

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 Library, 251 South "A" Street and 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
May 8, 2018
Regular Meeting - 6:00 PM
Closed Session - 5:00 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

1. Conference with Legal Counsel – Existing Litigation

CC (Government Code section 54956.9 (d)(1))

Name of case: John C. Zaragoza v. City of Oxnard; et al.

Ventura County Superior Court, Case No. 56-2017-00498218-CU-WM-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

D. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Commendation to Hueneme High School Girls Basketball Team for Winning Their First CIF Championship.
2. SUBJECT: Presentation of a Proclamation Designating the Week of May 6 - 12, 2018 as "Municipal Clerks Week."

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.

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. 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.

H. 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.

City Manager Department

1. SUBJECT: Request of Mayor Flynn for Joint Meetings with Partner Agencies. (5/15/10)
RECOMMENDATION: That City Council discuss Mayor Flynn's request for scheduling joint meetings with partner agencies early next fiscal year, and provide direction to staff as desired.

Legislative Body: CC
7624

Contact: Scott Whitney

Phone: (805) 385-

I. 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.

J. 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.

K. INFORMATION CONSENT AGENDA**City Manager Department****1. SUBJECT: Agreements for City Council Review.**

RECOMMENDATION: That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

A. MILO Range (8164-17-PO) for the purchase of a Force Option Simulator (FOS) system for the Police Department (\$149,511).

B. AllStar Fire Equipment, Inc. (Purchase Order No. 6812) for the purchase of turnout pants and turnout jackets for firefighters (\$204,805).

C. Quinn Rental Services (Purchase Order No. 6804) for the rental of heavy equipment for the maintenance of City-owned storm drains (\$100,000).

Legislative Body: CC
7624

Contact: Scott Whitney

Phone: (805) 385-

Cultural and Community Service Department**2. SUBJECT: Jr. High Grad Night - Six Flags Magic Mountain Excursion.**

RECOMMENDATION: That City Council authorize the City Manager to approve the purchase of Six Flags Magic Mountain tickets in the amount of \$53,186 and payment to Star-Dust Tours, Inc. (dba The Bus), Agreement No. 8229-18-CS, in the amount of \$36,400 for transportation on June 2 and 3, 2017.

Legislative Body: CC
7993

Contact: Ingrid Hardy

Phone: (805) 385-

3. SUBJECT: Ventura County Area Agency on Aging Senior Nutrition Program.

RECOMMENDATION: That City Council adopt a resolution authorizing:

1. The Cultural and Community Services Director to submit an application for \$103,550 Ventura County Area Agency on Aging Older Senior Nutrition Program grant funds for Fiscal Year 2018-2019 to be used for the Senior Nutrition Grant Program, and to execute grant agreements; and

2. The Chief Financial Officer or designee to submit financial reports and grant claims.

Legislative Body: CC
7993

Contact: Ingrid Hardy

Phone: (805) 385-

Development Services Department

4. **SUBJECT:** Energy Upgrade California - "Do Your Thing" Campaign.
RECOMMENDATION: That the City Council adopt a Resolution Supporting Energy Update California's "Do Your Thing" campaign and urging all Oxnard residents and businesses to become more conscious energy stewards.
Legislative Body: CC Contact: Ashley Golden Phone: (805) 385-7882

Finance Department

5. **SUBJECT:** March 2018 - Monthly Financial Results Summary and Dashboard.
RECOMMENDATION: That the City Council receive and file the March 2018 monthly financial summary report, with the dashboard highlights included.
Legislative Body: CC Contact: Jim Throop Phone: (805) 385-7475

Fire Department

6. **SUBJECT:** Handheld Radio Purchase.
RECOMMENDATION: That City Council approves and authorizes the Mayor to execute one (1) purchase order (Requisition 3909) for a total amount of \$425,499 for the purchase of 95 handheld radios and accessories from Motorola Solutions Inc.
Legislative Body: CC Contact: Darwin Base Phone: (805) 385-7700

Information Technology Department

7. **SUBJECT:** Google Enterprise Licenses for Email and Collaboration Tools - Dito LLC.
RECOMMENDATION: That City Council adopt the First Amendment to Agreement to Consulting Services with Dito, LLC for the renewal of the City's Google Enterprise licenses for an additional three years.
Legislative Body: CC Contact: Keith Brooks Phone: 385-7597

Public Works Department

8. **SUBJECT:** Award Contract for Elevator Renovation at 305 W Third Street PW 17-34.
RECOMMENDATION: That City Council:
1. Award and authorize the Interim City Manager to execute an agreement in the amount of \$162,890 for the Elevator Renovation at 305 W Third Street Project PW 17-34 with Republic Elevator Company when the agreement is finalized;
2. Approve \$16,289 for Project contingency for the Elevator Renovation at 305 W Third Street Project; and
3. Approve \$16,289 for inspections and project management for the Elevator Renovation at 305 W Third Street Project.

May 8, 2018

PAGE 5

Legislative Body: CC
8055

Contact: Rosemarie Gaglione

Phone: (805) 385-

L. REPORTS

Finance Department

1. SUBJECT: Single Audit Results for FY2016-17 - Presentation from External Auditor. (20/15/10)

RECOMMENDATION: For the City Council to receive and file a report and presentation on the Single Audit for Fiscal Year 2016-17, ending June 30, 2017 from the City's External Auditor.

Legislative Body: CC
7475

Contact: Jim Throop

Phone: (805) 385-

Public Works Department

2. SUBJECT: Ordinance Amending the Speed Limits on City Streets. (5/5/5)

RECOMMENDATION: That City Council approve the introduction and first reading by title only and waive further reading of an Ordinance amending the speed limits on City streets.

Legislative Body: CC
8055

Contact: Rosemarie Gaglione

Phone: (805) 385-

M. ADJOURNMENT

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: 1

DATE: May 8, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in cursive script, appearing to read "S. Whitney".

FROM: Scott Whitney
Interim City Manager/Police Chief

A handwritten signature in cursive script, appearing to read "S. Whitney".

SUBJECT: Request of Mayor Flynn for Joint Meetings with Partner Agencies. (5/15/10)

CONTACT: Scott Whitney, Interim City Manager/Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council discuss Mayor Flynn's request for scheduling joint meetings with partner agencies early next fiscal year, and provide direction to staff as desired.

BACKGROUND

At the April 17, 2018 City Council meeting, Mayor Flynn requested that City Council consider scheduling joint meetings with partner agencies early next fiscal year, including the Oxnard Harbor District, school districts, and City of Port Hueneme.

Pursuant to Chapter 3 of the City of Oxnard City Council Procedures Manual adopted on May 10, 2016, the Council discussion will be limited to determining whether staff time and City resources should be spent researching the particular agenda item and whether to direct staff to conduct further analysis on the item. Council will not take action on the item itself.

Concurrence that staff time and City resources will be devoted to the item does not signify approval of the item. It only indicates that the Council wishes to have it studied further. Additionally, the Council may, at any time, decide to drop the matter, even after the matter has been analyzed by staff.

Request of Mayor Flynn for Joint Meetings with Partner Agencies (5/15/10)

May 8, 2018

Page 2

Upon the concurrence of a majority of the Council that the item should be researched and agendized, the City Manager will determine when to place the item on a future agenda based on time necessary to complete the research and staff workload considerations and the effect on City Council established priorities.

FINANCIAL IMPACT

There is no financial impact at this time.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: May 8, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Scott Whitney
Interim City Manager/Police Chief

SUBJECT: Agreements for City Council Review.

CONTACT: Scott Whitney, Interim City Manager/Police Chief
Scott.Whitney@OxnardPD.org, (805) 385-7624

RECOMMENDATION:

That City Council, pursuant to Ordinance No. 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:

- A. MILO Range (8164-17-PO) for the purchase of a Force Option Simulator (FOS) system for the Police Department (\$149,511).
- B. AllStar Fire Equipment, Inc. (Purchase Order No. 6812) for the purchase of turnout pants and turnout jackets for firefighters (\$204,805).
- C. Quinn Rental Services (Purchase Order No. 6804) for the rental of heavy equipment for the maintenance of City-owned storm drains (\$100,000).

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to \$25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above \$25,000 and up to \$250,000.

FINANCIAL IMPACT

Agreements for City Council Review.

May 8, 2018

Page 2

A complete explanation of the agreement and funding sources are attached.

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

ATTACHMENTS:

Attachment A: City Manager Contract List for May 8, 2018

City Manager Contract List for 05/08/2018

Contracts from \$25,000 to \$250,000

A Purchase of Force Option Simulator (FOS) System

Vendor: MILO Range
Type: Original Agreement
Agreement No.: 8164-17-PO
Amendment No.: N/A
Purchase Order No.: 3676
Begin Date: 01/30/2018
End Date: 01/29/2023
Term: 5 Years

Amount to be Approved: \$149,511
Current FY Amount: \$149,511
Total Contract Amount: \$149,511
Funding Source: Law Enforcement Safety Fund (SLESF)
Vendor Selection Process: Request for Proposals (RFP)
of Bids/Proposals/Quotes: 2
Project Manager: Commander Christopher Williams
Department: Police Department
Telephone: 805-207-7234
Email: christopher.williams@oxnardpd.org

Purpose:

Staff is requesting authorization to enter into an original agreement with MILO Range (8164-17-PO) for the purchase of a Force Option Simulator (FOS) system in the amount of \$149,511. The FOS system was designed to work in conjunction with instruction to improve an officer's ability to deescalate a situation, understand when it is appropriate to use force and the degree of force to use, and provide instruction on applicable use of force laws.

Pursuant to the City's Purchasing Policies, on February 8, 2018 a Request for Proposal was posted on the City of Oxnard and Public Purchase websites with a closing date of March 7, 2018. The Request for Proposal was also published in Vida Newspaper. Two firms responded with proposals. The selection panel reviewed and ranked the proposals based on profile, experience of the firm, qualifications and ability to perform the scope of work. MILO Range received the highest ranking as the most qualified by the selection panel.

City Manager Contract List for 05/08/2018

Contracts from \$25,000 to \$250,000

B Blanket Purchase order for turnouts (pants/jackets) for the Fire Department

Vendor: AllStar Fire Equipment, Inc.
Type: Purchase Order
Agreement No.:
Amendment No.: N/A
Purchase Order No.: 6812
Begin Date: 04/25/2018
End Date: 06/30/2020
Term: 2 years, 2 months

Amount to be Approved: \$204,805
Current FY Amount: \$54,805
Total Contract Amount: \$204,805
Funding Source: General Fund - Academy budget 101-2209
Vendor Selection Process: Request for Bids (RFB)
of Bids/Proposals/Quotes: 1
Project Manager: Darwin Base
Department: Fire Department
Telephone: 805-385-7708
Email: darwin.base@oxnard.org

Purpose: Staff is requesting authorization to enter into a blanket Purchase Order (Purchase Order No. 6812) with AllStar Fire Equipment, Inc. in the amount of \$204,805 for the purchase of turnout pants and turnout jackets to outfit the academy graduates. Turnouts are required equipment for firefighter safety.

Pursuant to the City's purchasing policy, on March 8, 2018 a Request for Bids was posted on the City of Oxnard and Public Purchase websites with a closing date of March 29, 2018. The Request for Bid was also published in Vida Newspaper. AllStar Fire Equipment, Inc. provided the only bid and is therefore the preferred vendor.

Turnouts are a critical piece of firefighter safety gear and must be replaced every 5 years. The department purchases an average of 25 turnouts annually and would like a Blanket Purchase Order to allow for the purchase of turnouts utilizing this Request for Bid in the amount of \$204,805.

City Manager Contract List for 05/08/2018

Contracts from \$25,000 to \$250,000

C Heavy Equipment Rental for the Maintenance of City-Owned Storm Drains

Vendor: Quinn Rental Services
Type: Purchase Order
Agreement No.:
Amendment No.: N/A
Purchase Order No.: 6804
Begin Date: 03/20/2018
End Date: 03/20/2019
Term: 1 year

Amount to be Approved: \$100,000
Current FY Amount: \$30,000
Total Contract Amount: \$100,000
Funding Source: Storm Water Management
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 4
Project Manager: Ray Trevino
Department: Public Works, Wastewater Division
Telephone: 805-271-2215
Email: ray.trevino@oxnard.org

Purpose: Staff is requesting approval of Purchase Order No. 6804 with Quinn Rental Services in the amount of \$100,000 for the rental of heavy equipment for the maintenance of City-owned storm drains. Staff anticipates using \$30,000 this current fiscal year and the remaining \$70,000 in the next fiscal year.

The City sent the informal bid to seven (7) known companies who provide this equipment, Sunbelt Rentals, Quinn Rental Services, URent, Inc., United Rentals, Herc Rentals, Coastline Equipment, and Ahern Rentals. The City received the following four (4) bids listed at the average monthly rental rate of:

Quinn Rental Services \$3,695
Sunbelt Rental \$4,021
United Rentals \$5,172
Herc Rentals \$5,786

Quinn Rental Services was the lowest responsive bidder with an average monthly rental rate of \$3,695. Funds are available in the Storm Water Management fund.

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: May 8, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: Jr. High Grad Night - Six Flags Magic Mountain Excursion.

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, (805) 385-7993

RECOMMENDATION:

That City Council authorize the City Manager to approve the purchase of Six Flags Magic Mountain tickets in the amount of \$53,186 and payment to Star-Dust Tours, Inc. (dba The Bus), Agreement No. 8229-18-CS, in the amount of \$36,400 for transportation on June 2 and 3, 2017.

BACKGROUND

The City of Oxnard and local school districts have partnered to coordinate a field trip to Six Flags Magic Mountain for over 1,400 8th grade students across 14 schools within the school district for over 40 years. The trip to Six Flags Magic Mountain has been the location of choice for the Jr. High Grad Night event year after year. The service package includes approximately 1,400 admissions at \$37.99 per ticket (\$53,186), no charge for the volunteer chaperones and parking for buses. Magic Mountain is close (50.1 miles away from Oxnard) and offers Jr. High Grad Night for the 8th grade graduates, and although Disneyland has previously been considered, it is farther (96 miles away) and only offers services for high school graduates and does not include transportation.

An informal bid for two days of bus transportation was requested on February 6, 2018. Twenty-seven informal bids were sent to companies throughout Southern California. Bids were received from Star Dust Tours dba (The Bus) and Pegasus Transit, Inc. The contract for transportation

Jr. High Grad Night - Six Flags Magic Mountain Excursion
May 8, 2018
Page 2

was awarded to Star Dust Tours dba (The Bus) based on meeting all requirements (including lowest bid, restrooms in each bus and ADA compliance).

The departure date is June 1, 2018, at 4:00 p.m. from Oxnard to Valencia, CA. The buses will return from Valencia to Oxnard on is June 2, 2018 at 1:00 a.m.

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 1b. Explore alternatives for youth through recreation programs and intervention services.

FINANCIAL IMPACT

The total cost for admission and transportation for 1,400 students is \$89,586 or \$63.99 per person. Each student pays \$70.00 which covers not only the above listed expenses, but any materials and temporary labor costs required for the event. This event is 100% cost recovery with revenue recognized and appropriation in amount of \$89,586 included in the FY2017-18 Budget.

