.3 million (net of this appropriation), respectively, at fiscal year ending June 30, 2018.

Table 2. Funding Summary

Fund	Appropriation from Remaining SCG Settlement	Appropriation from Fund Balances	Total Recommended Appropriation Rice Phase II Project 163106
State Gas Tax Fund 181	19,944	0	19,944
TDA/LTF Fund 212	4,579	0	4,579
State Local My Grants Fund 219	0	6,532	6,532
Capital Outlay Fund 301	165,080	0	165,080
Capital Proj. Rice Assess Fund 308		1,650	1,650
Circulation System Improvement Fees Fund 354	70,494	123,534	194,028
Total	\$260,097	\$131,716	\$391,813

Prepared by Cynthia Daniels, Project Manager

ATTACHMENTS:

Attachment 1. Budget Adjustment Hwy 101--Rice Phase II

REQUEST FOR BUDGET APPROPRIATION

Department: Development Services
Project/Program
Manager: Cynthia Daniels

Date: December 4, 2018
Phone: 385-7871

Reason for Appropriation:

To appropriate (a) \$260,097 from remaining of Southern California Gas Company settlement on September 26, 2016 and (b) \$131,716 from various fund balances to fund ongoing expenses for the Hwy 101 -Rice Phase 2 Project (Project #163106).

Accounts and Descriptions**AMOUNT**

Fund: 181- STATE GAS TAX

Expenditures/Transfers Out**Hwy 101-Rice Phase II (Project 163106)**

181-9718-826-8204	Services - Legal Counsel	18,120
181-9718-826-8209	Svcs - Other Prof/Contract	1,824
	Sub-total Expenditures	19,944

(a) Net Change to Fund Balance (19,944)

Fund: 212- TDA/LTF8-CIP FUND-99400A

Expenditures/Transfers Out**Hwy 101-Rice Phase II (Project 163106)**

212-9718-826-8209	Svcs - Other Prof/Contract	4,113
212-9718-826-8604	Improvements Not Bldg-New	466
	Sub-total Expenditures	4,579

(a) Net Change to Fund Balance (4,579)

Fund: 219- STATE/LOCAL-MY GRANTS

Expenditures/Transfers Out**Hwy 101-Rice Phase II (Project 163106)**

219-9718-826-8209	Svcs - Other Prof/Contract	6,532
	Sub-total Expenditures	6,532

(b) Net Change to Fund Balance (6,532)

Fund: 301 - CAPITAL OUTLAY FUND

Expenditures/Transfers Out**Hwy 101-Rice Phase II (Project 163106)**

301-9718-826-8204	Services - Legal Counsel	165,080
	Sub-total Expenditures	165,080

(a) Net Change to Fund Balance (165,080)

BA# (Finance Use Only) _____

BA DOC.# (Finance) _____

Rev# _____

REQUIRES CITY COUNCIL AUTHORIZATION

Packet Pg. 13

Fund: 308- CAP. PROJ-RICE/101 A/DIST

Expenditures/Transfers Out

Hwy 101-Rice Phase II (Project 163106)

308-9718-871-8209	Svcs - Other Prof/Contract	1,650
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Sub-total Expenditures	1,650
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(b) Net Change to Fund Balance	(1,650)
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Fund: 354- CIRCULATION SYS. IMPR. FEES

Expenditures/Transfers Out

Hwy 101-Rice Phase II (Project 163106)

354-9718-826-8207	Services - Real Estate	604
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354-9718-826-8208	Services - Construction	107,904
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354-9718-826-8209	Svcs - Other Prof/Contract	66,059
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354-9718-826-8261	Utility Exp-Electric	1,839
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354-9718-826-8451	Services from Other Prog	17,622
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Sub-total Expenditures	194,028
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(a & b) Net Change to Fund Balance	(194,028)
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Net Appropriation Change	391,813
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Approvals

Department Director

Ashley Golden

Chief Financial Officer

City Manager

Alex Nguyen

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: December 4, 2018

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: First Amendment to County of Ventura Work Release Labor Agreement.