ATTACHMENTS:

Attachment A: Agreement No. 8229-18-CS

**AGREEMENT FOR TRADE SERVICES
(INCLUDES LIVING WAGE REQUIREMENTS EFFECTIVE FROM 7/1/17)**

THIS AGREEMENT FOR TRADE SERVICES (“**Agreement**”) is entered into in Ventura County, California, this 6 day of April, 2018, by and between the City of Oxnard (“**City**”) and Star-Dust Tours, Inc, dba The Bus (“**Vendor**”), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Bus transportation for Jr. High Grad Night at Six Flags Magic Mountain (the “**Services**”).

2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below as described in Exhibit B. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.

3. This Agreement shall begin on April 11, 2018, and shall end on June 30, 2018. City may terminate this Agreement at any time, with or without cause and without penalty, 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 the 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 an amount not to exceed \$36,400.00 for the Services performed during the term of this Agreement. 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. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors 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, its employees, subcontractors, agents and sub-vendors. 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.

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 A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2018, 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. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the **“Indemnified Party”**) 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 are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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 Indemnified Party 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 the Indemnified Party shall not relieve Vendor from its separate and distinct obligation to defend the Indemnified Party. 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 Indemnified Party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of the Indemnified Party, 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 the Indemnified Party shall not affect, relieve or reduce Vendor's indemnification or defense obligations. This Section shall survive completion of the Services or termination of this Agreement. The provisions of this Section shall not be restricted by and do not affect the provisions of this Agreement relating to insurance.

7. 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 work is being performed.

8. a. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-1**, 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 the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-1**.

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.

9. In performing the 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.

10. Vendor shall not, without the written consent of City's Purchasing Officer, assign this Agreement, or any interest therein, or any money due thereunder.

11. 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.

12. In the event of any conflict between the terms of the Agreement and any exhibits or other incorporated document(s), the terms of the Agreement shall control.

13. This Agreement may be amended only by a written document signed by both City and Vendor.

14. Any notices to Vendor may be delivered personally or by mail addressed to: Star-Dust Tours, Inc. dba The Bus, 520 South Greenwood Avenue, Montebello, CA 90640. Any notices to

City may be delivered personally or by mail addressed to: City of Oxnard, Cultural and Community Services (Recreation Division), 305 West Third Street, West Wing, 1st Floor, Oxnard, CA 93030.

15. 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.

16. 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 the 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.

17. 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.

[Signatures on next page]

AGREEMENTS \$25,000.01 THROUGH \$250,000.00

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

VENDOR

Scott Whitney, Interim City Manager_____
Frank J. Gonzalez, President

APPROVED AS TO FORM:

Frank J. Gonzalez, CFO_____
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Ingrid A. Hardy, Cultural & Community Services Director_____
Terrel J. Harrison, Project Manager

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

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

EXHIBIT A**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 A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 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, 2017**

- 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 **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, 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.
- e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

Exhibit B

City of Oxnard
 Community and Cultural Services Department
 Recreation Division
 305 West Third Street, West Wing, 1st Floor
 Oxnard, CA 93030

SCOPE OF SERVICES**Job task:**

The purpose of this proposal is to establish safe transportation for Junior High Grad students for the annual Jr. High Grad Night to Six Flags Magic Mountain excursion. Vendor shall provide two (2) days of work services. Services shall include accommodations for 1,400 students which include two (2) chaperones per bus, and a two (2) way charter bus.

Required items:	28-30 Coach Buses
Departure Date:	Friday, June 1, 2018
Departure Time:	3:00 p.m.
Departing From:	Police Activities League (PAL) Parking Lot 350 South "K" Street, Oxnard, CA 93030
Destination:	Six Flags Magic Mountain 26101 Magic Mountain Parkway
Returning Date:	Saturday, June 2, 2018
Returning Time:	1:00 a.m.
Returning to:	Police Activities League (PAL) Parking Lot 350 South "K" Street, Oxnard, CA 93030
Additional requirements:	Please provide all buses with restrooms and the following: (2) ADA (Americans with Disabilities Act) Buses. (1) Service truck (in case of bus breaking down).



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: May 8, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in cursive script, appearing to read "S. Whitney".

FROM: Ingrid Hardy
Cultural & Comm Services Director

A handwritten signature in cursive script, appearing to read "Ingrid Hardy".

SUBJECT: Ventura County Area Agency on Aging Senior Nutrition Program.

CONTACT: Ingrid Hardy, Cultural & Comm Services Director
Ingrid.Hardy@oxnard.org, (805) 385-7993

RECOMMENDATION:

That City Council adopt a resolution authorizing:

1. The Cultural and Community Services Director to submit an application for \$103,550 Ventura County Area Agency on Aging Older Senior Nutrition Program grant funds for Fiscal Year 2018-2019 to be used for the Senior Nutrition Grant Program, and to execute grant agreements; and
2. The Chief Financial Officer or designee to submit financial reports and grant claims.

BACKGROUND

The City of Oxnard operates three senior centers, and nutrition services are provided as part of the City's offerings. Nutrition services include the procurement, preparation, transport, and service of meals in both congregate settings and in seniors' homes. Nutrition services also include outreach, client assessments (for home-delivered meals), monthly program reporting, and fiscal administration. The program's objective is to provide high-quality, nutritionally balanced meals, nutrition counseling and education, and related supportive services to persons aged 60 years and older.

Ventura County Area Agency on Aging Senior Nutrition Program

May 8, 2018

Page 2

The senior nutrition program will provide approximately 13,000 congregate meals at two of the City's three senior centers. In addition, through a memorandum of understanding between the City of Oxnard and Food Share, approximately 22,600 meals will be delivered to home-bound seniors. Funding for these services is provided through the Older Americans Act, Title HIC. The application is being submitted for Fiscal Year 2018-19.

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

If the grant is awarded, staff will return to Council to recognize the Fiscal Year 2018-19 grant awards and appropriate matching funds. Each fiscal year the City would then recognize the Ventura County Area Agency on Aging Older American Act Senior Nutrition Program grant of \$103,550, along with the proposed City contribution of 10% in-kind match which will be met by permitting the program to use the City-owned facility.

ATTACHMENTS:

Attachment A: Senior Nutrition Program Grant Application Resolution 2018

Attachment B: VCAAA SNP Application - FY1819

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION

WHEREAS, City Council Resolution No. 12, 053 sets out the procedures by which City staff may submit grant applications, following approval of the City Council; and

WHEREAS, the Cultural and Community Services Department has requested that City Council approve the submittal of an application to the Ventura County Area Agency for \$103,550 in Senior Nutrition Program Grant funds to be used for the Senior Nutrition Program.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to approve the submittal of a grant application by the Cultural and Community Services Director for the Ventura County Area Agency on Aging Senior Nutrition Program Grant. The City Council further resolves that the Cultural and Community Services Director or designee is authorized to execute grant agreements; the Chief Financial Officer or designee is authorized to submit financial reports and grant claims; and the Cultural and Community Services Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 8th day of May, 2018, 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

RENEWAL APPLICATION FORM FY 2018-19



**VENTURA COUNTY AREA AGENCY ON AGING
OLDER AMERICANS ACT GRANT APPLICATION
SENIOR NUTRITION PROGRAM
PROJECT YEAR: JULY 1, 2018 - JUNE 30, 2019**

Applicant (Agency) Name: City of Oxnard

Renewal applications must be submitted to the following address no later than
4:00 p.m., Friday, April 20, 2018.

Ventura County Area Agency on Aging
Attn: Marleen Canniff, Grants Administrator
646 County Square Drive, Suite 100
Ventura, CA 93003

Application Checklist: Each application must include the items listed below. Please check the box to confirm that your completed application packet contains all items.

One (1) original of the following are required to be submitted:

Included

- ☐ Completed Application with Original Signatures Full Description of Proposal
- ☐ Completed Proposal Budget with Original Signatures
- ☐ Legal Governing Body Resolution authorizing submittal of this application
- ☒ Audited Financial Statements or Single Audit – past year (pdf is acceptable)
- ☒ Sample Menus (if applicable)

One (1) copy of the following *(Please indicate if item is already on file at VCAAA):*

Included On File N/A

- | | | | |
|--------------------------|-------------------------------------|--------------------------|---|
| ☐ | ☒ | ☐ | List of Board of Directors/Legal Governing Body |
| ☐ | ☒ | ☐ | Current Organizational Chart |
| ☐ | ☒ | ☐ | Current Proof of Ownership/Lease Agreements for all Project Sites |
| ☐ | ☒ | ☐ | Current Business License(s) |
| ☐ | ☒ | ☐ | All Pertinent MOUs and Subcontracts |
| ☐ | ☒ | ☐ | Current Certificate of Insurance |
| ☐ | ☒ | ☐ | Current Fire, Health and Building Certificates |

APPLICANT INFORMATIONApplicant: City of Oxnard Senior ServicesAddress: 350 North C Street, Oxnard, CAZIP: 93030Project Address: 350 North C Street, Oxnard, CAContact Person: Deanna MarquezTitle: Senior Services CoordinatorBusiness Phone: (805) 575-21862nd Phone: _____Email Address: deanna.marquez@oxnard.orgGrant Project: Senior Nutrition ProgramGrant Amount: \$103,550Required Match (10%): \$10,355Funding Source: Title III C-1 (Congregate) & C-2 (Home-Delivered Meals)CFDA#: 93.045Project Period: July 1, 2018 - June 30, 2019

Contract #: _____

Agency Type:	☒ Public Agency	☐ Private Nonprofit	☐ Private For-Profit
Date of Incorporation:	Corporation Number:	Taxpayer ID Number:	
1903		95-6000756	

Authority to Contract

This proposal is authorized for submission by the governing body of the applicant agency(s). The undersigned is aware of all pertinent conditions and specifications affecting the provision of services and all relevant terms and conditions stated in the request for proposal.

➔Two authorized signatures are required for nonprofit organizations➔

AUTHORIZED SIGNATURE:

Renee Rakestraw

Name (print)

Recreation Supervisor

Title

Date_____
Signature

AUTHORIZED SIGNATURE:

Ingrid Hardy

Name (print)

Cultural and Community Services Director

Title

Date_____
Signature

Each grantee (except a sole proprietorship) is required to submit a resolution from its governing board that (1) authorizes submission of this grant application and (2) states the names and titles of individuals authorized to execute the grant contract and any contract amendments.

Is the resolution from the governing board attached to this document? ☐ Yes ☒ No

If no, list date when it will be submitted to VCAAA: 5/15/2018

CONTACT INFORMATION

Person responsible for completing this application:	
Name:	Deanna Marquez
Title:	Senior Services Coordinatoor
Phone:	(805)575-2186
Email:	deanna.marquez@oxnard.org
Person responsible for submitting monthly requests for funds and fiscal reports to VCAAA:	
Name:	Fernando Garcia and Ayde Almarez
Title:	Recreation Leader
Phone:	(805)385-8029
Email:	fernando.garcia@oxnard.org ayde.almarez@oxnard.org
Person responsible for submitting monthly program reports to VCAAA and ensuring accurate reporting:	
Name:	Chandra Crudup
Title:	Accountant 1 (Finance Department)
Phone:	(805)385-7851
Email:	chandra.crudup@oxnard.org
Person responsible for submitting client evaluation summaries each quarter to VCAAA:	
Name:	Fernando Garcia and Ayde Almarez
Title:	Recreation Leader
Phone:	(805)385-8029
Email:	fernando.garcia@oxnard.org ayde.almarez@oxnard.org
Person responsible for ensuring your agency's compliance with Security Awareness Training ¹ :	
Name:	Fernando Garcia and Ayde Almarez
Title:	Recreation Leader
Phone:	(805)385-8029
Email:	fernando.garcia@oxnard.org ayde.almarez@oxnard.org
Person responsible for inquiries and complaints regarding National Origin ² :	
Name:	Fernando Garcia and Ayde Almarez
Title:	Recreation Leader
Phone:	(805)385-8029
Email:	fernando.garcia@oxnard.org ayde.almarez@oxnard.org
Person responsible for resolving complaints made by older individuals receiving grant-funded services:	
Name:	Fernando Garcia and Ayde Almarez
Title:	Recreation Leader
Phone:	(805)385-8029
Email:	fernando.garcia@oxnard.org ayde.almarez@oxnard.org
Person responsible for publicity/outreach for grant-funded services during FY 2018-19:	
Name:	Fernando Garcia and Ayde Almarez
Title:	Recreation Leader
Phone:	(805)385-8029
Email:	fernando.garcia@oxnard.org ayde.almarez@oxnard.org

¹ All employees and volunteers of your organization who are directly involved with the grant (e.g., individuals who have access to confidential client information) are required to complete annually the Security Awareness Training module found on California Department of Aging's website: www.aging.ca.gov.

² If a complaint is made by a program participant alleging discrimination based upon a violation of State or Federal Law (22 CCR 98211, 98310, 98340), Grantee is required to immediately notify the VCAAA Grants Administrator. Grantees are required to designate an employee to whom initial complaints or inquiries regarding national origin can be directed.

EMERGENCY CONTACT INFORMATION

Names of person who provides information and assistance at your agency:	
Name:	Fernando Garcia and Ayde Almarez
Title:	Recreation Leader
Phone:	(805)385-8029
Email:	fernando.garcia@oxnard.org ayde.almarez@oxnard.org
Agency Director – Contact Information:	
Name:	Ingrid Hardy
Title:	Cultural and Community Services Director
Address:	305 West 3rd St. Oxnard, CA 93030
Phone:	(805)385-7995
Evening Phone:	
Email:	ingrid.hardy@oxnard.org
Agency Emergency Coordinator - Contact Information:	
Name:	Renee Rakestraw
Title:	Recreation Supervisor
Address:	350 North C Street Oxnard, CA 93030
Phone:	(805)385-8019
Evening Phone:	
Email:	renee.rakestraw@oxnard.org
Alternate Agency Emergency Coordinator - Contact Information	
Name:	Terrel Harrison
Title:	Community Services Manager
Address:	305 West 3rd St. Oxnard, CA 93030
Phone:	(805) 385-7995
Evening Phone:	
Email:	terrel.harrison@oxnard.org

NOTE: This information is solely for purposes of communication in case of local disaster and will be kept strictly confidential.

SECTION 1 – ORGANIZATIONAL CAPACITY

A. Mission Statement

Provide a brief summary of your organization's mission statement (use only space provided):

City of Oxnard Recreation and Community Services strives to enrich the quality of life for people of all ages by providing safe, positive, and active opportunities within our community that embrace diversity and promote social connections, wellness, civic pride, and life long learning.

B. Service Regions

Please check (✓) all that apply:					
Camarillo Somis, Santa Rosa Valley	☐	Oxnard, El Rio, Nyeland Acres, Del Norte, Hollywood Beach	☒	Simi Valley	☐
Fillmore	☐	Piru, Rancho Sespe	☐	Somis	☐
Moorpark	☐	Port Hueneme	☐	Thousand Oaks, Newbury Park	☐
Ojai Valley	☐	Santa Paula	☐	Ventura, Saticoy, Montalvo	☐

C. Organizational Impact

Describe the impact of your organization's core services and how grant funding will improve this impact.

The City of Oxnard Senior Services program aims to build relationships and create opportunities within the community. It is our goal to provide programs and services that "strengthen neighborhood development, and connect city, community, and culture. Grant funding provides an opportunity to include a senior nutrition program in services offered to senior residents in Oxnard. Many seniors are dependent on not only a meal provided through this service but also the social interaction that occurs as the meal is enjoyed. This in turn meets a great need within our senior community while also building relationships.

D. Collaborations (not including VCAAA)

Please list the major organizations your agency collaborates with to provide grant-funded services.

Name of Collaborating Agency		Role or Purpose Relative to this Grant	Proposed or Current Collaboration?	Informal or Formal Agreement (MOU, etc.)?
1	Food Share	Delivers HDM to Participants	Current	Formal MOU
2				
3				
4				

Describe your organization's experience in coordinating with these local and regional community services to integrate the service delivery system in the counties for which you are bidding; specifically, how these efforts have led to increased opportunities for older adults to access services:

The long lasting relationship between Food Share and the City of Oxnard allows for planning in the best interest of home-bound seniors. The cohesive relationships between the agencies supports a sustainable and seamless delivery system. The relationship between the delivery person, senior nutrition coordinator, and senior participant has allowed for trust to be built over time and services extended when necessary.

SECTION 2 – FISCAL

A. Project Budget

Please complete and submit the FY 2018-19 Project Budget.

B. Audited Financial Statements or Single Audit – Past Year

Please attach your agency's most recent audited financial statement or single audit report.

If a pdf version of the report is available, please provide the URL link or the date it was emailed to VCAAA: www.oxnard.org/city-department/finance/new-financial-and-other-updates/

C. Fiscal Management

List the contact information of the person responsible for the fiscal management of the grant.	
Name:	Chandra Crudup OR Tracy Corbett
Title:	Accountant 1 (Finance Department)
Phone:	(805) 385-7851, Tracy (805)385-7460
Email:	chandra.crudup@oxnard.org, tracy.corbett@oxnard.org
<i>Describe the fiscal management procedures to be used to manage this grant (use only space provided):</i> The City of Oxnard uses the Sungard Public Sector financial management system and is guided by a series of admin and finance policies as well as state and federal regulations. The City is audited annually and is subject to a A133 audit. All financial data that is eligible to be billed on the grant is maintained on a monthly basis within Senior Services and is submitted to the Finance Department. Items presented to finance are verified to determine if they are	

D. Funding Contingencies

The amount of your agency's grant is contingent upon the availability of state and federal funds. In the tables below, explain how your agency would handle an increase or decrease in grants funds.

Funding Increase

In the table below, list what your agency would do with additional "one-time-only" funds, if available. List a minimum of one and a maximum of five items/events. Typically, these funds are for one-time expenditures, such as equipment, workshops, special events, flyers, etc.

Priority	Item or Event	Estimated Cost REQUIRED
1	Special Event (luncheon)	\$ 500.00
2	Additional Program and Food Costs for meals	\$ 5000.00
3		\$
4		\$
5		\$

Funding Reduction

If grant funds are decreased, explain how your agency would reduce services funded by the grant:
 Measure O funding is budgeted to support the Senior Nutrition Program. In the event of a decrease in grant funding an attempt to cover the decrease using Measure O would be taken. If necessary, we would review limiting services to one site or reducing the number served.

E. Revenue Sustainably Plan

This section applies only to nonprofit agencies. Your agency is expected to ensure the continuation of the grant-funded project at the close of the grant's funding cycle. List any major revenue generating activities your agency is planning this fiscal year to build financial support. **Please be specific.**

Major Revenue Generating Activities Planned	Anticipated \$ Amount and Month/Year to Receive Funds	
	\$	Date:
	\$	Date:
	\$	Date:
	\$	Date:

Please check (✓) one ➡		YES	NO
Will this program ever be able to operate without funds from the VCAAA (Older Americans Act and/or Older Californians Act and/or state funds)?		☐	☒
If YES, list month and year when project will be self-sufficient ➡			
<i>If NO, provide an explanation as to why program cannot be self-sufficient (use only space provided):</i> Senior Nutrition services are ot currently funded i the Senior services budget.			

SECTION 3 – SCOPE OF WORK AND SERVICE REQUIREMENTS

A. Changes In Service

Please review the file copy of your agency's prior year's grant application that was submitted to VCAAA, then answer the following questions to indicate any changes in FY 2018-19:

Please check (✓) to answer questions below →		YES	NO
Are there changes with ...			
1	Scope of work, i.e., number of meals proposed to provide? (See Scope of Work table on following page to verify service units to be provided.)	☐	☒
2	Scope of work, i.e., how you are implementing the grant-funded project?	☐	☒
<i>If YES, please explain:</i>			
3	Are you applying to prepare and package some or all meals in your own kitchen?	☐	☒
<i>If YES, please describe the frequency you anticipate serving home-made meals.</i>			
<i>Additionally, please provide homemade meal recipes with 3 months of sample menus.</i>			

Please check (✓) to answer questions below →		YES	NO
Are there changes with ...			
1	Geographical areas in the county where the grant-funded services will be provided?	☐	☒
2	The hours that the grant-funded services will be available?	☐	☒
3	Your organization's mailing address?	☐	☒
4	The location(s) where grant-funded services are provided to clients?	☐	☒
5	Job descriptions of staff or volunteers (if applicable) providing grant-funded services?	☐	☒
6	Fiscal management policies and/or procedures relative to this grant?	☐	☒
7	Personnel regarding fiscal management of this grant?	☐	☒
8	Determining eligibility for a client to receive grant-funded services?	☐	☒
9	Policies and procedures re donations by clients receiving grant-funded services?	☐	☒
10	Client evaluations regarding grant-funded services they have received?	☐	☒
11	Training provided for staff and volunteers re grant-funded services?	☐	☒
12	Targeting priorities?	☐	☒
13	Compliance with Americans with Disabilities Act?	☐	☒
14	Collaborations?	☐	☒
15	Subcontractors (if applicable)? Note: Subcontractors must be preapproved by VCAAA Grants Administrator	☐	☒
<i>If you answered YES to any questions above, please provide a description of the changes:</i>			
Item #	Description		

B. Service Proposal

Projected Meals – The following table represents the number of meals projected to be served from each meal site in FY 2018-19, with available funding.

#	Service Region	Projected # of Congregate Meals (C-1)	Projected # of Home-Delivered Meals (C-2)
1	Camarillo, Somis, Santa Rosa Valley	500	23,500
2	Fillmore	7,800	3,800
3	Moorpark	3,600	5,000
4	Oxnard, El Rio, Nyeland Acres, Del Norte, Hollywood Beach & Silverstrand	13,000	22,600
5	Port Hueneme	0	6,200
6	Santa Paula	5,000	8,000
7	Simi Valley	11,500	36,600
8	Ventura, Saticoy, Montalvo	10,000	14,000
9	Thousand Oaks, Newbury Park	13,000	0
10	Ojai	3,400	14,000
11	Piru & Rancho Sespe	4,200	4,000
Totals:		72,000	137,700

FY2018-19 Projected Funding for Meal Service	
Food & Non-Food Procurement and Local Food Storage and Delivery	\$786,375
SNP Meal Sites	\$610,100
Total Meal Service Funding Available:	\$1,396,475

A limited funding amount is available for Older Americans Act programs.

Proposed Meals – Please complete the following table to indicate the number of meals you are applying to provide in FY 2018-19.

Proposed # of Congregate Meals (C-1)	Proposed # of Home-Delivered Meals (C-2)
13,000	22,600

Proposed # of Made-From-Scratch Congregate Meals (C-1)	Proposed # of Made-From-Scratch Home-Delivered Meals (C-2)

Funds will be distributed based on the number of meals providers propose to serve, funding congregate (C-1) at \$2.75 per meal and HDM (C-2) at \$3.00 per meal, with an additional \$3.75 per meal for food costs for made-from-scratch meals. *The cost of food per meal is variable; thus, the estimated total cost of meals may be higher or lower.*

C. Service Contingency Plan

- Describe how your agency will deal with demands for service that exceed proposed and restricted service levels.

The City of Oxnard is prepared to use Measure O funds for additional supplies, food delivery, and home-delivery if necessary.

- How will you determine who is wait listed for meals and who receives priority?

Priority begins with the order in which applications are received. Determination is based on the urgency and age of the eligible applicant.

SECTION 4 – TARGETING AND PUBLIC RELATIONS

A. Targeting

Grantees are required to follow priority preference in providing services to older individuals with greatest economic need and older individuals with greatest social need **with particular attention to low-income older individuals, including low-income minority older individuals, older individuals with limited English proficiency, and older individuals residing in rural areas.**

Greatest Social Need – A social need is the result of non-economic factors, e.g., physical and/or mental disabilities, language barriers, or cultural and/or social isolation and/or racial and ethnic status. They restrict a person's ability to perform normal daily tasks or threaten his or her capacity to live independently. An older individual is in greatest social need if s/he has two (2) or more of the following characteristics: is physically and/or mentally disabled, has a language or communication barrier, lives alone, or is aged 75 or older.

Greatest Economic Need – Any person 60 years of age or older whose income level is estimated to be at or below the 2018 Department of Health and Human Services guidelines for the federal poverty level.

All grants funded with Title III B, C, D, E and VII dollars MUST provide services to persons age 60 and older regardless of income level.

Describe specific efforts your agency will make to serve seniors in greatest social and economic need:

Over 67 percent of Oxnard's population speaks a language other than English at home and over 73 percent are Hispanic, according to the 2010 Census data. It is reasonable to assume the city's senior population is no different, placing the majority of our seniors in the Greatest Social need based on their minority and language status. Similarly, Oxnard has an estimated 15 percent of its population living at the federal poverty level, again using the 2010 census data. Our program data also show majority of those currently served by the program are low income. In regards to outreach, information is provided in the Rec Guide, which is issued three times per year with the print run of 30,000 and widely distributed through the city. Periodic updates and outreach presentations are provided at City Council, the Senior Services Commission, and Neighborhood Councils.

B. Compliance with Americans with Disabilities Act

Please check (✓) to answer questions below →		YES	NO
1	Is/are your project site(s) ADA accessible to people with disabilities?	☒	☐
2	Has your agency incorporated accessibility symbols into brochures, advertisements or other materials that describe your services?	☐	☒
<i>If you answered NO to either of the above questions, describe steps your agency has taken to increase public awareness for accommodations for clients with disabilities; and what other steps, if any, has your agency taken to meet the needs of these clients (use only space provided):</i> Accessibility symbols are not currently included on written material but will be taken into consideration when creating materials in the future.			

C. Limited English Speaking Participants (LEPs)

Grantees are required to take reasonable steps to ensure that “alternative communication services” are available to non-English speaking or LEP beneficiaries of services. This includes but is not limited to providing grant-funded services using interpreters or bilingual staff; providing translated written materials, e.g., descriptions of available services and programs, etc. Complete the information requested below:

Projected number of limited English-speaking persons (LEP) to be encountered by the grant-funded program in the proposed service year FY 2018-19:	250
Projected frequency (daily, monthly, etc.) with which LEP individuals will come in contact with your agency's grant funded program:	daily
<i>Nature and importance of services to be provided to LEP individuals:</i> Numerous Senior Services staff working with SNP are bilingual including kitchen staff, Senior Nutrition Assistant Coordinator, Office Assistant, and Palm Vista Senior Director. We also have many volunteers involved in service that are bilingual. The application is also available in both English and Spanish.	
<i>If your agency has written materials that describe the grant-funded program and services available in another language (e.g., Spanish), please list those languages:</i>	
Language	Description of Materials
Spanish	Application



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: May 8, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Energy Upgrade California - "Do Your Thing" Campaign.

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

RECOMMENDATION:

That the City Council adopt a Resolution Supporting Energy Upgrade California's "Do Your Thing" campaign and urging all Oxnard residents and businesses to become more conscious energy stewards.

BACKGROUND

Energy Upgrade California (EUC) is a statewide initiative of the California Public Utilities Commission that was created to motivate and educate California residents and small businesses about energy management through useful programs and actions. EUC is committed to ensuring that every Californian is empowered with the tools and information they need to achieve a cleaner, healthier, more energy-efficient and prosperous state.

California has long been a national leader in energy conservation, embracing its residents' and small businesses' efforts to reduce greenhouse gas emissions and promote energy efficiency. The State is well on its way to doubling energy efficiency and reducing greenhouse gas emissions by 40 percent before 2030 - goals set forth in the "Clean Energy and Pollution Reduction Act of 2015" (Senate Bill 350).

On April 26, 2017, EUC launched its "Do Your Thing" campaign to motivate all Californians to

Energy Upgrade California - "Do Your Thing" Campaign

May 8, 2018

Page 2

take actions, big or small, to better manage personal energy consumption and play an important role in helping California attain its goals by becoming energy stewards.

It is requested that the Council adopt a Resolution supporting Energy Upgrade California's call to have all Californians "Do Your Thing" by urging all Oxnard residents and small businesses to become more conscious energy stewards by doing at least one thing, such as flipping off a light, unplugging unused appliances or using LED lightbulbs, to use less energy, which will result in big change not only for Oxnard, but also for the State of California.

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 5b. Protect ocean and waterways.

FINANCIAL IMPACT

There is no estimated financial impact to the current FY 2017-2018 budget.

<INSERT BODY HERE>

ATTACHMENTS:

Attachment A: Resolution Supporting EUC Do Your Thing Campaign

Attachment B: Energy Upgrade California Fact Sheet

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD SUPPORTING ENERGY UPGRADE CALIFORNIA'S "DO YOUR THING" CAMPAIGN AND URGING ALL OXNARD RESIDENTS AND SMALL BUSINESSES TO BECOME MORE CONSCIOUS ENERGY STEWARDS

WHEREAS, California, a national leader in energy conservation that embraced its residents' and small businesses' efforts to reduce greenhouse gas emissions and promote energy efficiency, is well on its way to doubling energy efficiency and reducing greenhouse gas emissions by 40 percent before 2030-goals set forth in the "Clean Energy and Pollution Reduction Act of 2015" (Senate Bill 350); and

WHEREAS, Energy Upgrade California is a statewide initiative of the California Public Utilities Commission committed to ensuring that every Californian is empowered with the tools and information they need to achieve a cleaner, healthier, more energy-efficient and prosperous state; and

WHEREAS, Energy Upgrade California launched its "Do Your Thing" campaign on April 26, 2017 to serve as an anthem for all Californians, motivating everyone to take actions, big or small, to better manage personal energy consumption and play an important role in helping California attain its goals by becoming energy stewards.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that it supports Energy Upgrade California's call to have all Californians "Do Your Thing" by urging all Oxnard residents and small businesses to become more conscious energy stewards by doing at least one thing – such as flipping off a light, unplugging unused appliances or using LED lightbulbs – to use less energy, which will result in big change not only for Oxnard, but for also for the State of California..

PASSED AND ADOPTED this 8th day of May, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney



Energy Upgrade California Fact Sheet

Overview:

Energy Upgrade California is a statewide marketing, education, and outreach (ME&O) initiative to promote energy management concepts, energy efficiency actions, and clean energy opportunities for the state's residents and businesses.

Its mission is to help Californians take action to save energy and conserve natural resources, help reduce demand on the electricity grid, and make informed energy management choices at home and at work.

Energy Upgrade California is supported by an alliance of the California Public Utilities Commission (CPUC), the California Energy Commission, utilities, regional energy networks, local governments, businesses, and nonprofits to help communities meet state and local energy and climate action goals.

Purpose:

Energy Upgrade California is uniting the state in a movement to help California thrive through smarter energy use. By inspiring consumers and businesses to make informed choices about their energy use, Energy Upgrade California aims to reduce energy consumption in homes, businesses, and communities across the state.