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 First Amendment to Agreement A-7974 with the County of Ventura in the amount of \$150,000, increasing the total not-to-exceed contract amount from \$540,000 to \$690,000.

BACKGROUND

Since 2009, the County of Ventura has provided work release crews to the City for landscape maintenance. The additional support of work release crews allows the City to clear brush, foliage and debris to reduce fire risk and beautify public areas. Work release assignments do not require landscaping knowledge or experience. The work release program provides transportation, supervision and coverage of crew medical costs and workers compensation claims.

In July 2017 the City and County entered into a new agreement to provide crews for a three-year period. Currently, work release crews provide efficient and cost-effective landscape maintenance in the River Park Community Facilities District; Measure O maintained parks, such as College Park and East Village Park; and City alleyways and medians. During Fiscal Year 2017-18, the Streets Division was assigned to manage weed abatement services throughout the City, and work release crews performed the work. Since it was not anticipated that the Streets Division would also access this contract, contract authority needs to be restored to allow other planned work to continue. This First Amendment provides funding for the Streets Division to continue using work release crews through F19-20.

First Amendment to County of Ventura Work Release Labor Agreement
December 4, 2018
Page 2

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

This amendment allocates \$75,000 for Fiscal Year 2018-19 from Streets' Measure O funds. An additional \$75,000 will be requested during the budget planning of Fiscal Year 2019-20. This Amendment clarifies that the Work Release services will be charged to four (4) distinct funds. The funding sources are: 174-5702-805-8209 (River Park CFD), 104-5701-805-8209 (Measure O Parks), 101-5705-805-8209 (General Funds Medians) and 104-5704-803-8209 (Measure O Streets). There are sufficient funds in these accounts to cover the costs of the Amendment.

Prepared by Burris DeBenning, Management Analyst II

ATTACHMENTS:

Attachment A - First Amendment to Agreement A-7974

Attachment B - Agreement 7974

Agreement No. A-7974

**FIRST AMENDMENT TO AGREEMENT FOR WORK RELEASE LABOR
INCLDUING TRANSPORATION AND SUPERVISION BY COUNTY**

This FIRST Amendment ("First Amendment") to the Agreement for Work Release Labor Including Transportation and Supervision by County ("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 County of Ventura ("County"). This First Amendment amends the Agreement entered into on July 18th, 2017, by City and County.

City and County agree as follows:

1. In Section 3 of the Agreement, the sentence "The City will pay the County from three distinct funds that cannot be commingled" is deleted and replaced with "The City will pay the County from four distinct funds that cannot be commingled."
2. In Section 3 of the Agreement, the figure "\$540,000" is deleted and replaced with the figure "\$690,000".
3. In Section 13 of the Agreement, the name "Dean Yamamoto, Interim Parks Manager" is deleted and replaced with "Parks and Facilities Manager."
4. 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

VENDOR/CONTRACTOR/CONSULTANT

☒ Tim Flynn, Mayor (if agreement is \$250,000.01 or more) _____ Date _____
☒ Alexander Nguyen, City Manager (if agreement is \$25,000.01-\$250,000.00) _____
☐ Lisa Boerner, Purchasing Agent (if agreement is up to \$25,000.00)

 10/2/2018
 Mark Varela, _____ Date _____
 Director / Chief Probation Officer

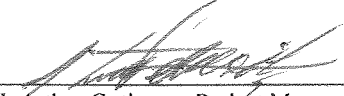
ATTEST:

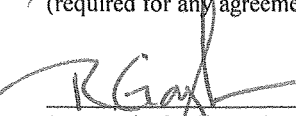
Michelle Ascencion, City Clerk
 (if agreement is \$250,000.01 or more) _____ Date _____

APPROVED AS TO FORM:

 7/31/18
 Stephen M. Fischer, City Attorney _____ Date _____
 (required for any agreement amount)

APPROVED AS TO CONTENT:

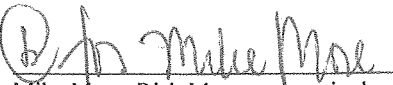
 10-16-18
 J. Arthur Gutierrez, Project Manager _____ Date _____
 (required for any agreement amount)