Energy Upgrade California will help Californians achieve smarter energy use, which creates a cleaner, healthier, more prosperous state.

- Cleaner: Reduce pollution from power plant carbon emissions
- Healthier: Reduce climate pollution health costs and creates an environment that supports an active outdoor lifestyle
- More prosperous: Create jobs, save money, and drive innovation, which fuels economic growth

California Energy Leadership:

- Californians are famous for setting high standards and refusing to settle. That's why we're ranked #1 in the country for energy efficiency (tied with Massachusetts).
(Source: American Council for an Energy-Efficient Economy – ACEEE)
- Through innovation and perseverance, California's electricity consumption has been nearly flat over the past 40 years, while the other 49 states increased their average per capita use by more than 50 percent. (Source: EIA)
- California's increased energy efficiency has eliminated more than 30 million metric tons of CO₂ pollution, equal to the annual emissions of 6 million cars. (Source: NRDC)
- California continues to lead the nation in new clean-energy jobs, thanks in part to looking first to energy efficiency to meet power needs. In 2012 alone, more than 26,000 green jobs were added in the state. (Source: EIA, State Energy Data System, All Consumption Estimates, in Physical Units, ESTCP and GDPX 1990–2010 (2012))

Contact: Alexa Karkar / FleishmanHillard for Energy Upgrade California / alexa.karkar@fleishman.com / (916) 492-5313



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: May 8, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in blue ink, appearing to read "S. Whitney".

FROM: Jim Throop
Chief Financial Officer

SUBJECT: March 2018 - Monthly Financial Results Summary and Dashboard.

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

RECOMMENDATION:

That the City Council receive and file the March 2018 monthly financial summary report, with the dashboard highlights included.

BACKGROUND

City Council adopted a resolution requiring staff to report on the financial status of the city's major funds no later than 30 days after the end of the preceding month.

Given the timing of the monthly closes, holidays, weekends, etc., and any possible external auditor changes, the Finance Department will strive to make this posting date.

For the month of March results, the regular Council meeting for April 24th was dedicated to the FY2018-19 budget workshop, so it was not able to be presented until May 2018.

STRATEGIC PRIORITIES

This agenda item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to

March 2018 - Monthly Financial Results Summary and Dashboard
May 8, 2018
Page 2

improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Goal 2. Increase transparency with Council, community and staff related to the City's budget and financial management processes.

Objective 2c. Create a standardized template to present financial and other data to the general public.

FINANCIAL IMPACT

There is no financial impact on Council receipt and file of this report.

ATTACHMENTS:

Attachment A: MARCH 2018 General Fund Summary

Attachment B: MARCH 2018 General Fund Thermometer Summary

General Fund 101 Summary - Closing of Period 9 or March 31, 2018
(\$ in Millions)

	FISCAL YEAR 2016-2017	
	Revised Budget	Actuals
Beginning Audited FY16-17 Undesignated Unreserved Fund Balance	\$12.64	\$12.64
FY16-17 Year-To-Date Revenue - Period 14 Closing	\$122.35	\$125.47
FY16-17 Year-To-Date Expenditures - Period 14 Closing	-\$125.88	-\$119.17
FY16-17 Cash / Balance Sheet Adjustment (<i>majority of receivables are from Successor Agency One-Time</i>)		\$6.07
Ending Audited FY16-17 Undesignated Unreserved Fund Balance	\$9.11	\$25.01
<i>Operating Reserve FY16-17</i>	7%	21%

	FISCAL YEAR 2017-2018	
	Revised Budget	Actuals
Beginning Audited FY17-18 Undesignated Unreserved Fund Balance	\$25.01	\$25.01
FY17-18 Budgeted Revenues (as of closing of March 2018)	\$126.19	\$74.48
FY17-18 Budgeted Expenditures (as of closing of March 2018) *	-\$132.55	-\$89.18
Estimated Ending FY17-18 Undesignated Unreserved Fund Balance	\$18.65	\$10.31
<i>Estimated Operating Reserve FY17-18</i>	14%	12%

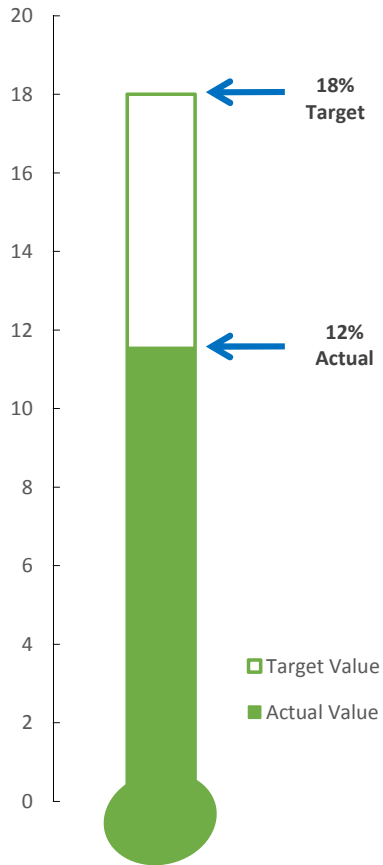
* The following are actions taken by Council after the Adopted Budget 2017-18.

FY 17-18 Adopted Budget		\$125.48
Itemized Budget Appropriations	Amount	Council Date
Increased contribution to Oxnard Convention & Visitors Bureau for FY17-18	\$0.08	6/20/2017
Funding for HCA Consulting for Capital Asset Inventory & Valuation	\$0.15	7/25/2017
Funding for 3rd Amendment MV Cheng Contract	\$0.17	7/25/2017
Funding for financial advisory services (A-8012 NHA Advisors)	\$0.05	10/3/2017
2017-2018 Western Ventura County Winter Warming Shelter for the Homeless	\$0.06	11/28/2017
To abate the Halaco property site for remediation	\$0.40	11/28/2017
To fund utility bills from Channel Islands Beach Community thru Feb'18	\$0.050	12/19/2017
To fund Senior Excursion, Showmobile & Tamale Festival	\$0.107	12/13/2017
To fund Winter Warming Shelter - Extended Daytime	\$0.044	12/19/2017
Transfer to Golf - To fund FY18 landfill monitoring charges PO 5677 per 2nd amend 7167-15-CM	\$0.052	1/23/2018
1) Purchase of building 720 South B St successor agency & cost of repairs 2) 6 months of HSPOA assessment fees	\$0.076	1/23/2018
Per. Streets & Highways Code section 2610, surplus funds of 13 Dissolved LMDs: Recognized \$1.138 million of revenues & appropriate \$1,131,152 of surplus funds to reimburse parcel owners of 13 dissolved districts.	\$1.131	2/6/2018
FY17-18 Mid-Year Appropriations	\$4.216	2/20/2018
2018 California Strawberry Festival - City Corp to provide litter cleanup & recycle services agreement 8194-18-CS	\$0.040	3/27/2018
Budget Appropriations post Adopted Budget	\$6.62	
FY16-17 Carryover	\$0.45	
FY17-18 Revised Budget (as of closing of March 2018) *	\$132.55	

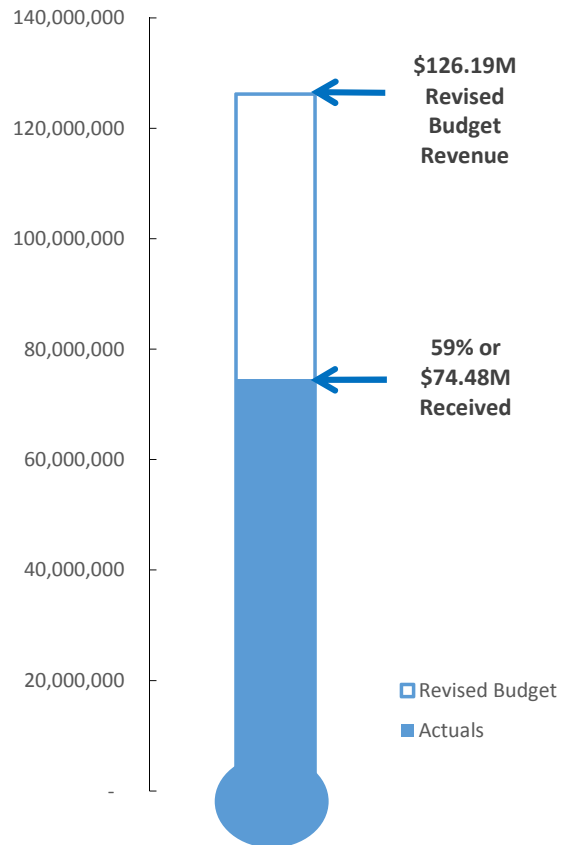
To conform with FY2017-18 Budget approval, this reporting substitutes the Month-End Fund Balance Status Summary.

General Fund 101

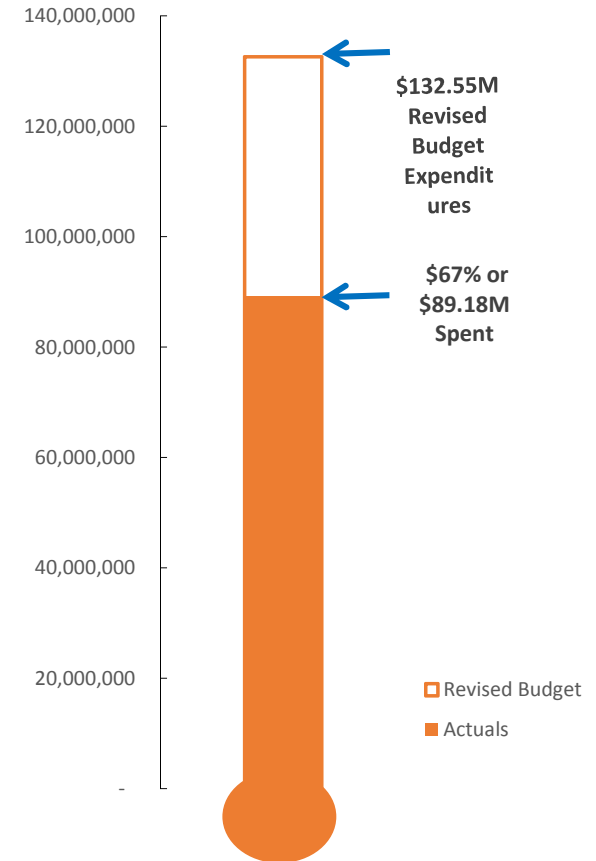
**FY17-18 Reserve as of
March 2018**



**FY17-18 Revenues
as of March 2018**



**FY17-18 Expenditures
as of March 2018**





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: May 8, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Darwin Base
Fire Chief

SUBJECT: Handheld Radio Purchase.

CONTACT: Darwin Base, Fire Chief
Darwin.Base@oxnard.org, (805) 385-7700

RECOMMENDATION:

That City Council approves and authorizes the Mayor to execute one (1) purchase order (Requisition 3909) for a total amount of \$425,499 for the purchase of 95 handheld radios and accessories from Motorola Solutions Inc.

BACKGROUND

On February 20, 2018, Council approved a mid-year budget augmentation of Measure O funds for the Fire Department to receive \$382,500 for the purchase of handheld radios and accessories. To allow the City to maintain liquidity with its existing reserves, Council approved the Use of Line of Credit for Large Capital Projects which included Public Safety Communication Equipment on March 27, 2018.

The additional equipment in amount of \$42,999 will be funded from General Fund 2018 Fire Academy (101-2209). The handheld radio purchase is part of the safety and protective gear budgeted for Academy graduates.

The radios currently in use by the Department have reached the end of their service life and will no longer be supported by the manufacturer. This purchase will allow the Department to replace outdated radios with handhelds that have increased functionality and better reception and

Handheld Radio Purchase

May 8, 2018

Page 2

transmission capabilities, improving the safety of firefighters and the community.

The Department has selected Motorola as the preferred vendor for the radios and accessories. A review of City and State contracts was conducted by the Purchasing Division. The City of Oxnard will be utilizing negotiated pricing by Orange County with an incentive of \$10,851.45 in savings if payment is received by May 15, 2018.

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

Of the \$425,999 equipment purchases, \$382,500 will be funded from the Line of Credit proceeds. Based on a 5-year Lease Term, the annual debt payment for the purchase of \$382,500 will be included in Measure O Proposed FY18-19 Budget in the amount of \$80,987. There is sufficient funding from General Fund Fire Academy (101-2209) to cover the remaining purchase of \$42,999 for Academy graduates in current fiscal year.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: May 8, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Keith Brooks
IT Director

SUBJECT: Google Enterprise Licenses for Email and Collaboration Tools - Dito LLC.

CONTACT: Keith Brooks, IT Director
Keith.Brooks@Oxnard.org, 385-7597

RECOMMENDATION:

That City Council adopt the First Amendment to Agreement to Consulting Services with Dito, LLC for the renewal of the City's Google Enterprise licenses for an additional three years.

BACKGROUND

The City uses Google's enterprise solutions for a secure email platform and the full suite of document, spreadsheet and presentation software, Google Drive for document sharing and collaboration, and Google Vault for encrypted document retention and easy compliance with electronic discovery for fulfilling Public Records Act requests. The licenses were acquired through Dito, LLC which is the authorized reseller assigned by Google to the City. The initial term was from October 2016 through August 2018.

STRATEGIC PRIORITIES

This agenda item is a routine operational item supports the Organizational Effectiveness strategy. The purpose of the Organizational Effectiveness strategy is to strengthen and stabilize the organizational foundation of the City in the areas of Finance, Information Technology, and Human Resources, and to improve workforce quality while increasing transparency to the public. This item supports the following goals and objectives:

Google Enterprise Licenses for Email and Collaboration Tools - Dito LLC
May 8, 2018
Page 2

Goal 1. To help foster a healthy and accountable corporate foundation by strengthening the support functions of the organization, which include Finance, Information Technology and Human Resources.

Goal 3. Focus on creating a culture of learning and talent development that will lead to a quality workforce which meets the needs of our community.

Objective 3b. Develop a talent development initiative that engages, trains, transforms, and works collaboratively with mid-managers to change the organizational culture into one that focuses on becoming a high performing organization.

FINANCIAL IMPACT

The cost of implementing the City's Google Enterprise system since 2016 has been approximately \$107,000 per year for 1,205 users. The renewal cost covered under this First Amendment is \$118,650 per year for the same 1,205 users plus an additional 170 deskless users. This cost is funded through the IT Department's operating budget and will be included in the Proposed FY18-19 Budget.

ATTACHMENTS:

Attachment A: Dito 1st Amendment

FIRST AMENDMENT TO AGREEMENT FOR CONSULTING SERVICES

This First Amendment (“**Amendment**”) to the Agreement for Consulting Services is made and entered into in the County of Ventura, State of California, this 28th day of March, 2018, by and between the City of Oxnard, a municipal corporation (“**City**”), and Dito, LLC, domiciled in the State of Virginia with offices at 11710 Plaza America Drive, Suite 2000, Reston, VA 20190, (“**Dito**”). This Amendment amends the Agreement entered into on September 20, 2016, between City and Dito.

WHEREAS, City desires to amend the Agreement to renew the software licenses listed herein;
and

WHEREAS, City and Dito agree that renewal of the software licenses listed herein is for the 36 month period from September 13, 2018 through September 12, 2021. The software license cost during the three year period is \$355,950 payable annually at \$118,650.