 8/3/18
 Rosemarie Gaglione, Department Head _____ Date _____
 (if agreement is \$25,000.01 or more)

APPROVED AS TO AMOUNT:

Jesus Nava, Assistant City Manager _____ Date _____
 (if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

 9/4/18
 Mike More, Risk Manager (required for any agreement amount) _____ Date _____

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.A-7974

**VENTURA COUNTY AGREEMENT FOR WORK RELEASE LABOR
INCLUDING TRANSPORTATION AND SUPERVISION BY COUNTY**

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of July, 2017, by and between the County of Ventura ("County") and the City of Oxnard ("Agency"). The purpose of this Agreement is for County to provide to Agency labor performed by participants in County's Work Release Program ("Participants").

Now, therefore in consideration of the mutual promises, obligations, and covenants hereinafter contained, Agency and County agree as follows:

1. Term. This Agreement shall commence on the date first written above and shall terminate three (3) years thereafter, unless sooner terminated by either party.
2. Scope of Services. In consideration for fees paid under paragraph 3 below, County will furnish labor, transport Participants to and from work locations unless other mutually agreed upon written arrangements are made, and supervise the Participants in completing mutually agreed upon projects. Tasks may include, but are not limited to the following:
 - a. Weed abatement within Agency maintained areas. This includes Agency parks, detention basins, trail systems, and medians.
 - b. Trash abatement within Agency maintained areas.
 - c. Landscape renovation within Agency maintained areas to include but not limited to: Removal of dead/dying plant material, soil preparation, planting of replacement plant material, and trimming of plant material.
 - d. Work with the Agency's irrigation crews performing maintenance and repair within Agency maintained areas.
 - e. Work with the Agency's mower crew performing the following tasks: use of string trimmer edger and blower within Agency maintained areas.

Participants will work collectively in a "Crew." The normal size of a supervised Crew will be 8 to 12 individuals, supervised by one County employee from the Probation Agency. The number of Crews provided will depend on availability of Participants and the needs of the Agency.

Before Participants begin work, Agency will provide clear direction as to the location, nature, and scope of work to be performed by Participants. Agency will, at all times during the period when Participants are performing work, make available a person who will serve as a point of contact to answer questions about the location, nature, and scope of work, and to provide inspection and verification of work, upon request by County, Crew, or Participants. The point of contact person must be available for immediate response.



3. Compensation. Agency must pay County a rate of \$550 per Crew per day. The City will pay the County from three distinct funds that cannot be commingled. Thus, the maximum amount of this three-year agreement is \$540,000. The County's rate will be recomputed annually and revised accordingly, determined by County, based on County's costs and thereafter charged at revised rate; the County shall give the City thirty (30) days' notice before any such change. Such revision and rate are deemed to be incorporated by reference herein at the time of written notification thereof to Agency.
4. Supervision. Supervision of Participants will include enforcement of Work Release policies, including transportation of any Participant who refuses to work, becomes unable to work, or disrupts the work, and supervision of work performed by Participants for Agency.
5. Replacement of Problem Participants. If, due to the removal of a Participant from a Crew, it becomes necessary to replace that Participant, and if a replacement Participant is immediately available, County will make reasonable efforts to provide a replacement Participant.
6. Supplies and Materials. Agency will provide all necessary tools, supplies and materials, including any safety equipment, needed by Participants to complete the assigned projects. Agency will provide a safe working environment, including, but not limited to, any necessary signage, barriers, or other safety devices typically used for similar work when performed by Agency personnel.
7. Injuries. Where County furnishes supervision for labor to Agency, County will provide for necessary medical treatment for injuries or illness suffered by Participants while in the course and scope of the performance of labor provided under this Agreement. Should Workers' Compensation benefits be required, County will provide such benefits to Participants.
8. Mutual Indemnification. Each party must hold harmless, immediately defend, and indemnify the other party and its directors, councilmembers, officers, agents and employees against any and all loss, liability, damage, or expense, including any direct, indirect, or consequential loss, liability, damage, or expense, for injury or death to persons and damage to property to the extent arising out of, resulting from, or in connection with, the indemnifying party's performance or failure to perform any of its obligations in this Agreement. The provisions of this paragraph will survive the term and termination of this Agreement.
9. Insurance:
 - a. County must maintain a program of self-insurance during the performance of any services under this Agreement meeting the requirement of the insurance coverage specified in Exhibit Ins-D, attached hereto and incorporated herein by reference. Agency acknowledges that County is self-insured against workers' compensation claims in accordance with Labor Code section 3700(b) and that Agency is self-insured for general liability claims in accordance with Government Code sections 989 and 990.

- b. County must, prior to performance of any services, file with the Agency's Risk Management evidence of coverage as specified in Exhibit Ins-D.
 - c. Maintenance of insurance coverages by County is a material element of this Agreement. County's failure to maintain insurance coverages may be considered a material breach of this Agreement.
10. Accounting. Upon request by Agency, County will provide an accounting of the number of Crews employed by Agency during each month.
11. Independent Contractor. In the performance of this Agreement, County is an independent contractor, and County's officers, agents, employees, assigns and Participants are not employees of Agency. County has the right to exercise full control over the method of completing the work for the Agency. County's officers, agents, employees, assigns, and Participants are not entitled to receive from Agency any of the benefits or rights afforded employees of Agency, including, but not limited to, reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits. County and its officers, agents, employees, assigns, and Participants has no power to incur any debt, obligation, or liability on behalf of Agency, bind Agency in any manner, or otherwise act on behalf of Agency other than as stated in this Agreement. County and its officers, agents, employees, assigns, and Participants may not, at any time or in any manner, represent that they are in any manner agents, officers or employees of the Agency.
12. Termination. Either party may terminate this Agreement with or without cause at any time, immediately upon written notice to the other.
13. Notices. All notices and other official correspondence relating to this Agreement must be made by depositing first-class postage-paid mail to the address as follows:

County:

Mark Varela
 Director / Chief Probation Officer
 Probation Agency
 800 South Victoria Avenue
 Ventura, CA 93009

Agency:

Dean Yamamoto, Interim Parks Manager
 City of Oxnard
 1060 Pacific Avenue, Building 3
 Oxnard, CA 93030

Or to such other address as either party may designate hereinafter in writing delivered to the other party. Said notice will be deemed to have been received three (3) days after mailing.

14. Assignment. This Agreement may not be assigned by the County, either in whole or in part, without the written consent of the Agency.
15. Amendment. No alteration or variation of this Agreement is valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein is binding on any of the parties hereto.
16. Payment. County may submit monthly written invoices based upon the services rendered under this Agreement, and Agency must pay the undisputed amounts on those invoices within sixty (60) days of the Agency's receipt of said invoices. The County may issue separate invoices or one combined invoice for services rendered, but in either case, each invoice must state clearly whether the particular listed services were rendered for the City, River Park, or College Park regions.
17. Force Majeure. Neither Agency nor County is responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts include, but are not 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.
18. Time of Essence. Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.
19. Governing Law; Venue. The construction and interpretation of this Agreement and the rights and duties of Agency and County hereunder are governed by the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to the Agreement is in the Ventura County Superior Court.
20. Compliance with Laws. Agency and County must comply with all applicable state and federal laws and regulations pertaining to the services performed by County under this Agreement.
21. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provision.
22. No Waiver. No waiver of a breach of any provision of this Agreement by either Agency or County will constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either Agency or County to enforce at any time, or from time to time, any provision of this Agreement, must not be construed as a waiver of such provision or breach.
23. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed as original and all of which, when taken together, are deemed to be one and the same agreement. A signed copy of this Agreement transmitted by fax, email, or by other means of electronic transmission is deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