WHEREAS, during December 2017, City purchased additional G Suite Deskless Licenses at a total cost of \$8,700. This cost is prorated through the end of August 2018 and will be paid as part of this Amendment.

WHEREAS, this Amendment provides for a contingency in the amount of \$150,000 to allow the City to acquire additional user licenses and services related to the use of the Google Cloud Platform (GCP) as the City’s growth and future data needs may require.

Now, Therefore, City and Dito agree as follows:

1. The license agreement set forth in Exhibit 1 and associated services are hereby added to the Agreement.
2. City shall pay Dito \$355,950 in three annual payments of \$118,650.
3. City shall pay Dito \$8,700 for invoice 21753 dated January 4, 2018.
4. The total not to exceed value of this Agreement is \$719,800.
5. As so amended, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first written above.

CITY OF OXNARD

Tim Flynn, Mayor Date

DITO, LLC

Michelle Brown

Michelle Brown, CFO
Karl von Schilling

03/27/2018

Date

03/28/2018

Karl von Schilling, COO

Date

ATTEST:

Michelle Ascencion, City Clerk Date

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney Date

APPROVED AS TO CONTENT:

Raja Bamrungpong, Project Manager Date

Keith Brooks, IT Director Date

APPROVED AS TO AMOUNT:

Scott Whitney, Interim City Manager Date

APPROVED AS TO INSURANCE:

Mike More, Risk Manager 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**

DITO, LLC FIRST AMENDMENT

Exhibit 1

Name	Price	QTY	Terms of Service	Subtotal
G Suite Enterprise \$90 PUY, 3 Year Term Start Date: 9/13/2018 End Date: 9/13/2021 Payments made annually over the next 36 months.	\$270.00	1,205	http://www.google.com/apps/intl/en/terms/reseller_premier_terms.html	\$325,350.00
G Suite Business - Deskless \$60 PUY, 3 Year Term Start Date: 9/15/2018 End Date: 9/15/2021 Payments made annually over the next 36 months.	\$180.00	170	http://www.google.com/apps/intl/en/terms/reseller_premier_terms.html	\$30,600.00

Subtotal **\$355,950.00****Total \$355,950.00**

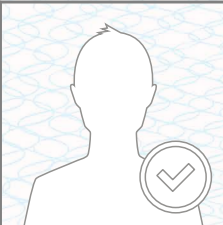
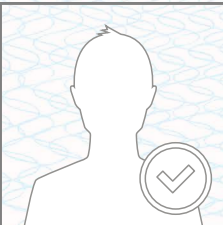
TERMS AND CONDITIONS: BY SIGNING THIS ORDER FORM YOU EXPRESSLY AND UNEQUIVOCALLY AGREE TO BE BOUND BY THE PRODUCT TERMS OF SERVICE AND THE DITO TERMS AND CONDITIONS ("T&C"), BOTH OF WHICH ARE HEREBY INCORPORATED BY REFERENCE IN THEIR ENTIRETY. YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE REVIEWED THE T&C IN DETAIL AND HAVE HAD AMPLE OPPORTUNITY TO CONSULT WITH COUNSEL.

Dito Terms & Conditions: <https://goo.gl/VNJy9Q>

Signature Certificate

Document Ref.: QVNTB-Y5UCB-T3S5B-YFNMV

Document signed by:

	Michelle Brown Verified E-mail: michelle@ditoweb.com IP: 96.18.213.7 Date: 27 Mar 2018 20:45:59 UTC	<i>Michelle Brown</i> 
	Verified E-mail: karl@ditoweb.com IP: 174.215.2.190 Date: 28 Mar 2018 16:58:17 UTC	<i>Karl von Schilling</i> 

Document completed by all parties on:
28 Mar 2018 16:58:17 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.





**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 8

DATE: May 8, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Award Contract for Elevator Renovation at 305 W Third Street PW 17-34.

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

RECOMMENDATION:

That City Council:

1. Award and authorize the Interim City Manager to execute an agreement in the amount of \$162,890 for the Elevator Renovation at 305 W Third Street Project PW 17-34 with Republic Elevator Company when the agreement is finalized;
2. Approve \$16,289 for Project contingency for the Elevator Renovation at 305 W Third Street Project; and
3. Approve \$16,289 for inspections and project management for the Elevator Renovation at 305 W Third Street Project.

BACKGROUND

The Project

On May 23, 2017, City Council approved the plans and specifications for the Elevator Renovation at 305 West Third Street Project PW 17-34 (Project). The Project involves the upgrade and modernization of the hydraulic passenger elevator located in the east wing of the Civic Center facility. This is the original elevator that was installed when the building was constructed in 1969. Over the years parts have been replaced, components have been upgraded and regular maintenance and repairs have been performed. It is now necessary to repair and

Award Contract for Elevator Renovation at 305 W Third Street PW 17-34

May 8, 2018

Page 2

replace the elevator's internal components for safety and regulatory compliance. This Project will be a complete renovation, focusing on a new energy efficient control system, a new hydraulic cylinder and improvements to the interior finishes. This Project will not only bring this elevator up to modern building standards, it will also bring this elevator into compliance with current ADA requirements and State code.

Lowest Responsive Bid

The notice inviting formal bids (NIFB) on the Project was published on February 8, 2018, and all bids were due on March 13, 2018. The City received the bids listed below:

Republic Elevator Company:	\$162,890
Next Level Elevator:	\$220,699

The lowest bidder is Republic Elevator Company, and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Republic Elevator Company 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 is not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the Project. Thus, staff recommends that the City Council award the contract for this Project to Republic Elevator Company.

In addition to the contract amount, funds estimated in the amount of \$32,578 are needed for the Project. \$16,289 is needed for project contingency, and \$16,289 is for the cost for City staff to perform inspections and project management during construction. The total estimated cost of the Project is \$195,468.

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 4b. Catch up on deferred maintenance for City facilities.

FINANCIAL IMPACT

Award Contract for Elevator Renovation at 305 W Third Street PW 17-34

May 8, 2018

Page 3

There is sufficient funding remaining from City Hall 305 Elevator Project MO1001 in the amount of \$250,000, previously authorized by Council from Measure O Funds (104-1004) for work performed by this contract.

ATTACHMENTS:

Attachment A - PW 17-34 Elevator Renovation Bid Tabulation

Attachment B - REPUBLIC ELEVATOR BID PACKAGE PW 17-34

PW 17-34 Elevator Renovation at 305 W. 3rd Street Project				
Owner: City of Oxnard				
Bid Opening: 3/13/18			Republic Elevator Company	Next Level Elevator
			77 S. Fairview Avenue Goleta, CA 93117	9452 Telephone Road, Ventura, Ca 93004
			#1	#2
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Total Cost</i>	<i>Total Cost</i>
1	Mobilization/ Demobilization (3% of Total Bid Price)	LS	\$4,800.00	\$4,055.00
2	Demolition and Disposal	LS	\$32,500.00	\$4,000.00
3	Install New Cylinder and New Associated Parts	LS	\$48,150.00	\$61,454.00
4	Replenish Fluids and Test	LS	\$4,160.00	included
5	Perform Load Test with State and Obtain State Inspection	LS	\$4,120.00	\$1,500.00
6	Insurance, Bonds and Licenses	LS	\$4,500.00	\$5,350.00
7	Remove/Install New Elevator Controls	LS	\$8,120.00	\$60,506.00
8	Provide Updated Fire Emergency Operation System and Phone	LS	\$10,640.00	included
9	New Motor Starter	LS	\$1,180.00	\$1,500.00
10	New Car Operations Station - Meets ADA Requirements	LS	\$4,670.00	\$16,372.00
11	New Blank Plate	LS	\$150.00	included
12	Corridor Call Station	LS	\$795.00	included
13	Car Directional Lantern	LS	\$680.00	included
14	Car Top Station	LS	\$795.00	\$2,000.00

15	Door Package	LS	\$14,370.00	\$24,130.00
16	Remove/Replace New Hydraulic Pump Unit	LS	\$11,610.00	\$18,280.00
17	Door Jamb Braille Plate at Each Floor	LS	\$150.00	included
18	Cleaning and Painting	LS	\$2,800.00	included
19	One year maintenance period	LS	\$1,800.00	\$2,160.00
20	Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders	LS	\$2,000.00	included
Additive Item 1				
1	Provide Battery Lowering Device	LS	\$1,400.00	\$2,235.00
Additive Item 2				
2	Cab Interior Finishes	LS	\$3,500.00	\$17,157.00
Bid List Total -SUBMITTED			\$162,890.00	\$220,699.00
Total Bid Amount -VERIFIED			\$162,890.00	\$220,699.00
			Republic Elevator Company	Next Level Elevator
Listed Subs			KGC Drilling 6461 Global Drive Cypress, CA 90630 Low Voltage Solutions P.O. Box 25310 Ventura, CA 93002	Howell Drilling 2679 E. 67th Street Long Beach, CA 90805

BID PACKET



FOR

ELEVATOR RENOVATION AT 305 W. 3RD STREET PROJECT

PW 17-34

Submitted by:

Contractor's Name: Republic Elevator Company

Address: 77 S. Fairview Avenue

City: Goleta State: CA Zip Code: 93117

Contact Person: Alphonso Jones Phone: 805-683-6302

Email: ajones@republicelevator.com Date: March 9, 2018

BID FOR ELEVATOR RENOVATION AT 305 W. 3RD STREET PROJECT PW 17-34

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and the Elevator Renovation at 305 W. 3rd Street Project ("Project") site and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

1. The submission of this Bid shall be conclusive evidence that the Bidder has examined and investigated the surface, subsurface and other conditions affecting the Work, including also the groundwater conditions, transportation, the disposal, handling and storage of materials, and the availability of labor, water, electric power, roads and the equipment and facilities needed for the Work. No information derived from an inspection of records or investigation will relieve the Bidder from its obligations under the Contract Documents nor entitle the Bidder to any additional compensation. The Bidder shall not make any claim, including for additional compensation, against the City based upon ignorance or misunderstanding of any condition of the Project site or of the Contract Documents' or any Addendum's requirements.
2. Accompanying this Bid is a permissible form of Bid security in an amount equal to at least ten percent (10%) of the total Bid price submitted. The Bid security is given as a guarantee that, if selected, the Bidder will execute the Contract in conformity with the Contract Documents, provide evidence of all required insurance, provide a copy of its City business license and furnish the Performance and Payment Bonds (as well as a photocopy of each Bond) each in the amount of one hundred percent (100%) of the Contract Price within fourteen (14) Calendar Days of the date of delivery of the Contract to the Bidder. If the Bidder refuses or fails to do so, the City may award the Contract to the next lowest responsible Bidder, and this Bid security may be forfeited to the City as permitted by law.
3. In the event the Contract is awarded to the Bidder, the Bidder shall execute the Contract to perform the Project in accordance with the Contract Documents. Should the undersigned be awarded the Contract and thereafter fail or refuse to execute the Contract and provide the required evidence of its City business license, insurance and Bonds (plus photocopies) within fourteen (14) Calendar Days after the Contract award, then the Bid Bond, cash, cashier's check or certified check shall be forfeited to the City to the extent permitted by law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on March 9, 2018 [date], at Goleta [city], CA [state].

Bidder's Name (Company): Republic Elevator Company

Signature: _____

Title: President

Print: Jeffrey N. Dell

Date: March 9, 2018

CITY OF OXNARD

BID SHEETS FOR ELEVATOR RENOVATION AT 305 W. 3RD STREET PROJECT PW 17-34

Bidder's Name: Republic Elevator Company

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	Unit of Measure	Unit Price
1	Mobilization/ Demobilization (3% of Total Bid Price)	LS	\$ 4,800.00
2	Demolition and Disposal	LS	\$ 32,500.00
3	Install New Cylinder and New Associated Parts	LS	\$ 48,150.00
4	Replenish Fluids and Test	LS	\$ 4,160.00
5	Perform Load Test with State and Obtain State Inspection	LS	\$ 4,120.00
6	Insurance, Bonds and Licenses	LS	\$ 4,500.00
7	Remove/Install New Elevator Controls	LS	\$ 8,120.00
8	Provide Updated Fire Emergency Operation System and Phone	LS	\$ 10,640.00
9	New Motor Starter	LS	\$ 1,180.00
10	New Car Operations Station - Meets ADA Requirements	LS	\$ 4,670.00
11	New Blank Plate	LS	\$ 150.00
12	Corridor Call Station	LS	\$ 795.00
13	Car Directional Lantern	LS	\$ 680.00
14	Car Top Station	LS	\$ 795.00
15	Door Package	LS	\$ 14,370.00
16	Remove/Replace New Hydraulic Pump Unit	LS	\$ 11,610.00

17	Door Jamb Braille Plate at Each Floor	LS	\$ 150.00
18	Cleaning and Painting	LS	\$ 2,800.00
19	One year maintenance period	LS	1,800.00
20	Adequate sheeting, shoring, and bracing, or equivalent method, for protection of life and limb, which shall conform to applicable safety orders	LS	2,000.00
TOTAL BASE AMOUNT			\$ 157,990.00

ADDITIVE ITEM 1:

Item No.	Description	Unit of Measure	Unit Price
1	Provide Battery Lowering Device	LS	\$ 1,400.00
TOTAL ADDITIVE ITEM 1			\$ 1,400.00

ADDITIVE ITEM 2:

Item No.	Description	Unit of Measure	Unit Price
2	Cab Interior Finishes	LS	\$ 3,500.00
TOTAL ADDITIVE ITEM 2			\$ 3,500.00

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 = BASE AMOUNT + ALL ADDITIVE ITEMS

TOTAL BID PRICE IN DIGITS: \$ 162,890.00 One Hundred Sixty Two Thousand

TOTAL BID PRICE IN WORDS: Eight Hundred Ninety Dollars / 00 Cents

→ The lowest Bid shall be the lowest Total Bid Price, including the Base Amount Total and both Additive items.

Contractor must complete all Work within ninety (90) Working Days of the City's Notice to Proceed.

Bidder acknowledges receipt of all addenda

Addendum:	Date Received:
#01	<u>2/21/2018</u>
#02	<u>2/27/2018</u>
#03	<u>3/06/2018</u>
#04	<u>3/07/2018</u>

Addendum:	Date Received:
#05	<u>3/12/2018</u>
#06	<u> </u>
#07	<u> </u>
#08	<u> </u>

Bidder's Name (Company): Republic Elevator Company

Signature: 

Title: President

Print: Jeffrey N. Dell

Date: March 9, 2018

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



February 21, 2018

ADDENDUM NO. 1

Elevator Renovation at 305 W. 3rd Street Project
PW 17-34

SCHEDULED BID DUE DATE: 2:00 p.m. on March 6, 2018

TO ALL BIDDERS:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents as follows:

1. BID DUE DATE:

The City will receive such Bids at Oxnard city Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030, attention: City Clerk, until 2:00 p.m. on **March 6, 2018**. There will be a public bid opening immediately afterwards at 305 West Third Street, First floor Oxnard, California 93030 at the City Council Chambers.