24. Arbitration. In the event of any dispute with regard to the provisions of this Agreement, the services rendered, or the amount of County's compensation, the dispute may be submitted to non-binding arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.
25. Expenses of Enforcement. Each party is responsible for its respective costs of litigation, including attorneys' fees and expenses, which may include investigation fees and expert witness fees, that arise as a result of any dispute involving the terms and conditions of this Agreement.
26. Authority to Execute. Agency acknowledges that the people executing this Agreement have been duly authorized by the City Council to do so on behalf of Agency. County acknowledges that the person executing this Agreement has been duly authorized by County to do so on behalf of County.
27. Entire Agreement. 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.
28. Headings. The headings used in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of this Agreement or any part of it.
29. Audit. The State Auditor may examine and audit Agency, County, or both, for a period of three (3) years after final payment under the Agreement. County must maintain and preserve all such records for a period of at least three (3) years after final payment under the Agreement.

[Signatures on next page]

IN WITNESS WHEREOF, Agency and County have caused this Agreement to be executed the day and year first written.

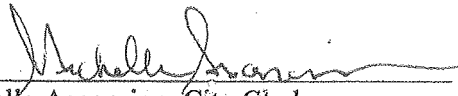
AGENCY:
CITY OF OXNARD

COUNTY OF VENTURA:


Tim Flynn, Mayor


Mark Varela,
Director/Chief Probation Officer

ATTEST:


Michelle Ascension, City Clerk

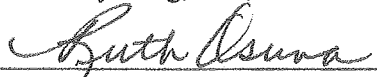
APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:


Art Gutierrez,
Interim Maintenance Services Manager


Daniel Rydberg, P.E., Public Works Director


Ruth Osuna, Assistant City Manager

APPROVED AS TO INSURANCE:


Mike More, Risk Manager

IN WITNESS WHEREOF, Agency and County have caused this Agreement to be executed the day and year first written.

AGENCY:
CITY OF OXNARD

COUNTY OF VENTURA:

Tim Flynn, Mayor

Mark Varela
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Art Gutierrez,
Interim Maintenance Services Manager

Daniel Rydberg, P.E., Public Works Director

Ruth Osuna, Assistant City Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

**INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

1. Contractor shall obtain and maintain during the performance of any services under this Contract the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Contractor, its agents, representatives, employees or subcontractors.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. If architectural, engineering, or electrical work will be performed under the Contract, Professional Liability/Errors and Omissions Insurance appropriate to the work being done in an amount not less than \$1,000,000, with neither Contractor nor listed subcontractors having less than \$500,000 individually. The Professional Liability/Errors and Omissions Insurance must be project specific with at least a one-year extended reporting period, or longer upon request.

d. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than \$1,000,000 per claimant.

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-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 forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. _____
300 West Third Street, Suite 302
Oxnard, California 93030

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-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).**

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-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/ \$500,000 & listed sub-consultant

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS

CERTIFICATE HOLDER

City of Oxnard

Attn: Risk Manager

Reference No. _____

300 W. Third Street, Suite 302

Oxnard CA 93030

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

INS-D.doc

**AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")****SUBMIT IN DUPLICATE**

ENDORSEMENT NO. _____

ISSUE DATE (MM/DD/YY) _____

PRODUCER**POLICY INFORMATION:**

Insurance Company: _____

Policy No.: _____

Policy Period: (from) _____ (to) _____

LOSS ADJUSTMENT EXPENSE ☐ Included in Limits☐ In Addition to Limits

Telephone: _____

NAMED INSURED☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____
coverage. ☐ Per Occurrence ☐ Per Claim (which) _____**APPLICABILITY.** This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS _____

TYPE OF INSURANCE☐ COMMERCIAL AUTO POLICY☐ BUSINESS AUTO POLICY☐ OTHER _____**OTHER PROVISIONS****LIMIT OF LIABILITY**

\$ _____ per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.

Name: _____

Address: _____

Telephone: () _____

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:

a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or

b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER**CITY OF OXNARD****Attn: Risk Manager****Reference No. _____****300 W. Third Street, Suite 302****Oxnard, CA 93030****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 _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: December 4, 2018

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Purchase of Turf Lawn Mowers for City Parks (5/5/5)

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

RECOMMENDATION:

That the City Council:

1. Approve and authorize the Mayor to execute a Purchase Order with Turf Star in the amount of \$202,300 for the purchase of two (2) 16 foot turf lawn mowers; and
2. Approve a budget appropriation in the amount of \$202,300 from the Measure O Special Sales Tax Fund Balance to fund the purchase (104-5701, Project MO5711).

BACKGROUND

The City performs lawnmowing services for 35 parks totaling over 513 acres using two sixteen-foot wide Jacobsen turf lawn mowers. Currently, all 35 parks are scheduled for turf maintenance weekly. The mowers complete 17 parks a week, totaling 256 acres. These two mowers are mainly used for large turf areas and athletic fields throughout the City's parks system.

In 2013, the two sixteen-foot Jacobsen mowers were purchased for a total cost of \$149,551.28, with the expectation that they would last an estimated 10,000 engine hours each or seven to ten years with regular maintenance. Both Jacobsen lawnmowers have been out of service since June 2018 due to major engine failures at 1,200 engine hours. Prior to the engine failures, both mowers required excessive maintenance and were frequently out of service, equating to excessive downtime. The mowers are no longer feasible to repair or return due to their age and current condition. The Fleet Division recommends that both be retired.

Purchase of Turf Lawn Mowers for City Parks (5/5/5)

December 4, 2018

Page 2

Staff plans to piggyback off of the California Multiple Award Schedules (CMAS) program for the purchase of the two new mowers. There are only two manufacturers that provide sixteen-foot lawnmowers, which are Jacobsen and Toro. Turfstar is the approved vendor through the CMAS program. After researching both models, staff selected the Toro Model Grounds Master 5900 due to the following options:

- 3-year or 2700 hour extended warranty, whichever comes first
- A service agreement that provides qualified service technicians for repairs, onsite maintenance services and planned maintenance services

The aforementioned options were not available from the other manufacturer. Staff also reached out to local contractors, municipalities and school districts that use Toro mowers. The Toro mowers were highly recommended by all for their dependability and longevity.

To fund the purchase, it is necessary to appropriate funds from the Measure O Special Sales Tax Fund.

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

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

FINANCIAL IMPACT

Funding in the amount of \$202,300 to purchase two sixteen-foot wide turf lawn mowers (104-5701, Project MO5711) is recommended to be appropriated from the fund balance of the Measure O Special Half-Cent Sales Tax approved by Oxnard voters in November 2008. Measure O is a twenty-year general purpose sales tax. With this recommended appropriation, the Measure O estimated preliminary unaudited fund balance for FY19 is \$8.4 million.

Prepared by Art Gutierrez, Facilities Maintenance Supervisor and Erik Garwick, Parks Manager

ATTACHMENTS:

Purchase of Turf Lawn Mowers for City Parks (5/5/5)

December 4, 2018

Page 3

Attachment A - Budget Appropriation Request

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works / Parks
 Project/Program _____
 Manager: Erik Garwick

Date: October 23, 2018
 Phone: (805) 385-7951

Reason for Appropriation:

To provide Half Cent Sales Tax / Measure O funding for purchase of two (2) 16 ft' mowers for Citywide Parks Maint

Accounts and Descriptions**AMOUNT**

Fund: **HALF CENT SALES TAX (104)**

Expenditures/Transfers Out**PARKS MOWERS ACQ. (MO5710)**

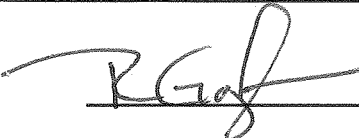
104-5701-805.86-06 CAPITAL OUTLAY / MACHINERY AND EQUIP NEW 202,300

Sub-total Expenditures 202,300

Net Change to Fund Balance **(202,300)**

Net Appropriation Change **202,300**

Approvals

Department Director 

Chief Financial Officer _____

City Manager _____

ACM



PUBLIC WORKS PARKS DIVISION

RECOMMENDATION

- Approve and authorize the Mayor to execute a Purchase Order with Turf Star in the amount of \$202,300 for the purchase of two (2) 16 foot turf lawn mowers; and
- Approve a budget appropriation in the amount of \$202,300 from the Measure O Special Sales Tax Fund Balance (MO5711) to fund the purchase.