Addendum No.1 Received: Date: 2/21/2018

Republic Elevator Company
 Contractor's Name

77 S. Fairview Avenue
 Address

[Signature]
 Authorized Signature

Goleta CA 93117
 City State Zip Code

Jeffrey N. Dell /President
 Name and Title

805-683-6302
 Telephone Number, Including Area Code

Public Works Department

305 West Third Street, East Wing, Third Floor
Oxnard, California 93030
Tel 805.385.8280



February 27, 2018

ADDENDUM NO. 2

**Elevator Renovation at 305 W. 3rd Street Project
PW 17-34**

SCHEDULED BID DUE DATE: 2:00 p.m. on March 6, 2018

TO ALL BIDDERS:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum consists of two (2) pages and forms a part of the Contract Documents. The following items are clarifications and modifications to the Contract Documents:

1. TRADE NAMES OR EQUALS:

OTIS Elevator Company parts and equipment are no longer a requirement on this Project. It is the intent of the City of Oxnard to have a non-proprietary elevator system.

2. CAR ENCLOSURES:

Section 1001-6 of the Special Provisions addresses the specifications for the interior of the elevator. The bid sheets include Additive Item #2 for this Work. This is not an allowance item.

3. FRAMES:

New door frames are no longer a requirement for this Project. Instead, the existing frames are to be clad/wrapped in new satin finished stainless steel.

4. SILLS:

New sills are to be provided inside the car and at each of the three (3) landings.

5. CAR FRAME:

New car frames are no longer a requirement as part of this Project. The existing car frames will remain and are to be used for this Project.

ADDENDUM NO. 2**Elevator Renovation at 305 W. 3rd Street Project****PW 17-34**

February 27, 2018

Page -2-

6. COUNTERWEIGHTS:

Counterweights are not required as part of this Project.

7. ELEVATORS

Corrections to the Elevator Description in the Special Provisions:

Type: Holed, single cylinder telescoping

Rated Load: 2,500 lbs

Rated Speed: 100 fpm

Hoistway Entrances

Width: 36"

Type: Single-speed, center opening.

Addendum No.2 Received: Date: 2/27/2018Republic Elevator Company

Contractor's Name

77 S. Fairview Avenue

Address

Authorized Signature

Goleta

CA

93117

City

State

Zip Code

Jeffrey N. Dell / President

Name and Title

805-683-6302

Telephone Number, Including Area Code

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280

CITY OF

OXNARD

March 6, 2018

ADDENDUM NO. 3

Elevator Renovation at 305 W. 3rd Street Project
PW 17-34

SCHEDULED BID DUE DATE: 2:00 p.m. on March 13, 2018

TO ALL BIDDERS:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents as follows:

1. BID DUE DATE:

The City will receive such Bids at Oxnard city Hall, 300 West Third Street, Fourth Floor, Oxnard, California 93030, attention: City Clerk, until 2:00 p.m. on **March 13, 2018**. There will be a public bid opening immediately afterwards at 305 West Third Street, First floor Oxnard, California 93030 at the City Council Chambers.

Addendum No.3 Received: Date: 3/06/2018

Republic Elevator Company
 Contractor's Name

77 S. Fairview Avenue
 Address

[Signature]
 Authorized Signature

Goleta CA 93117
 City State Zip Code

Jeffrey N. Dell / President
 Name and Title

805-683-6302
 Telephone Number, Including Area Code

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



March 6, 2018

ADDENDUM NO. 4

Elevator Renovation at 305 W. 3rd Street Project

PW 17-34

SCHEDULED BID DUE DATE: 2:00 p.m. on March 13, 2018

TO ALL BIDDERS:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum forms a part of the bid documents as follows:

1. Mandatory Pre-Bid Meeting and Site Visit:

A mandatory pre-bid meeting was held on February 20, 2018 at 9:00 am at the City Council Chambers at City Hall followed by a mandatory site visit.

An additional mandatory pre-bid meeting will be held on March 7, 2018, at 9:00 am at the City Council Chambers at City Hall followed by a mandatory site visit.

Bidders are required to attend one of the mandatory pre-bid meetings. Bidders may attend both meetings but are only required to attend one. Failure to attend a pre-bid meeting will render the Bidder's Bid non-responsive.

Addendum No.4 Received: Date: 3/07/2018

Republic Elevator Company
 Contractor's Name

77 S. Fairview Avenue
 Address

[Signature]
 Authorized Signature

Goleta CA 93117
 City State Zip Code

Jeffrey N. Dell / President
 Name and Title

805-683-6302
 Telephone Number, Including Area Code

Public Works Department

305 West Third Street, East Wing, Third Floor
 Oxnard, California 93030
 Tel 805.385.8280



March 12, 2018

ADDENDUM NO. 5

Elevator Renovation at 305 W. 3rd Street Project
PW 17-34

SCHEDULED BID DUE DATE: 2:00 p.m. on March 13, 2018

TO ALL BIDDERS:

Acknowledge receipt of this addendum by enclosing one signed copy with your bid documents. Failure to do so may subject bidder to disqualification. This addendum consists of one (1) page and forms a part of the Contract Documents. The following is clarification and modification to the Contract Documents:

Elevator Description on Page SP7 of the Special Provisions:

Type: Single Cylinder holed in-ground hydraulic plunger elevator with protective PVC casing.

Addendum No. 5 Received: Date: 3/12/2018

Republic Elevator Company
 Contractor's Name

77 S. Fairview Avenue
 Address

[Signature]
 Authorized Signature

Goleta CA 93117
 City State Zip Code

Jeffrey N. Dell / President
 Name and Title

805-683-6302
 Telephone Number, Including Area Code

QUESTIONNAIRE FORM

Fill out all of the following information. Attach additional sheets if necessary. Do not leave any question blank. If the question does not apply, write "N/A."

- (1) Bidder's Name: Republic Elevator Company
- (2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?
E.N. Dell Company Inc. dba Republic Elevator Company
 * If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.
- (3) Business Address: 77 S. Fairview Avenue
Goleta, CA 93117
- Phone 1: 805-683-1639 Phone 2: 805-683-6302
- Email: info@republicelevator.com
- (4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): S Corp.
 Organized under the laws of the State of: California
- (5) California State Contractor's License Number and Class: 527 434 C11
 Original Date Issued: 3/30/1988 Expiration Date: 3/31/2018
- (6) DIR Contractor Registration Number: 1000010392
- (7) List the person who attended the mandatory pre-Bid meeting or site visit for your firm:
 Name: Beau Henderson Title: Elevator Constructor Mechanic
- (8) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: YES NO
- (9) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid:
Jeffrey N. Dell 805-683-4614
Elliott N. Dell 805-967-9258

- (10) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for any principal having interest in this Bid:

None

- (11) List the dates of any voluntary and involuntary bankruptcy judgments against any principal having an interest in this Bid:

None

- (12) For all arbitrations, lawsuits, settlements and the like (in/out of court) that the Bidder or any principal with an interest in this Bid has been involved with in the past five (5) years:

- a. List the names, addresses and phone numbers of the parties' contact persons:

None

- b. Briefly summarize the parties' claims and defenses:

None

- c. State the tribunal (e.g., Superior Court, American Arbitration Association, etc.), the matter number, and the outcome:

None

- (13) If the Bidder or any principal having an interest in this Bid has ever had a contract terminated by the owner or agency, explain below:

None

- (14) If the Bidder or any principal having an interest in this Bid ever failed to complete a project, explain below:

None

- (15) If the Bidder or any principal having an interest in this Bid has ever been terminated for cause, even if it was converted to a "termination of convenience," explain below:

None

For the final questions, the word "you" and "your" shall refer to the Bidder and all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid.

- (16) For projects that the Bidder or any principal having an interest in this Bid has been involved with in the last five (5) years, did you have any claims or actions:

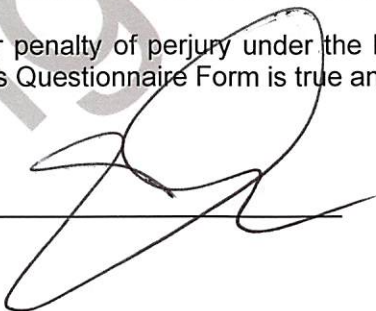
- | | | | |
|--|-------------|-----|-------------------------------------|
| a. By you against the owner? | Circle one: | Yes | ☒ No |
| b. By the owner against you? | Circle one: | Yes | ☒ No |
| c. By any agency or individual for labor compliance? | Circle one: | Yes | ☒ No |
| d. By Subcontractors? | Circle one: | Yes | ☒ No |
| e. Are any such claims/actions unresolved/outstanding? | Circle one: | Yes | ☒ No |

If your answer is "yes" to any part or parts of this question, explain.

Upon request of the City, the Bidder shall furnish evidence showing a notarized financial statement, financial data, construction experience or other additional information.

The Bidder certifies under penalty of perjury under the laws of the State of California that the information provided in this Questionnaire Form is true and correct.

Signature: _____



Title: President Date: March 9, 2018

This Questionnaire Form must be notarized below.

State of California)

County of SANTA BARBARA) ss

City of GOLETA)

On MARCH 13, 2018 before me, JENNY L BALLESTRIN, NOTARY PUBLIC

(insert name and title of the officer) personally appeared JEFFREY N DELL, PRESIDENT

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)

is/are subscribed to the within instrument and acknowledged to me that he/she/they executed

the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the

instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the

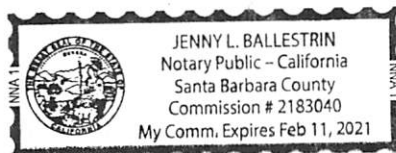
instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that

the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

Jenny L Ballestrin

(Seal)



REFERENCES FORM

For all like work that the Bidder is currently working on or has worked on for public agencies in the past two (2) years, provide the information requested below. If this information does not fit on this page, attach another page listing all information for all other such work. You may, but are not obligated to, attach a separate page to explain why a final contract amount differed from an original contract amount (e.g., change orders, extra work, or other circumstances) or if you or the agency filed any claims against each other and the substance and outcome of those claims.

Project 1 Description: Bookstore Elevator Modernization

Construction Dates From: Oct. 2016 To: March 2017

Agency Name: Santa Barbara City College

Project Manager: Brad Gill Telephone: 805-772-5241

Original Contract Amount: \$ 68,710.00 Final Contract Amount: \$ 68,710.00

Did you file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

Project 2 Description: Learning Resource Center Elevator Modernization

Construction Dates From: March 2016 To: Sep. 2016

Agency Name: Oxnard College Learning Resource Center

Project Manager: Martin Navarro Telephone: 805-289-6340

Original Contract Amount: \$ 74,720.00 Final Contract Amount: \$ 74,720.00

Did you file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

Project 3 Description: Elevator Modernization in Bldg. 19, 26 and 65

Construction Dates From: July 2017 To: Jan. 2018

Agency Name: Cal Poly San Luis Obispo

Project Manager: Jude Fledderman Telephone: 805-441-5322

Original Contract Amount: \$ 350,000.00 Final Contract Amount: \$ 350,000.00

Did you file any claims against the Agency? Circle one: Yes ☐ No ☒

Did the Agency file any claims against you? Circle one: Yes ☐ No ☒

I hereby give my permission to the City of Oxnard and its officers, employees and agents to contact references of the Bidder and its officers, managers, members, general partners, limited partners and other owners (collectively, the "Owners") and to request information from other agencies in which the Bidder and/or its Owners have worked. This permission includes the City reviewing any criminal records of the Owners and obtaining public records regarding the Owners, such as records of arrests, indictments, convictions, civil judicial actions, tax liens, or outstanding judgments. I have authority to waive, and I do waive, any and all rights and claims the Bidder and its Owners, employees and agents may have against the City, its officers, employees and agents, as well as any agency providing feedback or the mentioned records, and those agencies' officers, employees and agents, regarding any actions taken pursuant to, related to or incidental to, the authorization given in this paragraph.

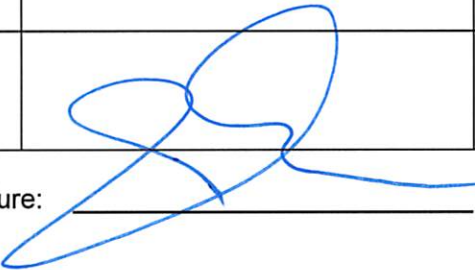
Bidder's Name: Republic Elevator Company

Signature: [Signature] Title: President Date: March 9, 2018

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the Plans and Specifications, in an amount in excess of one-half percent (0.5%) of the Contractor's total Bid or, in the case of Bids or offers for the construction of Streets, highways, or bridges, in excess of one-half percent (0.5%) of the Contractor's total Bid or \$10,000, whichever is greater. If all Subcontractors do not fit on this page, photocopy this page and attach that additional page or those pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Percentage of Total Bid (e.g., 10%)*
KGC Drilling	780044	1000 000174	6461 Global Drive Cypress, CA 90630 626-665-0558	Drilling	10%
Low Voltage Solut.	837076	1000025817	P.O. Box 25310 Ventura, CA 93002 805-218-1756	FLS	7%

Bidder's Name: Republic Elevator Company Signature:  Title: President Date: 3/09/2018

* The percentage of the total Bid shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

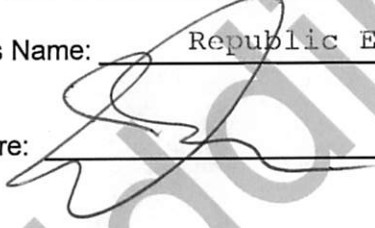
INDUSTRIAL SAFETY RECORD FORM

This Industrial Safety Record Form must include all construction work undertaken in California by the undersigned and any partnership, joint venture corporation or s-corporation that any principal of the undersigned participated in as a principal or owner for the listed years. Separate information must be submitted for each such partnership, joint venture, or corporate or individual. The undersigned may attach any additional information or explanation of data that it would like to be taken into consideration in evaluating the Industrial Safety Record Form. An explanation of the circumstances surrounding any and all fatalities must be attached.

	2017 (so far)	2016	2015	2014	2013	2012	Total
Number of contracts	46	39	35	36	29	30	215
Total dollar amount of contracts (in thousands)	3,022,234	3,309,999	2,203,243	2,134,555	1,745,022	2,314,432	14,729,485
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	0	0	1	0	1
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

The above information was compiled from the records that are available to me at this time, and I declare under penalty of perjury that the information is true and accurate within the limitations of those records.

Bidder's Name: Republic Elevator Company

Signature:  Title: President Date: 3/09/2018

Bond No. _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has issued an invitation for Bids for the Work described as the Elevator Renovation at 305 W. 3rd Street Project PW 17-34.

WHEREAS _____
(Name and address of Bidder)

("Principal"), desires to submit a Bid to Agency for the Work.

WHEREAS, Bidders are required to furnish a form of Bidder's security with their Bids.

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 (\$ _____), being not less than ten percent (10%) of the total Bid 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, executors, administrators, successors, and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal is awarded the Contract for the Work by the Agency and, within the time and in the manner required by the Contract Documents, enters into the written form of Contract, furnishes the required Payment and Performance Bonds (and a photocopy of each Bond), furnishes a copy of the Bidder's City business license and furnishes the required insurance coverage, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this instrument, Surety further shall pay all court costs incurred by the Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives Civil Code Section 2845.

CASHIERS
CHECK

B 16

CASHIERS
CHECK

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. 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.

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: _____ Its: _____	_____ By: _____ Its: _____
_____ By: _____ Its: _____	_____ By: _____ Its: _____
(Seal)	(Seal)

**NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declare(s):

I/we am/are the Jeffrey N. Dell of Republic Elevator Company,
the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, LLC, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted its, his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, LLC, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any individual, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person(s) executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 3/09/2018 [date], at Goleta [city], CA [state].