PARKS MOWING HISTORY

- City staff performs lawn mowing maintenance for thirty-five parks with two Jacobsen sixteen-foot turf lawn mowers for a total of 513 acres which includes athletic fields and large turf areas. Each mower completes approximately 256 acres a week.
- In 2013, two sixteen-foot Jacobsen mowers were purchased for a total cost of \$149,551.28
- Since June 2018, both Jacobsen mowers have been out of service due to major engine failures and are no longer feasible to service. These mowers were estimated to last 7-10 years or 10,000 engine hours.
- Both mowers have been recommended to be retired by the fleet maintenance division.
- Upon City Council's approval staff will purchase two sixteen-foot Toro riding mowers utilizing the California Multiple Award Schedules (CMAS) program.

TORO MODEL GROUNDS MASTER 5900

Toro offers the following options:

- 3 year extended warranty or 2700 hours; whichever comes first
- A service agreement that provides qualified service technicians for repairs, onsite maintenance services and planned maintenance services

These options were not made available from the other manufacturers.

TORO MODEL GROUNDS MASTER 5900

- 72 horsepower Tier 4 Final Turbo-Diesel Engine
- Full-Time 4-Wheel Drive with CrossTrax™
- 16 foot (4.88m) Cutting Width
- Ground Speed - Mowing: 0-10.8 mph (0-17.4 km/h)



QUESTIONS?



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: December 4, 2018

TO: City Council

FROM: Rosemarie Gaglione
Public Works Director

SUBJECT: Approve Purchase of 2 Generators for Oxnard Wastewater Treatment Plant
(5/5/5)

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 a Purchase Order No. 7122 to Quinn Company in the amount of \$276,046.66 for the purchase of two (2) permanent heavy duty diesel stand-by generators; and
2. Appropriate \$64,000 from the Wastewater Treatment Fund for the continued rental of two (2) stand-by generators at the Oxnard Wastewater Treatment Plant Interstage Pump Station for a duration not to exceed eight (8) months.

BACKGROUND

In the last three years, the wastewater treatment plant has experienced three (3) treatment violations due to primary bypass events. A primary bypass event is where primary treated wastewater is commingled with secondary treatment wastewater before discharging into the Pacific Ocean via a mile-long ocean outfall pipeline. The above primary bypass events are due to the existing emergency standby generator failing to start automatically.

The Wastewater Division is currently designing a new electrical building and new emergency standby generator facilities to resolve the problems. However, such projects will take at least 36 months to complete.

In an effort to minimize future power failures, the Wastewater Division added an emergency

Approve Purchase of 2 Generators for Oxnard Wastewater Treatment Plant (5/5/5)

December 4, 2018

Page 2

standby power alternative to the existing Interstage Pump Station. The existing Interstage Pump Station conveys primary treated wastewater to the secondary treatment facilities for secondary treatment. The project was completed in September 2018, with the emergency standby power alternative providing the capability of adding 2 emergency generators onto the modified power grid system; the only remaining step is to add the actual generators.

The purpose of the two (2) new emergency standby generators is to replace two rental generator units currently in use. The Wastewater Division procured two emergency standby generators thru Sourcewell (formerly the National Joint Powers Alliance) which awarded a competitive bid to MultiQuip (MQ). By purchasing from the Sourcewell contract with MQ, the City is saving money on the indirect costs that would have been associated with preparing specifications, creating and issuing a request for bids (RFB) and evaluating bids. Furthermore, the Sourcewell contract offers the national economy of scale due to the volume of agencies purchasing MQ equipment. Quinn Company is the authorized MQ distributor in Ventura County. The total cost of the two (2) emergency standby generators is \$276,046.66.

To date, the total cost of the rental generators has been \$43,305, which is within the purchasing discretion of the Purchasing Manager. Rental of the generators will continue until the purchased generators have been received and installed. It is estimated the rental of the generators will continue for the next 8 months at a cost of \$64,000 while the purchased generators are being built. Currently, the funds for the rental generators are coming from the Wastewater Treatment operating budget. These costs were not anticipated at the time the budget was prepared. Other budgeted work and/or equipment may potentially have to be deferred due to funding the cost of the generators. For that reason, staff is requesting an appropriation to assist in off-setting the rental cost.

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.

FINANCIAL IMPACT

There are sufficient funds budgeted in FY 2018-19 Wastewater Treatment Operating Fund 621 Capital Equipment (Account No. 621-6205-891-8606) for the acquisition of the generators. The appropriation of the funds for the generator rental will come from the Wastewater Treatment Fund.

Prepared by Burris DeBenning, Management Analyst II

Approve Purchase of 2 Generators for Oxnard Wastewater Treatment Plant (5/5/5)

December 4, 2018

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ATTACHMENTS:

Attachment A - PO 7122 Quinn Co

Attachment B - Budget Appropriation



PURCHASE ORDER
CITY OF OXNARD
300 WEST 3RD STREET
OXNARD, CA 93030

J.2.a

**PURCHASE
ORDER NO.
007122**

DATE: 11/26/2018

VENDOR PHONE: (559)896-4040

VENDOR FAX: () -

VENDOR #: 7840

VENDOR ADDRESS: QUINN COMPANY
P.O. BOX 849665
LOS ANGELES, CA 90084-9665

SHIP TO: WASTEWATER TREATMENT PLT
6001 S. PERKINS ROAD
OXNARD, CA 93033

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2019		0000004245	10/17/2018		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		62162058918606		MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	MULTIQUIP DIESEL GENERATOR/TRAILER SET	138,023.33	276,046.66
2.00 / EA		00	

TOTAL PURCHASE AMOUNT

\$276,046.66

**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 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/Wastewater

Date: November 29, 2018

Project/Program

Manager: Jan Hauser

Phone: _____

Reason for Appropriation:

Appropriate funds to pay for emergency generators until permanent generators are installed, in approximately 8 months.

Accounts and Descriptions

AMOUNT

Fund: 621 - Wastewater Treatment Fund

Expenditures/Transfers Out

Maintenace/Rental- Vehicle & Equipment

621-6205-846-8321	Rental - Vehicle & Equipment	64,000
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Sub-total Expenditures	64,000
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Net Change to Fund Balance	(64,000)
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Net Appropriation Change	64,000
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Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Rev _____

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Approval of Purchase of 2 Generators for Oxnard Wastewater Treatment Plant

**Presented to:
City Council**

December 4, 2018

RECOMMENDATION

That City Council:

- 1. Approve and authorize the Mayor to execute a Purchase Order No. 7122 to Quinn Company in the amount of \$276,046.66 for the purchase of two (2) permanent heavy duty diesel stand-by generators; and
- 2. Appropriate \$64,000 from the Wastewater Treatment Fund for the continued rental of two (2) stand-by generators at the Oxnard Wastewater Treatment Plant Interstage Pump Station for a duration not to exceed eight (8) months.

Background

Primary Clarifiers – 1972

Aeration Basins & Sed. Tanks – 1990

Digesters – 1977

Headworks - 2008

Biotowers – 1955 & 1977

Gravity Thickeners – 1955 & 1977

AWPF - 2013

Hueneme Rd

Bio-towers and Inter-stage Pumping

Assessment

System	Failure Mode	Impact	Contingency
Bio-Tower Feed Pumps	Pump Failure	Biotower outage	Spare Pump Capacity
Bio-Towers	Distribution Arm Failure	Biotower outage	Bypass Completely and use chemical addition at primary tanks
Bio-Towers	Wall Collapse	Biotower outage/safety issue	Bypass Completely and use chemical addition at primary tanks
Inter-Stage Pumps	Motor Failure		Spare Pump Capacity
Main Power Supply	Power Outage	Potential bypass	Modify Electrical System to run on Cogen or Side A power and/or add dedicated generator for Inter-stage Pumps

Questions