Bidder's Name: Republic Elevator Company

Signature: 

Title: President Date: 3/09/2018

This Noncollusion Declaration must be notarized on the following page.

(Continuation of Noncollusion Declaration)

State of California)
 County of SANTA BARBARA) ss
 City of GOLETA)

On MARCH 13, 2018 before me,

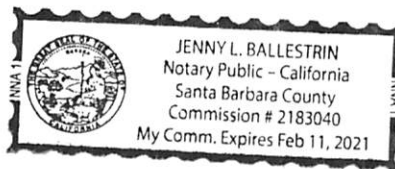
JENNY L BALLESTRIN, NOTARY PUBLIC (insert name and title of the officer)

personally appeared JEFFREY N DELL, PRESIDENT, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

(Seal)

Jenny L Ballistrin



SMALL LOCAL BUSINESS PURCHASING PREFERENCE REQUEST

The City offers a bidding preference for small local businesses. A small local business is defined as a business entity that meets all of the following criteria:

1. Has for at least 36 months immediately preceding submittal of its Bid held a current City business license;
2. Has maintained within the City of Oxnard's boundaries its principal business office, which is defined as the place where the principal officers or owners generally transact business, to which reports are made and from which orders and payments are made, and the place which the business represents to government authorities as its principal office or principal place of business;
3. Has average annual gross receipts of \$20 million or less over the 36 months immediately preceding submittal of its bid; and
4. Employs fewer than 100 employees.

Additionally, a small local business must certify one of the following:

5. At least 50 percent of its employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
6. For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder submits with its Bid a certification confirming it has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Contractor's Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Please note that under City Code Section 4-2, you may be subject to audit and may be required to provide proof of compliance with the requirements of the Section. You will be subject to penalties for falsely claiming to be a Small Local Business under the Section. More information is available at City Code Section 4-2.

If you wish to certify as a small local business, please submit the certification on the next page with the rest of your Bid.

N/A

**SMALL LOCAL BUSINESS PURCHASING PREFERENCE:
BIDDER'S CERTIFICATION**

Please refer to Oxnard City Code Section 4-2 to verify that your company is eligible for this Small Local Business Purchasing Preference Program.

The undersigned hereby certifies under penalty of perjury that:

- ☐ At least 50 percent of the Bidder's employees are Oxnard residents and have been Oxnard residents for at least 90 days prior to submission of the bid; or
- ☐ For a Bidder who intends to hire employees and/or obtain Subcontractors for the Project, the Bidder has verified its own proposed employee base for performance of the Contract and confirmed with all Subcontractors providing bids used to formulate the Bid that at least 50 percent of the labor hours devoted to performance of the Contract will be provided by residents of the City of Oxnard.

Any person(s) executing this certification on behalf of the Bidder hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

By: _____

Title: _____

Bidder: _____

Date: _____

By: _____

Title: _____

Bidder: _____

Date: _____

*If the Bidder is not requesting a Small Local Business Purchasing Preference, this form is not required to be completed and submitted with Bid.

Please note: The Small Local Business Purchasing Preference is not applicable for projects funded by grants or programs outside the City's General Fund, such as federal or State grants.

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report
AGENDA ITEM NO.: 1

DATE: May 8, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

A handwritten signature in blue ink, appearing to read "S. Whitney".

FROM: Jim Throop
Chief Financial Officer

SUBJECT: Single Audit Results for FY2016-17 - Presentation from External Auditor.
(20/15/10)

CONTACT: Jim Throop, Chief Financial Officer
Jim.Throop@oxnard.org, (805) 385-7475

RECOMMENDATION:

For the City Council to receive and file a report and presentation on the Single Audit for Fiscal Year 2016-17, ending June 30, 2017 from the City's External Auditor.

BACKGROUND

Eadie & Payne LLP have audited the City of Oxnard's compliance with the types of compliance requirements described in the OMB Circular A-133 Compliance Supplement. It is the auditor's responsibility to express an opinion on compliance for each of the City's major federal programs based on their audit of the types of compliance as referenced above. Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal programs. Eadie & Payne conducted their audit of compliance in accordance with auditing standards generally accepted in the United State of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and OMB circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. Those standards and OMB Circular A-133 required that Eadie & Payne plan and perform their audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements could have a direct and material effect on a major federal program. It is Eadie & Payne's opinion that the City complied, in all material respects, with the

types of compliance requirements referred to above.

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing their audit, Eadie & Payne considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, Eadie & Payne did not express an opinion on the effectiveness of the City's internal control over compliance. Eadie & Payne consideration of internal control over compliance was for the limited purpose described above.

In planning and performing their audit of the financial statements, Eadie & Payne considered the City's internal control over financial reporting to determine their audit procedures that were appropriate in the circumstances for the purpose of expressing their opinions on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, Eadie & Payne did not express an opinion on the effectiveness of the City's internal control. Their consideration was for limited purposes and was not designed to identify all deficiencies in internal control. However, Eadie & Payne identified certain deficiencies in internal control that they consider to be material weaknesses and significant deficiencies.

The single-audit had 17 new findings for FY2016-17. The detail of these findings is located in the actual single-audit document, but the following is a summary of the recent findings.

Item 1 – Performance Reporting – CDBG reporting – The City was unable to provide auditors with specific, required reports. This is a repeat of the finding from FY2015-16. The Housing department, who oversees the reporting, is working with the Finance department to create and implement policies and procedures for staff to follow.

Item 2 – Reimbursement Requests – CDBG Grants – City was requesting expenditure reimbursements prior to remitting payments to sub-recipients. The Housing department, who oversees the requests for reimbursement, will create procedures for staff to follow such that the proper process is documented.

Item 3 – Compensation for Personal Services – CDBG Grants – The City's payroll records did not accurately reflect the actual hours worked by employees whose salaries and wages are charged to CDBG grants. The City, at year-end, adjusted the expenditures to reflect the actual hours. Finance staff is working to create policies and procedures for all departments to follow for grant time-tracking, but this will need to include the hiring of a grant coordinator who will oversee and train the departments in compliance reporting.

Item 4 – Approval of Capital Improvement Projects (CIP) Expenditures – Federal

guidelines require that entities implement a process so that transactions are executed in compliance with the requirements for Federal awards. This is a repeat from FY2015-16. Finance staff is currently developing policies and procedures for all grants. These procedures will then be provided, through training, to all departments who have grants from any entity, not just Federal grants.

Item 5 – Indirect Cost – The City did not have a cost allocation plan or an indirect cost proposal prepared in accordance with the Uniform Guidance. This is a repeat from FY2015-16. The City agreed with the recommendation, but also, other limitations must be considered for each Federal grant. Generally, indirect costs may be subject to grant limits within allowable costs and not be allowable as delivery costs. Uniform Guidance requires that reconciliation of SEFA and General Ledger must be accomplished by concurring with the department administering the grants and the Finance department. The City has engaged a cost allocation consultant to create the Federally approved allocation plan.

Item 6 – Source Documentation – The City is not drawing down funds according to expenditures supporting the backup material, but rather internal reconciliation tool. Therefore, there were discrepancies between expenditures and their corresponding drawdowns. Drawdown procedures that reconcile each drawdown with supporting expenditures will be implemented going forward.

Item 7 – Schedule of Expenditures of Federal Awards (SEFA) – The SEFA presented for audit did not include grants from Fund 320 for the Equitable Sharing Program, which caused an understatement, as well as a grant from Department of Homeland Security, Department of Justice, and CDBG. Finance staff is currently developing policies and procedures for all grants. This will necessitate the hiring of a grants coordinator for the City, to help coordinate grants in all departments.

Item 8 – Corrective Action Plan (CAP) – The City did not prepare a Corrective Action Plan for the FY2015-16 audit. Being that this is a relatively new requirement, the City is currently working with consultants that are assisting with the preparation of a CAP to address each audit finding included in the current year as well as prior year's audit reports.

Item 9 – Accounting for Grants – During the audit errors were found in seven special revenue accounts where receivables and revenue/unavailable revenue were misstated. Adjustments were proposed/made, of which, the net effect was to decrease revenue in the special fund accounts by approximately \$950,000. Due to staff turnover, workload issues, and need for ongoing training, issues have delayed the progress on development of policies and implementation of procedures for grants. The CAP for the internal control framework is underway.

Item 10 – Accounting for Notes Receivable – It was noted that a prior-period adjustment was made to record loans disbursed in prior fiscal years, but the allowance for doubtful accounts was not evaluated and adjusted prior to the audit. Finance staff will train other departments to identify long-term agreements that have a financial impact and establish procedures for obtaining

those agreements for review by the Finance department.

Item 11 – Properties Held For Sale – The Finance department lacked internal controls procedures over properties held by former Redevelopment Agency (RDA). The City did not have a complete listing of properties that were being held for sale by the former RDA. Capital assets inventory and valuation was completed in FY2016-17 and properties were valued and reconciled to the general ledger. The properties held for sale were also inventoried and valued at the same time.

Item 12 – Journal Entries (JE) – Not all JEs agreed with the supporting documentation, which resulted in a misstatement of funds in one instance. Due to the inadequacy of the HTE finance system, it is not easily configured for JEs and requires extensive manual processes. JEs require entry using an Excel spreadsheet (template), review, approval, and then an additional entry or upload into the finance system. Normally, the Accounting Manager will review and the Controller will approve the entry, including all supporting documentation. This area has been improved, but may need further work.

Item 13 – Clearing Funds – Fund 542 is used to record payroll and other payroll related expenditures, including pensions, vacation/sick pay and other health-related benefits at each pay period. Clearing funds should maintain a zero-balance; however there are 20 accounts that contain various balances. The CFO has engaged consultants to implement fundamental elements of the Internal Control Integrated Framework (ICIF) and to create policies for major transaction systems and for business processes to establish control standards.

Item 14 – Accrued Receivables – During the audit it was noted several times that receivables were not recorded at the end of the fiscal year. To correct the issue, the CFO has engaged consultants to implement policies and procedures that will include instruction for proper accounting, analysis, and reconciliation of general ledger accounts.

Item 15 – Accrued Expenses – The Finance department's cut-off procedures to ensure expenditures are recorded in the appropriate period were not adequate to detect significant errors. To correct the issue, the CFO has engaged consultants to implement policies and procedures that will include instruction for proper accounting, analysis, and reconciliation of general ledger accounts.

Item 16 – Information Technology General Controls – The audit included, for the first time, a review of Information Technology general controls. It was during the audit that 11 different conditions were documented for improvement. The Information Technology department responded with corrective action plans, which are in the actual single-audit, but are too large to place into this staff report.

Item 17 – Developer Deposits – Developer deposits were recorded as revenue and refunds of the deposits as expenses. The Finance department does not track which developer made the deposits, who is owed a refund, and if the refund was already made to the developer. The

Finance department will create processes and procedures, as well as work closely with the departments that initiate the developer deposits to ensure proper accounting and tracking of all deposits.

Item 18 – Employment Tax Recordkeeping – It was noted that several W-4s and I-9s were missing from the files. Upon further request, the Human Resources (HR) department was able to produce all but one of the W-4s. The HR and Finance departments will meet to review the current procedures and recordkeeping of employment forms. The City will follow the recommendations of the auditors that for segregation of duties, HR should maintain the employee file that includes all tax payroll forms of the employee.

Item 19 – Interest Allocation – The Finance department does not have a policy in place to allocate interest income to the various funds during the year. Funds with a negative position (liability) were allocated negative interest income (interest expense). The Finance department will be reviewing the interest allocation and will work on adhering to the recommendation of the auditors.

FINANCIAL IMPACT

There is no financial impact with this discussion of this item.

Due to the size of the single-audit document, the document is located on the City's website under the Finance department.

ATTACHMENTS:

Attachment A: CC 5-8-18



City Council Meeting May 8, 2018



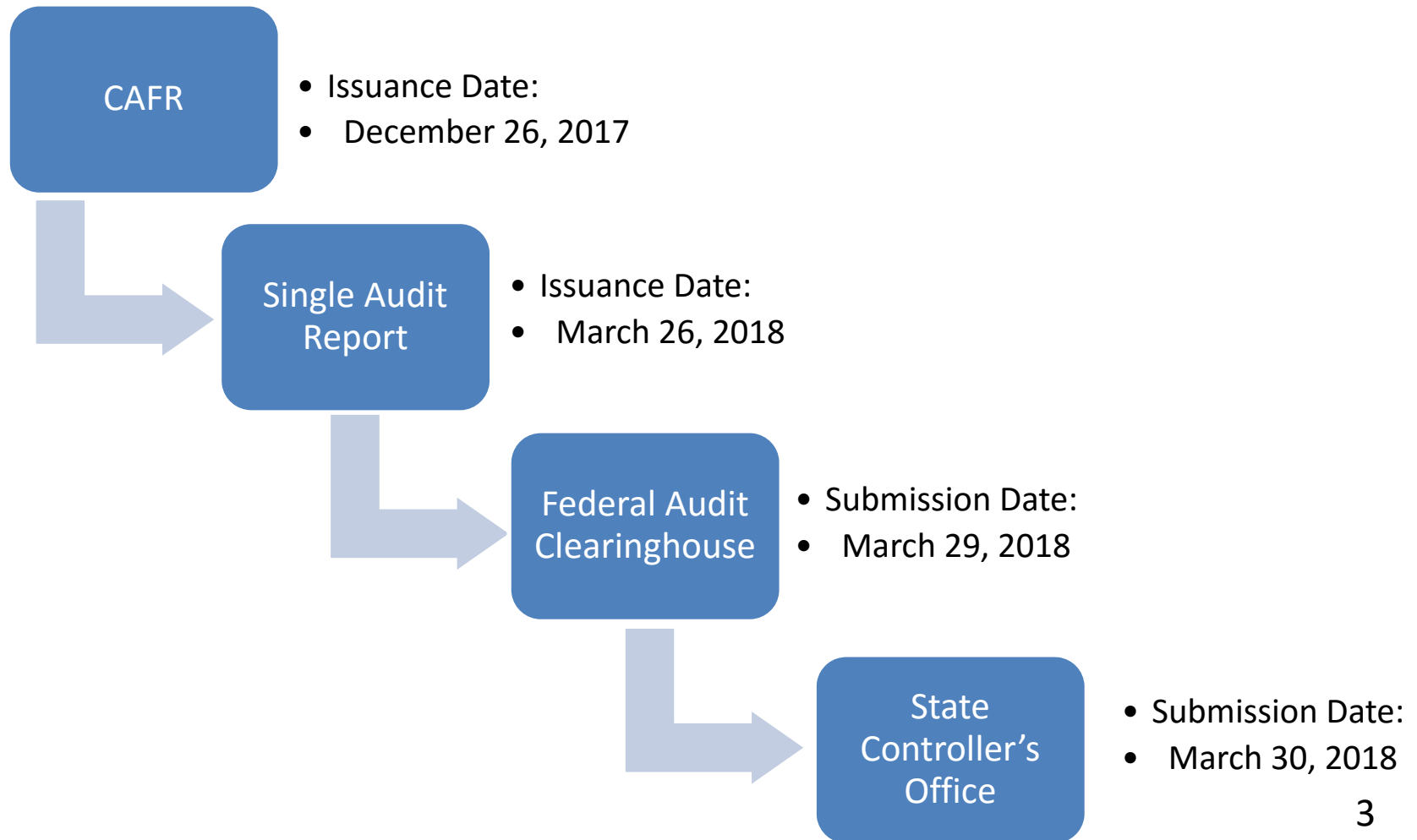
Single Audit Report Fiscal Year Ended June 30, 2017



Agenda

	Page
I. Introduction	3
II. Single Audit Report Findings	4
III. Current Year Findings - Financial Statements	5
IV. Current Year Findings - Major Federal Programs	6
V. Schedule of Expenditures of Federal Awards (SEFA)	7
VI. Prior Audit Findings - Implemented	8
VII. Prior Audit Findings - In Process & Not Started	9
VIII. Top 10 Material Weaknesses – Not Started	10
IX. FY 2018 Audit Plan	11
X. Next steps	12

Introduction



3

Single Audit Report Findings

- Findings Categories
 - Material weakness (MW)
 - Significant deficiency (SD)
 - Non-compliance (NC)
 - Best practice opportunity (BP)
- Current Year Findings
- Prior Year Findings

Current Year Findings – Financial Statements

FINDING #	MW	SD	BP	Repeat of PY
2017-009 Accounting for Grants	✓			Yes
2017-010 Accounting for Notes Receivables	✓			Yes
2017-011 Properties Held for Sale	✓			
2017-012 Journal Entries		✓		Yes
2017-013 Clearing Funds		✓		Yes
2017-014 Accrued Receivables		✓		
2017-015 Accrued Expenses		✓		
2017-016 Information Technology General Controls		✓		
2017-017 Accounting for Developer Deposits			✓	
2017-018 Employment Tax Recordkeeping			✓	
2017-019 Interest Allocation			✓	
TOTAL 11 FINDINGS				

Current Year Findings – Major Federal Programs



2017-001 to 2017-008	MW	SD	NC	BP	TOTAL
Major Federal Programs					
Department of Housing and Urban Development	-	6	-	-	6
Other	1	-	1	-	2
TOTAL	1	6	1	-	8

6

Schedule of Expenditures of Federal Awards (SEFA)



- Total Expenditures - \$7.9M
- Major Programs - 2
- Total Programs - 18

Multiple material corrections were made to the Schedule of Expenditures of Federal Awards that was provided to us for audit. This resulted in finding #2017-007 which we considered to be a material weakness.

7

Prior Year Findings - Implemented

	Implemented
Major Federal Awards	2
Financial Statements	
Material Weaknesses	16
Significant Deficiencies	11
Best Practices	1
TOTAL	30

Prior Year Findings - In Process and Not Started

	In Process	Not Started	TOTAL
Major Federal Awards	2	4	6
Financial Statements			
Material Weaknesses	25	22	47
Significant Deficiencies	6	17	23
Non-Compliance	3		3
Best Practices	1	6	7
TOTAL	37	49	86

Top 10 Material Weaknesses -Not Started

1. 2015-017 – Lack of effective general ledger system
2. 2015-028 – Daily cash receipts posting to the general ledger not reconciled
3. 2015-047 – Journal entries to cash
4. 2015-055 – Accounting for grants; repeat of finding in 2017
5. 2015-052 – No review of aging and collections for utilities in Finance Department
6. 2015-073 – Inadequate policies and procedures for capital assets and construction in progress
7. 2015-080 – Lack of tracking of asset acquisitions
8. 2015-085 – No process in place for reporting disposals of capital assets
9. 2015-087 – No formal process to review master vendor file
10. 2015-037 – Use of “miscellaneous vendor - #9999”

FY 2018 Audit Plan

	Activity
May	Planning Meeting
	Interim Fieldwork
	Activity
September	SCO Streets Report Preparation
	GANN AUP Preparation
	Activity
October	SCO Streets Report Submission
	Final Field Work
	Activity
November	Final Field Work
	CAFR Preparation
	Activity
December	Single Audit Fieldwork & Report Preparation
	Draft Audit Report to Finance Department
	City & COFA SCO Report Preparation
	Final Audit Report Issuance
	Activity
January	City & COFA SCO Report Submission
	FPTF and City Council Presentations
	Single Audit Report Submission
	Activity
February	FPTF and City Council Presentations - Single Audit

FY 2018 audit plan is based on: Full implementation of corrective action plan for 47 material weaknesses identified in prior years

- Total Findings – 135
- Implemented – 30
- Remaining – 105

22% COMPLETED

11

NEXT STEPS

- Management to agree to FY 2018 audit work plan
- Utilities Special Reporting
- Fleet Special Reporting



12

thank you

We look forward to starting
the 2018 audit this month!



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report
AGENDA ITEM NO.: 2

DATE: May 8, 2018

TO: City Council

THROUGH: Scott Whitney
Interim City Manager

FROM: Rosemarie Gaglione
Public Works Director

Rosemarie Gaglione

SUBJECT: Ordinance Amending the Speed Limits on City Streets. (5/5/5)

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

RECOMMENDATION:

That City Council approve the introduction and first reading by title only and waive further reading of an Ordinance amending the speed limits on City streets.

BACKGROUND

As required by California Vehicle Code Sections 627 to 40802, the City must survey streets every 5 years to establish enforceable speed limits on each designated street segment. The City, assisted by the Oxnard Police Department, performed radar to/or LIDAR speed surveys on 30 street segments in December 2017, and January and February 2018.

Those segments and the recommended speed limits for each segment, which are reflected in the revised ordinance, are:

	Street	Segment	Existing Speed Limit	Proposed Speed Limit
1.	5 th Street	From Oxnard Boulevard to Richmond Avenue	30	35
2.		From Richmond Avenue to Rose Avenue	35	35
3.		From Rose Avenue to Rice Avenue	50	55
4.		From Rice Avenue to Del Norte Boulevard	55	55

Ordinance Amending the Speed Limits on Certain City Streets (5/5/5)

May 8, 2018

Page 2

5.	9 th Street	From Ventura Road to Hobson Road	Not Posted	40
6.	Eastman Avenue	From Rose Avenue to Lombard Street	Not Posted	40
7.		From Lombard Street to Rice Avenue	Not Posted	40
8.	Lombard Street	From Camino Del Sol to Eastman Avenue	Not Posted	40
9.	Oxnard Boulevard	From Pleasant Valley Road to Channel Islands Boulevard	65	60
10.		From Channel Islands Boulevard to Rose Avenue	40	55
11.		From Rose Avenue to the railroad tracks	40	45
12.		From the railroad tracks to Wooley road	40	40
13.		From Wooley Road to Seventh Street	30	30
14.		From Seventh Street to Second Street	30	30
15.		From Second Street to Robert Avenue	35	35
16.		From Robert Avenue to Gonzales Road	45	45
17.		From Gonzales Road to Vineyard Avenue	45	45
18.		From Vineyard Avenue to Wagon Wheel Road	50	50
19.		From Wagon Wheel Road to Town Center Drive	50	50
20.		From Town Center Drive to Forest Park Boulevard	Not Posted	35
21.	Rice Avenue	From Gonzales Road to U.S. 101 SB Ramps	50	50
22.		From U.S. 101 SB Ramps to northerly City limits	35	40
23.	Statham Boulevard	From Channel Islands Boulevard to Oxnard Boulevard	35	40
24.	Victoria Avenue	From Fifth Street to Teal Club Road	55	55
25.		From Teal Club Road to Doris Avenue	55	55
26.		From Doris Avenue to Gonzales Road	55	55
27.		From Gonzales Road to Santa Clara River Bridge	55	55
28.	Vineyard Avenue	From City Limits to Forest Park Boulevard	55	55
29.		From Forest Park Boulevard to U.S. 101	35	40
30.		From U.S. 101 to Oxnard Boulevard	30	35

For the purposes of the Ordinance, the segments have been consolidated where the speed limits are homogenous (e.g., 5th Street from Rose Avenue to Rice Avenue and 5th Street from Rice Avenue to Del Norte Boulevard becomes 5th Street from Rose Avenue to Del Norte Boulevard).

STRATEGIC PRIORITIES

This 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 to 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.

FINANCIAL IMPACT

There is no financial impact with this report.

Ordinance Amending the Speed Limits on Certain City Streets (5/5/5)
May 8, 2018
Page 3

ATTACHMENTS:

Attachment A - Ordinance

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
OXNARD AMENDING SPEED LIMITS

WHEREAS, speed limits on streets that do not have statutory speed limits are required to be surveyed every 5 years by California Vehicle Code Sections 627 and 40802, with the ability to extend to 7 years and 10 years provided conditions have not changed significantly; and

WHEREAS, residential streets, commercial (downtown) districts, alleys and freeways have statutory speed limits; and

WHEREAS, the 85th-percentile speed, which is the speed at which 85% of vehicles during a survey travel, is what the City uses to establish speed limits on streets that do not have *prima facie* speed limits set by the Vehicle Code; and

WHEREAS, Oxnard Police Department motor officers conducted speed surveys in December 2017 and in January and February 2018 to determine the 85th-percentile speed; and

WHEREAS, based on those speed surveys, City staff reduced the data and prepared recommendations for changes to existing speed limits; and

WHEREAS, the Oxnard City Council now wishes to amend the speed limits in the City of Oxnard listed in Oxnard City Code Section 8-2.

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

Part 1: The chart in City Code Section 8-2 is hereby amended to read as follows (with proposed language to remove crossed off and the proposed replacement or new language in bold and underline):

<i>Street</i>	<i>Location</i>	<i>Speed Limit</i>
Auto Center Drive	From Rose Avenue to Santa Clara Avenue	40
Bard Road	From J Street to Saviers Road	30
	From Saviers Road to Pleasant Valley Road	35
C Street	From Channel Islands Boulevard to Citrus Grove Lane	30
Camino Del Sol	From Oxnard Boulevard to Del Norte Boulevard	45

Channel Islands Boulevard	From Harbor Boulevard to Victoria Avenue	45
	From Ventura Road to Paula Street	35
	From Paula Street to easterly city limits	40
Citrus Grove Lane	From C Street to Oxnard Boulevard	30
Del Norte Boulevard	From Fifth Street to Route 101	50
Doris Avenue	From Patterson Road to Ventura Road	45
Eastman Avenue	From Rose Avenue to Rice Avenue	40
Emerson Avenue	From Pacific Avenue to easterly city limits	40
Etting Road	From Pleasant Valley Road to easterly city limits	40
Fifth Street	From Victoria Avenue to ¼ mile west of Ventura Road	45
	From Victoria Avenue <u>Del Norte Blvd.</u> to 1/4-mile west of Ventura Road <u>Rose Avenue</u>	45 <u>55</u>
	From 1/4-mile west of Ventura Road <u>Rose Avenue</u> to C Street <u>Oxnard Blvd.</u>	35
Gary Drive	From Albany Drive to Rose Avenue	30
Gonzales Road	From westerly city limits to Rice Avenue	45
Graves Avenue	From Celsius Avenue and Wankel Way	40
H Street	From Gonzales Road to Vineyard Avenue	40
	From Fifth Street to Gonzales Road	30
	From Gonzales Road to Violet Way	40
Harbor Boulevard	From Bluefin Circle to Channel Islands Boulevard	40
	From Channel Islands Boulevard to Fifth Street	50
Harbor Boulevard Frontage Road	From Beach Way to Channel Way	15
Hemlock Street	From Victoria Avenue to Patterson Avenue	40
	From Patterson Avenue to Ventura Road	35
Hobson Way	From Ninth Street to Fifth Street	30
Hueneme Road	From J Street to Edison Drive	45
J Street	From Hueneme Road to Ninth Street	30
Lombard Street	<u>From Camino Del Sol to Eastman Avenue</u>	<u>40</u>
	From Eastman Avenue to Gonzales Road	35

Maulhardt Road	From Dodge Road to Pleasant Valley Road	35
Ninth Street	From Ventura Road to Hobson Way	35
<u>Oxnard Boulevard</u>	<u>From Channel Islands Boulevard to Pleasant Valley Road</u>	<u>60</u>
	<u>From Rose Avenue to Channel Islands Boulevard</u>	<u>55</u>
	<u>From the railroad tracks to Rose Avenue</u>	<u>45</u>
	<u>From Wooley Road to the railroad tracks</u>	<u>40</u>
	<u>From Second Street to Wooley Road</u>	<u>30</u>
	<u>From Robert Avenue to Second Street</u>	<u>35</u>
	<u>From Vineyard Avenue to Robert Avenue</u>	<u>45</u>
	<u>From Town Center Drive to Vineyard Avenue</u>	<u>50</u>
	<u>From Forest Park Boulevard to Town Center Drive</u>	<u>35</u>
Pacific Avenue	From Statham Boulevard to Fifth Street	35
Patterson Road	From Hemlock Street to Fifth Street	45
	From Doris Avenue to Vineyard Avenue	40
Pleasant Valley Road	From J Street to Squires Drive	35
	From Squires Drive to Route 1	45
Rice Avenue	From Fifth Street to Gonzales Road <u>Route 101 southbound ramp</u>	50
	From Gonzales Road <u>Route 101 southbound ramp</u> to Auto Center Drive <u>the northerly City limits</u>	35 <u>40</u>
Rose Avenue	From Sanford Street to Fifth Street	45
	From Fifth Street to Camino Del Sol	40
	From Camino Del Sol to Gonzales Road	45
	From Gonzales Road to Collins Street	40
Saviors Road	From Hueneme Road to Wooley Road	40
Second Street/Teal Club Road	From westerly city limits to H Street	35
Statham Boulevard	From Channel Islands Boulevard to Route 1	35 <u>40</u>
Sturgis Road	From Lombard Street to easterly city limits	40
Third Street	From A Street to Juanita Avenue	35

	From Juanita Avenue to Rose Avenue	40
Ventura Boulevard	From Auto Center Drive to Santa Clara Avenue	35
Ventura Road	From Channel Islands Boulevard to Vineyard Avenue	45
	From Vineyard Avenue to Union Pacific Railroad Crossing	50
	From Union Pacific Railroad Crossing to Town Center Drive	40
Victoria Avenue	From Lakeshore Drive to Fifth Street	50
	From Fifth Street to the Santa Clara River Bridge	55
Vineyard Avenue	From Patterson Road to Oxnard Boulevard	40
	<u>From Oxnard Boulevard to Route 101</u>	<u>35</u>
	<u>From Route 101 to Forest Park Boulevard</u>	<u>40</u>
	<u>From Forest Park Boulevard to northerly city limits</u>	<u>55</u>
Wooley Road	From Harbor Boulevard to Ventura Road	45
	From Ventura Boulevard to Rose Avenue	40

Part 2: If for any reason this ordinance is held invalid or unenforceable, the City Council intends that the ordinance provisions which would have been repealed by this ordinance remain in effect as if this ordinance had not been adopted.

Part 3: If for any reason any part of this ordinance is held invalid or unenforceable, the Council intends that the remaining parts of this ordinance remain in effect.

Part 4: This ordinance shall be codified.

Part 5: 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 days before the City Council's adoption of the ordinance.

Part 6: The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within 15 calendar days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk, in accordance with Government Code section 36933. Ordinance No. _____ was first read on _____, 2018, finally adopted on _____, 2018, and will become effective 30 days after final adoption.

Ordinance No. _____
Page 5

APPROVED and ADOPTED this ____ day of _____, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney