

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
November 28, 2017
Regular Meeting - 6:00 PM
Closed Session - 5:00 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Housing Authority.

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 (5:00 PM)

1. Conference with Legal Counsel – Existing Litigation

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

Name of case: LouAnn Christie v. City of Oxnard; et al.

Ventura County Superior Court, Case No. 56-2016-00483668-CU-PO-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.

2. Conference with Legal Counsel – Potential Litigation

CC On the advice of the City Attorney, pursuant to Government Code section 54956.9(d)(4), based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

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 potential litigation.

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.

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Resolution to Margaret Tobin for Thirty-Four Years of Outstanding Service to the City of Oxnard.
2. SUBJECT: Presentation of a Commendation to Samuel Foster and Officer Hayley Bracken for Their Selfless Act of Heroism.

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.

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 Clerk Department**

1. **SUBJECT:** Minutes of the October 3, 2017, October 10, 2017, and October 17, 2017 Regular Meetings.

RECOMMENDATION: That the City Council approve the Minutes as presented.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

City Manager Department

2. **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. Aqua Tech Services, Inc. (8110-17-PW) for on-call backflow assemblies testing, maintenance, repair and replacement services (\$180,000).

B. Brownstein Hyatt Farber Schreck, LLP. (5373-11-CA) for legal services in connection with the GREAT Program, participation in Regional Water Policy meetings and other development related water issues (\$125,000).

C. Ephonation.com, Inc. dba Ansafone Contact Centers (7870-17-PW) for telephone answering services for the Public Works Department until a new agreement is awarded (\$35,000).

D. All American Asphalt (7949-14-PW) to repair and replace all unsafe sidewalks, spandrels and curb and gutters (\$40,211).

E. Sam Hill & Sons, Inc. (A-7721) to repair damage breaker in the main switchgear building located at the Wastewater Treatment Plant (\$38,159).

F. Sam Hill & Sons, Inc. (A-7721) to repair a street subsidence developed near an abandoned City sewer line on Pleasant Valley Road (\$29,835).

G. Summit Air Conditioning (Purchase Order No. 6587) to purchase five HVAC units for the Wastewater Treatment Plant.

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Cultural and Community Service Department

3. **SUBJECT:** Senior Services Contribution Awards to Agencies

RECOMMENDATION: That City Council:

1. Approve the Senior Services Commission's (SSC) recommended distribution of \$44,600 from the General Fund for Senior Services Contribution Awards to eleven agencies providing

services to seniors. These funds were previously appropriated in the FY2017-18 General Fund Operations budget.

2. Direct the Recreation Supervisor to notify recipients of Senior Services Contribution Awards.
3. Authorize the Recreation Supervisor to execute a letter of agreement for each recipient.
4. Authorize the Chief Financial Officer to make disbursements in accordance with the letter of agreement.

Legislative Body: CC

Contact: Ingrid Hardy

Phone: 385-7993

Housing Department

4. SUBJECT: Award of Contract for Wall Insulation Improvement for 74 Public Housing Units.

RECOMMENDATION: That the City of Oxnard Housing Authority Board of Commissioners approve and authorize the Chairman to execute a firm-fixed price contract in the amount of \$262,100 with A. Bates G.C. Inc. (Agreement number A-8023), using funds previously appropriated from the 2016 Capital Fund grants, for the insulation improvement in the walls of 74 public housing units at Pleasant Valley Village located at Squires Drive and Trevino Terrace in Oxnard. No General Fund monies are being used for this project.

Legislative Body: HA

Contact: Arturo Casillas

Phone: 385-8094

5. SUBJECT: Appropriation for Winter Warming Shelter

RECOMMENDATION: That the City Council:

1. Approve a budget appropriation of \$56,673 from General Funds Reserve for the 2017–2018 Western Ventura County Winter Warming Shelter for the Homeless; and authorize the Housing Director to execute the necessary agreements with the City of San Buenaventura and the Downtown Ventura Organization to fund the operation of the Shelter.
2. Authorize that 90% of these resources be made available in advance to cover start-up and operations costs at the Winter Warming Shelter.
3. Authorize the City Manager or designee to execute any additional agreements and carry out all authorized expenditures related to implementation of the Winter Warming Shelter.

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

Public Works Department

6. SUBJECT: Wastewater Treatment Plant (OWTP) Flow Equalization Basin Pump Replacement (Purchase Order No. 6519)

RECOMMENDATION: That City Council:

1. Approve and authorize the City Manager to execute Purchase Order No. 6519 in the

amount of \$90,309.12 to replace in the Wastewater Treatment Plant (OWTP) an existing Flow Equalization Basin (FEB) pump.

2. Approve a Budget Appropriation in the amount of \$90,309.12 for the purchase of the FEB pump in Wastewater Operations Fund account number 621-6205-891.86-06.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

7. SUBJECT: Elm Street School Sewer Connection Project

RECOMMENDATION: That the City Council:

1. Authorizes the City Manager to execute Agreement A-8021 (at no cost to the City) with the Oxnard School District for the Elm Street School Sewer Connection Project.

2. Approve a Budget Appropriation in the amount of \$124,525 to Project No. 18IN01 Elm Street School Sewer Connection Project. This amount to be from the Wastewater Capital Improvement Fund.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

8. SUBJECT: Green Business Program Budget Appropriation

RECOMMENDATION: That City Council authorizes the recognition and appropriation of grant award in the total amount of \$20,000 to initiate the City of Oxnard Green Business Certification Program. An in-kind match of \$22,873 is already part of the FY2017-18 budget.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

9. SUBJECT: Clean Harbors Household Hazardous Waste Management Services

RECOMMENDATION: That City Council approve the Third Amendment between the City of Oxnard, the City of Port Hueneme and Clean Harbors Environmental Services, Inc. in an amount not-to-exceed \$80,000 for a total contract amount of \$400,000 to provide permitted disposal of non-recyclable and Class II Household Hazardous Waste (HHW) program drop-off services, thereby extending the term from October 4, 2017, to June 30, 2019. Funds will be from the Environmental Resources Enterprise fund.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

L. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Planning and Zoning Permit No. 17-550-03 (Major Modification to a Special Use Permit), for Property Located at 161 West Stroube Street (Vineyard Gardens Apartments). (10/5/5)

RECOMMENDATION: That the City Council:

1. Approve the first reading by title only and waive further reading of an amendment to Ordinance No. 2481 to delete the requirement that the existing 62 affordable housing units be converted to condominium or cooperative ownership; and

2. Adopt a resolution modifying City Council Resolutions No. 11,490 and 11,491 to delete

the requirement that the existing 62 affordable housing units be converted to condominium or cooperative ownership.

Legislative Body: CC

Contact: Ashley Golden

Phone: 385-7882

Housing Department

2. SUBJECT: Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing for Many Mansions (5/15/5)

RECOMMENDATION: That the City Council:

1. Hold a public hearing regarding the issuance of up to \$15,000,000 of multifamily housing revenue bonds by the California Municipal Finance Authority to finance acquisition and construction of Vista Pacifica (also known as Ormond Beach Villas), a 40-unit multi-family rental housing project located at 5527 and 5557 S. Saviers Road, of which no General Fund monies will be used; and

2. Adopt a resolution approving the issuance of bonds.

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

M. REPORTS

City Manager Department

1. SUBJECT: Halaco Property (5/5/5)

RECOMMENDATION: That the City Council:

1. Authorize the City Manager to approve a budget appropriation of \$400,000 to abate the Halaco property site to be funded by the General Fund Undesignated Reserve Fund Balance;

2. Approve the cost of abating the Halaco property in the amount of up to \$200,000;

3. Authorize the City Manager to execute an agreement in an amount not to exceed \$100,000 with the winning bidder of the Request for Bids (RFB) process for the proposed abatement work on the Halaco site in standard city form contingent upon final review and approval of the City Attorney; and

4. Ratify the City Manager's approval of an amendment to the existing agreement with Professional Security Consultants (PSC) in an amount not to exceed \$100,000 to provide security services at the Halaco site. This amendment will increase the contract with PSC to \$315,000.

Legislative Body: CC

Contact: Ruth Osuna

Phone: 805-385-7478

N. ADJOURNMENT

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 COMMENDING MARGARET TOBIN FOR OVER THIRTY-FOUR YEARS
 OF SERVICE TO THE CITY OF OXNARD

WHEREAS, Margaret Tobin has given over thirty-four years of exemplary service as an employee of the City of Oxnard; and

WHEREAS, Margaret Tobin began her career with the City of Oxnard as a temporary Police Cadet on October 31, 1983. On March 20, 1988, she became a permanent City employee as a Police Cadet. She became a Police Clerk I in 1993 and quickly rose up the ranks as a Police Clerk II in 1994 and a Police Clerk III in 1996. On April 4, 2005, she was promoted to her position as Police Records Supervisor where she helped oversee the Police Records Unit for over twelve (12) years. Ms. Tobin remained as the Police Records Supervisor until her departure on November 3, 2017; and

WHEREAS, Margaret Tobin assisted with the digitalization of all records within the Police Department and was instrumental in numerous philanthropic and community-based efforts including the American Cancer Society's Relay for Life, Breast Cancer Awareness Month, and annual Department blood drives.

WHEREAS, Margaret Tobin, a graduate of Santa Clara High School, always maintained a deep connection to the City she grew up in and will continue to live in Oxnard with her husband, Tim. Margaret's legacy at the Oxnard Police Department lives on with her daughter, Shana, who is a Public Safety Dispatcher with the Department. Margaret will be sorely missed at the Police Department as she always placed an emphasis on customer service and was respected by everyone she worked with as someone who had a huge heart.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve to commend, recognize and extend its gratitude to Margaret Tobin for over thirty-four years of outstanding service to the City of Oxnard and extend best wishes to her in her continuing endeavors.

PASSED AND ADOPTED this 28th day of November, 2017 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

 Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

 Michelle Ascencion, City Clerk

 Stephen M. Fischer, City Attorney

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: November 28, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

A handwritten signature in cursive script, appearing to read "Michelle Ascencion".

SUBJECT: Minutes of the October 3, 2017, October 10, 2017, and October 17, 2017 Regular Meetings.

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

RECOMMENDATION:

That the City Council approve the Minutes as presented.

STRATEGIC PRIORITIES:

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

FINANCIAL IMPACT:

There is no financial impact.

ATTACHMENTS:

Attachment A: Minutes 10.03.2017 CC regular meeting

Minutes
November 28, 2017
Page 2

Attachment B: Minutes 10.10.2017 CC regular meeting

Attachment C: Minutes 10.17.2017 CC,SA regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 October 3, 2017

A. ROLL CALL/POSTING OF AGENDA

At 4:36 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None)

C. CLOSED SESSION

The Mayor read the following closed session statement:

“The City Council will recess to a closed session pursuant to Government Code section 54957(b)(1), evaluation of public employee, City Manager.”

At 4:37 p.m., the City Council recessed to a closed session. At 6:03 p.m. the City Council reconvened in open session in the Council Chambers. There was no announcement following closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Greg Nyhoff, City Manager; Ruth Osuna, Assistant City Manager; Keith Brooks, Information Technology Director; Thien Ng, Interim Public Works Director; Jim Throop, Chief Financial Officer; Scott Whitney, Police Chief; Raja Bamrungpong, Information Technology Manager; Sandra Burkhart, Special Districts Administrator; Martha Guillen, Administrative Secretary II; Robert Hearne, City Engineer; and Randy Latimer, Police Commander.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of **Resolution No. 15,056** to Nelson “Randy” Latimer for Thirty-One Years of Outstanding Service to the City of Oxnard.

The Police Chief made some remarks and Mayor Flynn read the Resolution and presented it to Commander Latimer, who also made some remarks.

2. SUBJECT: Presentation by the New West Symphony Regarding the 2017/2018 Season.

Rebecca Madigan, New West Symphony Director of Marketing and Sales, made some announcements about an upcoming New West Symphony event.

3. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2017 as "Multicultural Month."

Community Relations Commissioners Tiffany Lopez and Helaine Stallion, and Multicultural Festival Event Chair Martha Guillen, made some remarks about the upcoming event. Mayor Flynn read the proclamation and presented it to Commissioner Lopez.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Woodrow Thomas Sr. (thanked City Manager and Police Chief for recent meeting), Jim Carr (Seabridge landscaping), Jackie Tedeschi (traffic signals), Jack Villa (Inter-Neighborhood Council activities), Pat Brown (traffic and parking), Roy Prince (Oxnard Renaissance), Sol Garcia (Isla Urbana), Steve Nash (Ormond Beach caretaker Walter Fuller), Brad Kerman (Ribbons of Life), and Abel Magana (downtown announcements).

G. REPORT OF CITY MANAGER

The City Manager reported on attending the recent Downtown Improvement District meeting, commented on recent revitalization efforts, and announced that he will soon be interviewing for Downtown Revitalization Manager. He reported on attending the Chamber of Commerce Military Appreciation Dinner and commented on upcoming Council agenda items.

H. CITY COUNCIL REPORTS

Councilmember Madrigal expressed prayers and well wishes for Officer James Langford and the victims of the recent Las Vegas shooting. He reported on attending the recent Banana Festival at the Port of Hueneme, and reminded the community about the Multicultural Festival.

Mayor Pro Tem Ramirez expressed thoughts and prayers for Officer Langford, mourned the passing of former Fire Chief Manny Perez, encouraged people to get their flu shot, and commented on recent gun violence incidents.

Councilman MacDonald reported on attending the Military Appreciation Dinner, the Mobility 21 Conference, the Families First event, and announced the upcoming Multicultural Festival's peace parade. He commented on homeless people living at the old Halaco Plant site and requested a future study session on the subject.

Councilmember Perello commented on the Las Vegas incident. He reported on attending a recent Oxnard College culinary foods event, the Banana Festival, an Isla Urbana fundraiser, and announced upcoming free flu shot events. He urged people to donate blood, and announced upcoming meetings of the Planning Commission, Utility Task Force, INCO, and the Library Board. He commented on former Congressman Gallegly's efforts to secure special funding for the Port of Hueneme. He requested a special meeting regarding the city's financial status and commented on the City Treasurer's ability to verify payments.

Mayor Flynn reported on upcoming blood drives in support of the Las Vegas victims, commented on finding answers to gun violence, and reported on a recent meeting with the City Treasurer and attending the Military Appreciation Dinner.

I. REVIEW OF INFORMATION/CONSENT AGENDA

The City Manager announced that the date in item K-2 should be changed from September 30, 2017 to October 31, 2017.

Items K-1(C), K-3, and K-4 were pulled for discussion.

Regarding K-1(C): Councilmember Perello stated that he will not approve the contract as he does not support the Rio Urbana project due to its potential traffic impact and parking issues. The City Attorney responded. Discussion ensued among the Council and staff.

Regarding K-3: Councilmember Perello inquired about the proposed new salary range. The Human Resources Director responded. Discussion ensued among the Council and staff.

Regarding K-4: Councilmember Perello inquired about the proposed contract extension. The Information Technology Manager responded. Discussion ensued among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Daniel Chavez Jr., Jackie Tedeschi, and Pat Brown. Discussion ensued among Council and staff.

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. Quinn Power Systems (Purchase Order No. 6497) to purchase a trailer-mounted emergency generator from Quinn Power Systems (\$70,689).

B. Cortech (Purchase Order No. 6501) to purchase a membrane cleaning heater for the AWPf reverse osmosis process (\$51,973).

C. Rincon Consultants (Agreement No. 7690-16-DS) to prepare environmental documents for Rio Urbana project (\$29,228).

Finance Department

2. SUBJECT: Financial Advisor Agreement Amendment.

RECOMMENDATION: That City Council authorize the Mayor to execute a fourth amendment, through October 31, 2017 [revised date], with First Southwest Advisors for financial advisory services relating to financial analysis and professional services

associated with management and issuance of the long-term debt of the City of Oxnard for not to exceed \$215,000 contingent upon final review and approval of the City Attorney and Risk Manager.

Human Resources Department

3. **SUBJECT:** Resolutions of the City Council of the City of Oxnard Amending Resolution No. 15,029 (Salary and Classification Schedule) and Amending Resolution No. 15,028 (Authorization of Full-Time Equivalent Positions).
RECOMMENDATION: That City Council adopt **Resolution Nos. 15,057 and 15,058** amending the Classification and Salary Resolution and amending the Position Control Resolution for the City of Oxnard related to the Media and Community Relations Manager.

Information Technology Department

4. **SUBJECT:** Extension of Agreement with Superion LLC for Enterprise Resource Planning Software.
RECOMMENDATION: That City Council approve and authorize the Mayor to execute Agreement A-8011 with Superion LLC for continuation of the Superion License Agreement, Transaction Manager and Disaster Recovery Services for a two year period. The annual cost for these services is approximately \$180,000.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented, with the stated amendment to item K-2. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor of all items; Perello abstained on item K-1(C). The motion carried 4-0-1 on item K-1(C), and 5-0 on the remaining items.

L. REPORTS

Finance Department

1. **SUBJECT:** Three Year Contract for Monthly Maintenance of the Ball Fields at Riverpark CFD 5.
RECOMMENDATION: That City Council authorize the Mayor to execute Agreement A-8009 with BrightView Landscape Service, Inc. in the amount of \$684,948 for the Riverpark Ball Fields monthly maintenance.

The Special Districts Administrator gave a report. Public comments were received from Daniel Chavez Jr. and Woodrow Thomas Sr. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against, stating he felt residents did not get the opportunity to vote on the change to the service levels and fees. The motion carried 4-1.

2. **SUBJECT:** Independent Financial Advisor Agreement.
RECOMMENDATION: That City Council:
 1. Authorize the Mayor to execute a three-year agreement for not to exceed \$300,000,

with an option for two one-year extensions, with NHA Advisors for financial advisory services relating to financial analysis and professional services associated with management and issuance of the long-term debt of the City of Oxnard and any other financial analysis and assistance as deemed needed; and

2. Approve appropriations in the amount of \$100,000 to supplement appropriations approved in the Fiscal 2017-2018 budget for financial advisory services. Future appropriations will be part of the budgetary process.

The Chief Financial Officer gave a report. Discussion ensued among the Council, staff, and Craig Hill, Principal of NHA Advisors.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Information Technology Department

3. **SUBJECT:** Enterprise Resource Planning Specification & Procurement Project Update.
RECOMMENDATION: That City Council: 1. Receive a status update report on the Enterprise Resource Planning Specification and Procurement project; and 2. Authorize the City to release a Request for Proposal for the replacement of the Enterprise Resource Planning system.

The Information Technology Director, Chief Financial Officer, and Ernie Pages, partner from Sciens Consulting, gave a report. Public comments were received from Steve Nash. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

Public Works Department

4. **SUBJECT:** Amend the City of Oxnard Budget for Fiscal Year 2017-2018 to Add a List of Road Maintenance and Rehabilitation Projects.
RECOMMENDATION: That City Council approve **Resolution No. 15,059** authorizing:
 1. Amending the City of Oxnard's budget for Fiscal Year 2017-2018 by adding a road maintenance and rehabilitation project in the Auto Center Neighborhood; and
 2. Approving a budget appropriation in the amount of \$1,800,000 from Road Maintenance and Rehabilitation Account (RMRA) Gas Tax Fund 181 and Street Maintenance Fund 105.

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

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

5. **SUBJECT:** Report on the Public Works Integrated Master Plan.

RECOMMENDATION: That City Council receive and file the Revised Final Draft Public Works Integrated Master Plan.

The Interim Public Works Director and Tracy Clinton, Senior Water Reuse Engineer of Corollo Engineers, gave a report. Discussion ensued among the Council and staff. The plan was received and filed as presented.

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 9:42 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
October 10, 2017

A. ROLL CALL/POSTING OF AGENDA

At 5:06 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Keith Brooks, Information Technology Director; Ashley Golden, Development Services Director; Phillip Molina, City Treasurer; Thien Ng, Interim Public Works Director; Jim Throop, Chief Financial Officer; Scott Whitney, Police Chief; Kathleen Mallory, Planning Division Manager; Kenneth Rozell, Assistant City Attorney; and Michelle Ascencion, City Clerk.

B. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

C. APPOINTMENT ITEMS

Finance Department

1. SUBJECT: Independent Accountant's Report on Applying Agreed-Upon Procedures.
RECOMMENDATION: That the City Council receive and file the Independent Accountant's Report on Applying Agreed-Upon Procedures, presented to the Fiscal Policy Task Force on September 13, 2017.

The Chief Financial Officer gave a brief report and introduced Don Ecker, Chief Operating Officer of Eadie & Payne, LLP, who gave a report. The City Treasurer gave a report.

Public comments were received from Michael Gleason, Lawrence Stein, George Miller, and Martin Jones. Discussion ensued among the Council, Mr. Ecker, and Eden Casareno, Audit and Accounting Partner of Eadie & Payne. The report was received and filed as presented.

D. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating October 13, 2017 as "Community Safety and Anti-Violence Day."

The Police Chief made some remarks. Mayor Flynn read the proclamation and presented it to the Chief.

2. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2017 as "Arts and Humanities Month."

Mayor Flynn read the proclamation and presented it to Deborah DeVries, Cultural Arts Commissioner, who introduced the other Commissioners present and made some remarks.

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Lawrence Stein (City Treasurer job description, GREAT Program), George Miller (water softening systems, crime/public safety), Woodrow Thomas Sr. (status of his claims/complaints), Julie Kalbacher (proposed car wash in the Sea Air neighborhood), Dan Pinedo (praised the city's preschool program and teacher Eloise Villanueva), Nancy Cozza (Monarch Butterfly Festival), Jackie Tedeschi (signal at Ventura Road and Stone Creek Road), Pat Brown (security fencing around Seventh Street condominium neighborhood), Celeste Gamino (improvements at Southwinds Park), Greg Runyon (community safety and unity), Barbara Macri-Ortiz (recall petitions), and Jessica Kimble (Monarch Butterfly Festival).

F. REPORT OF CITY MANAGER

The City Manager commented on future Council agenda items, announced the upcoming Coastal Commission hearing regarding the proposed Fisherman's Wharf development, reported on the recent peace parade and Multicultural Festival, reported on damage to property and vehicles during recent high winds that downed several trees, commented on collaboration with Oxnard Union High School District Superintendent Dr. Cesar Morales, and lauded the Southwinds Park improvements.

G. CITY COUNCIL REPORTS

Councilmember Madrigal reported on attending the Bartolo Square South Neighborhood Council meeting, and the Multicultural Festival and peace parade. He commented on a recent pedestrian collision on Ventura Road and Gonzales Road, a recent shooting near Nyeland Acres, and the 2012 Limon shooting.

Mayor Pro Tem Ramirez commented on the 2012 Limon shooting, and reported on attending the recent Knights of Columbus Civic Night and Bartolo Square South Neighborhood Council meeting. She commented on water policy, the proposed Puente power plant, and the recent funeral services for Marty Kaplan.

Councilman MacDonald commented on Mr. Kaplan's passing and the Halaco homeless encampment. He reported on attending the peace parade and Multicultural Festival and the Knights of Columbus Civic Night. He announced the upcoming Fiscal Policy Task Force meeting, requested an update from the City Manager on the proposed homeless shelter near the County juvenile justice center, and proposed a study session/review of duties for the City Treasurer and the City Clerk.

Councilmember Perello reported on attending the Multicultural Festival and peace parade, the Knights of Columbus Civic Night, and commented on Mr. Kaplan's passing. He commented on repairs needed at Southwinds park, dead trees that have fallen in recent high winds, a discrepancy in a recent public hearing workshop notice, and the auditor's comments on item C-1. He requested a special meeting regarding the city's recent bond downgrade. He acknowledged the groups and individuals involved with the peace parade and car show.

Mayor Flynn commented on the city's efforts to apply for the Amazon "H2Q" location. The City Manager made some additional comments.

H. REVIEW OF INFORMATION/CONSENT AGENDA

Items J-2(A), J-2(D), J-2(E), and J-2(F) were pulled for discussion. Discussion ensued among the Council and staff.

I. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA None.

J. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the June 27, 2017 and July 11, 2017 Regular Meetings.
RECOMMENDATION: That the City Council approve the Minutes as presented.

City Manager Department

2. 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. Carahsoft (8069-17-IT) renewal of Accela agenda & minutes and CRM/Public 311 Solutions (\$53,140).
 - B. MGT of America (7147-15-FN) for State mandate cost reimbursement claims and SB90 services (\$9,400).
 - C. LAFCO (Purchase Order No. 6523) for City's share of the commission's operational costs pursuant to Government Code Section 56381(b)(1) (\$63,326).
 - D. City of Camarillo (Purchase Order No. 6524) for Regional Defense Partnership for the 21st Century (RDP-21) dues for Fiscal Year 2017-18 (\$32,000).
 - E. Flo-Systems, Inc. (Purchase Order No. 6507) to purchase a bio-tower recirculation pump (\$30,324).
 - F. Flo-Systems, Inc. (Purchase Order No. 6508) to purchase a process water replacement pump (\$31,059).

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

Mayor Flynn announced that Item K-2 would be heard ahead of K-1.

K. PUBLIC HEARINGS

Development Services Department

2. SUBJECT: Adoption of 2013-2021 Mid-Cycle Housing Element Update.
RECOMMENDATION: That the City Council:

1. Approve Addendum No. 4 to the 2030 General Plan Program Environmental Impacts Report that documents that the proposed General Plan Amendment complies with the California Environmental Quality Act (CEQA).
2. Approve a resolution adopting and amending the 2030 General Plan Goals and Policies, Chapter 8, 2013-2021 Mid-Cycle Housing Element Update, with the change identified (PZ 16-620-02), and subsequently forward the document to the California Department of Housing and Community Development (HCD) for certification.

The City Clerk announced the affidavit of publication and stated that one written communication had been received.

The Planning Division Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Mark Pettit, Barbara Macri-Ortiz, Darlene Miller, Sal Gonzalez, and Jackie Tedeschi.

There being no further speakers, the Council unanimously approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to add AAHOP Site A12 to the City's AAHOP inventory. VOTE: Madrigal and Ramirez voted in favor; Flynn, MacDonald, and Perello were opposed. The motion failed 2-3.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Perello, and Ramirez voted in favor; Madrigal was opposed. The motion carried 4-1.

1. SUBJECT: Six Amendments to the Zoning Code Related to Housing Element.
RECOMMENDATION: That the City Council:
 1. Approve for first reading six Zoning Text Amendment ordinances (PZ NO. 17-580-02 and PZ NOS. 17-580-05/-06/-07/-08/-09) relating to: 1) Attached Dwelling Unit development standards; 2) R-2 Multiple Family development standards; 3) Accessory Dwelling Units standards; 4) Reasonable Accommodation application fee and findings; 5) waiver of lot merger fees to encourage affordable housing development; and 6) farmworker housing definitions, allowed use in industrial and community reserve zones, and parking standards.
 2. Direct staff to incorporate zoning text amendments into the Municipal Code after the second reading.

The City Clerk announced the affidavit of publication and stated that one written communication had been received. The City Attorney clarified that the recommended action includes introducing the Ordinance for first reading by title only and waiving further reading.

The Planning Division Manager gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Pat Brown, Mark Pettit, Eric Reiter, Barbara Macri-Ortiz, Jeremy Warren, and George Miller.

There being no further speakers, the Council unanimously approved closing the public testimony portion of the public hearing. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, to eliminate the replacement garage requirement for accessory dwelling units, provided that there is on-site parking available for the equivalent number of cars. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Madrigal, to change the parking requirement for farmworker employee housing from one parking space for every two beds, to one space for every four beds. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

It was moved by Councilman MacDonald, seconded by Councilmember Madrigal, to approve the remaining actions and waive further reading of the ordinance. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against, stating he felt the farming season impact was not sufficiently addressed. The motion carried 4-1.

L. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:14 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Regular Meeting
October 17, 2017

A. ROLL CALL/POSTING OF AGENDA

At 4:35 p.m., Mayor Flynn called to order the regular meeting of the Oxnard City Council in the City Hall Council Chambers, 305 W. Third Street, Oxnard, California. The City Clerk called the roll and announced the posting of the agenda. Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello, Mayor Pro Tem Carmen Ramirez, and Mayor Tim Flynn were present.

Staff members present were Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; and Michelle Ascencion, City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS (None)

C. CLOSED SESSION

The Mayor read the following closed session statement:

“The City Council will recess to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys. The title and case numbers of the litigation being discussed is Michael Bocanegra v. City of Oxnard; Workers’ Compensation Case Nos. ADJ10332335 and ADJ10332337.

The City Council will also recess to a closed session pursuant to Government Code section 54956.9(d)(2), based on existing facts and circumstances, there is significant exposure to litigation against the City in two potential cases regarding

1. The proposed development of the Fisherman’s Wharf site in Channel Islands Harbor, and
2. The notice of violation regarding City elections dated October 7, 2017 by Jason Dominguez.

The Successor Agency will recess to a closed session, pursuant to Government Code section 54956.8, to give instructions to its negotiators, Ruth Osuna, Assistant Executive Director, and Kymberly Horner, Economic Development Director, concerning negotiations with Michelle and Greg Kenney regarding the potential sale of real property located at 740 South B Street.”

At 4:38 p.m., the City Council recessed to a closed session. At 6:28 p.m. the City Council reconvened in open session in the Council Chambers. There was no announcement following closed session.

D. OPENING CEREMONIES

The flag salute was followed by a moment of silence.

Additional staff members present at this time were Arturo Casillas, Housing Director; Ashley Golden, Development Services Director; Ingrid Hardy, Cultural and Community Services Director; Scott Whitney, Police Chief; Jason Benitez, Assistant Police Chief; Roger Brooks, Code

Compliance Manager; Karl Lawson, Housing Compliance Services Manager; and Kathleen Mallory, Planning Division Manager.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Resolution to Sylvia Paniagua for Thirty-Eight Years of Outstanding Service to the City of Oxnard.

The Police Chief made some remarks. Mayor Flynn read the proclamation and presented it to Ms. Paniagua, who made some remarks.

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

2. SUBJECT: Presentation of Water Conservation Art Contest Winners.

Mayor Flynn presented awards to student contest winners Alexa Vega, Danica Jauregui, Diamaya Avila, Elissa Hernandez, Maribel Tejeda, Nancy Marmolejo, Natalie Nunez, Jacqueline Gonzalez, Gianne Santos, Kyza Melissa Avellano, Tracy Hoang, Jesus Noyola, Morgan Ranck, and Mariana Andrade.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Scott Brewer ("Great Shakeout" earthquake drill), Woodrow Thomas Sr. (police traffic stop procedures), Martin Jones (the city's A- bond rating), Nancy Cozza (Monarch Butterfly Festival), Jackie Tedeschi (INCO participation in the Multicultural Festival, Fox Canyon Groundwater Management Agency agenda), Denis O'Leary (council districts), Rene Aiu (local coastal plan for Fisherman's Wharf), Diane Delaney (California Coastal Commission meeting regarding Fisherman's Wharf), and Pat Brown (property management for condos on Seventh & Meta Streets).

G. REPORT OF CITY MANAGER

Assistant City Manager Osuna congratulated the City Manager and his wife on their 35th wedding anniversary, and announced that there will be no City Council meetings on October 24 or 31. She highlighted the upcoming "We Remember" Vietnam War exhibit, the "Day at the Park" for physically challenged and special needs children, "The Phantom of the Opera" at the Performing Arts Center, and the Police Department's "Spooktacular."

H. CITY COUNCIL REPORTS

Councilmember Madrigal commented on the upcoming Great Shakeout, reported on attending the grand opening of a free medical services clinic at Guadalupe Church and a recent Oxnard Union High School District board meeting, commented on recent homicides in the city, and reported on attending a recent Isla Urbana fundraising event.

Mayor Pro Tem Ramirez reported on attending the Guadalupe Church free medical services clinic grand opening, announced recent developments in the Puente power plant issue, related her recent

discussions with the Police Chief regarding taking care of seniors during natural disasters, commented on the recent homicides, and touted the “We Remember” Vietnam War exhibit.

Councilman MacDonald reported on attending the Tri-Counties Central Labor Council Labor Leader of the Year award dinner.

Councilmember Perello reported on attending the Ventura County military collaborative, commented on recent homicides and crime, and touted the “We Remember” exhibit. He stated that Neighborhood Councils have complained to him about trees covering streetlights. He commented on Guadalupe Church’s free medical clinic, the recent Ventura County Airport Authority meeting, and expressed concern about building schools and homes in airport flight zones.

Mayor Flynn commented on the Puente power plant issue, the Ventura County Airport Authority meeting and the Teal Club Road proposal, the recent homicides, and public safety.

City Manager Department

1. SUBJECT: Request from LiUNA Local 585 for City Council Support Opposing Electric Rates.
RECOMMENDATION: That the City Council consider a request from LiUNA Local 585 for adoption of **Resolution No. 15,062** to support opposing the Southern California Edison Rate Increase for 2018, 2019 and 2020.

Assistant City Manager Nava gave a report. Public comments were received from Nancy Lindholm, Jose Garcia, Pat Brown, and George Miller. Reports were made by Neil Derry on behalf of LiUNA, and Rondi Guthrie on behalf of Southern California Edison. Discussion ensued among the Council and staff.

It was moved by Mayor Pro Tem Ramirez, seconded by Councilmember Perello, to approve staff’s recommendation as presented. VOTE: Madrigal, Perello, and Ramirez voted in favor; Flynn and MacDonald were opposed. The motion carried 3-2.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Item K-4 was pulled for discussion. Discussion ensued among the Council and staff.

The Planning Division Manager announced that minor changes were made to Ordinance No. 2925 to provide further clarification to the zoning text amendments. Discussion ensued among the Council and staff.

J. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments were received from Jackie Tedeschi.

K. INFORMATION/CONSENT AGENDA

City Clerk Department

1. SUBJECT: Minutes of the July 18, 2017 Special/Regular Meeting.

RECOMMENDATION: That the City Council approve the Minutes as presented.

City Manager Department

2. 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. Charter Communications (7928-17-IT) for City Internet access augmentation and redundancy project (\$50,000).

B. Landscape Development, Inc. (7849-17-FN) for monthly landscape maintenance services at Seabridge Community Facilities District No. 4 (\$97,200).

C. Professional Water Technologies (7418-16-PW) for technical support services for the Advanced Water Purification Facility reverse osmosis system (\$40,000).

D. Aqua-Metric Sales Company (Purchase Order No. 6490) for the purchase of water meters (\$140,000).

E. Sam Hill & Sons, Inc. (A-7721) for sewer manhole replacement at 1230 Saviers Road (\$32,474).

Development Services Department

3. SUBJECT: Lease for Dolce Vita at Oxnard Transit Center.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a lease in the estimated amount of \$54,830 with Mr. Yong Tae Kwon doing business as Dolce Vita for 5 years beginning October 1, 2017, and ending September 30, 2022, for Suite 107 at the Oxnard Transit Center (OTC) at 201 East Fourth Street (Agreement No. A-7984). The lease has one option for a five-year renewal.

4. SUBJECT: Adoption of **Ordinance Nos. 2923, 2924, 2925, 2926, 2927, and 2928**, Amending Various Section of the Zoning Code Related to the Housing Element.

RECOMMENDATION: That the City Council adopts the following six Zoning Text Amendments:

1. ORDINANCE NO. 2923 - PLANNING & ZONING PERMIT NO. 17-580-02 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE SECTIONS 16-362 (A) AND 16-362 (B) TO REDUCE MINIMUM UNIT SIZE AND MODIFY BUILDING SEPARATION

2. ORDINANCE NO. 2924 - PLANNING & ZONING PERMIT NO. PZ 17-580-05 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING OXNARD CITY CODE SECTION 16-41 TO REMOVE THE REQUIREMENT OF NOT MORE THAN SIX UNITS PER BUILDING

3. ORDINANCE NO. 2925 - PLANNING & ZONING PERMIT NO. 17-580-06 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE OXNARD CODE RELATING TO ACCESSORY DWELLING UNITS

4. ORDINANCE NO. 2926 - PLANNING & ZONING PERMIT NO. 17-580-07 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE CITY CODE RELATING TO REASONABLE ACCOMMODATION

5. ORDINANCE NO. 2927 - PLANNING & ZONING PERMIT NO. 17-580-08 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING DIVISION 13 OF ARTICLE V OF CHAPTER 16 OF THE OXNARD CITY CODE RELATING TO LOT MERGER FEES

6. ORDINANCE NO. 2928 - PLANNING & ZONING PERMIT NO. PZ 17-580-09 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING SEVERAL SECTIONS OF CHAPTER 16 OF THE OXNARD CITY CODE RELATING TO FARMWORKER HOUSING AND PARKING.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the Information/Consent items as presented, with the stated minor revisions to K-4. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello voted against item K-4, stating that it was not completed or corrected to his satisfaction. The motion carried 4-1 on item K-4, and 5-0 on the remaining items.

L. REPORTS

City Manager Department

1. SUBJECT: Verbal Report on the Status of HALACO Site and Staff's Efforts to Mitigate Problems on the Site.
RECOMMENDATION: That City Council receive the report and provide comments on the current issues occurring at the HALACO site.

Assistant City Manager Osuna, the Development Services Director, and Assistant Police Chief gave a report. Discussion ensued among the Council and staff. Public comments were received from Peggy Rivera and Woodrow Thomas Sr. Further discussion ensued. No action was taken.

Mayor Flynn announced that the Public Works item would be considered next.

Public Works Department

4. SUBJECT: Approval of a Budget Appropriation in the Amount of \$105,000 for Repairs to the Central Trunk Sewer System.
RECOMMENDATION: That City Council:
 1. Approve and authorize the City Manager to pay Task Order No. 55A in the amount of \$154,037.20, Task Order No. 63A in the amount of \$22,207.36 and Task Order No. 63B in the amount of \$103,742.14 to Contract No. A-7721 with Sam Hill & Sons, Inc. for Project Specification No. 14-12, Non-Scheduled Repairs of Wastewater and Storm Drain Systems.
 2. Approve a budget appropriation in the amount of \$105,000 to pay for completed work.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's

recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.

The Council took a brief break from 9:36 to 9:38 p.m.

Housing Department

2. SUBJECT: Verbal Report on the Status of the Winter Warming Shelter for the Homeless.
RECOMMENDATION: That City Council receive the report and provide direction to staff on the Winter Warming Shelter for the Homeless.

The Housing Director gave a report. Discussion ensued among the Council and staff. Public comments were received from Peggy Rivera, Woodrow Thomas Sr., George Miller, and Abel Magana. Further discussion ensued. No action was taken.

Finance Department

3. SUBJECT: Receive the August 2017 Major Funds Monthly Report.

(This item was postponed due to time.)

M. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:19 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: November 28, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

A handwritten signature in blue ink that reads "Greg Nyhoff".

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

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. Aqua Tech Services, Inc. (8110-17-PW) for on-call backflow assemblies testing, maintenance, repair and replacement services (\$180,000).
- B. Brownstein Hyatt Farber Schreck, LLP. (5373-11-CA) for legal services in connection with the GREAT Program, participation in Regional Water Policy meetings and other development related water issues (\$125,000).
- C. Ephonation.com, Inc. dba Ansafone Contact Centers (7870-17-PW) for telephone answering services for the Public Works Department until a new agreement is awarded (\$35,000).
- D. All American Asphalt (7949-14-PW) to repair and replace all unsafe sidewalks, spandrels and curb and gutters (\$40,211).
- E. Sam Hill & Sons, Inc. (A-7721) to repair damage breaker in the main switchgear building located at the Wastewater Treatment Plant (\$38,159).
- F. Sam Hill & Sons, Inc. (A-7721) to repair a street subsidence developed near an abandoned City sewer line on Pleasant Valley Road (\$29,835).
- G. Summit Air Conditioning (Purchase Order No. 6587) to purchase five HVAC units for the Wastewater Treatment Plant.

BACKGROUND

Agreements for City Council Review
November 28, 2017
Page 2

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

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 November 28, 2017

City Manager Contract List for 11/28/2017

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

K.2.a

A On-Call Backflow Assemblies Testing, Maintenance, Repair and Replacement Services (rebid)

Vendor: Aqua Tech Services, Inc.
Type: Original Agreement
Agreement No.: 8110-17-PW
Amendment No.: N/A
Purchase Order No.: 3546
Begin Date: 11/28/2017
End Date: 11/28/2018
Term: 1 year

Amount to be Approved: \$180,000
Current FY Amount: \$180,000
Total Contract Amount: \$180,000
Funding Source: Security Contamination Prevention Fund 608
Vendor Selection Process: Public Works Bid
of Bids/Proposals/Quotes: 1
Project Manager: Omar Castro
Department: Public Works Department
Telephone: 805-385-8139
Email: omar.castro@oxnard.org

Purpose:

This project includes furnishing all necessary labor, materials, equipment and other incidental and appurtenant work to provide on-call backflow assemblies testing, maintenance, repair and replacement services. Contractor will test, certify backflow assembly and return certificate to the City. Should the backflow assembly not pass the testing procedure, the backflow will be cleaned, repaired, or replaced and a final test and certification with results sent to the City. Backflow assemblies that are replaced will be the same size and type as existing assembly. Protective cages, which are to be made of metal and coated to protect against the elements, may be required to be installed. The contract amount will be \$180,000 for a one year period.

A Notice Inviting Bids (NIB) was published on July 27, 2017 and no bids were received. The project was again advertised on August 31, 2017, and only one bid was received that did not meet the bond requirements. The project was changed to a one year contract and was advertised again on September 21, 2017, and one bid was received that met all requirements. Each time the Project was advertised in multiple trade journals and on the City's website. The NIB met the City procurement requirements. One bid was received from Aqua Tech Services, Inc. and it's bid is responsive to the NIB.

City Manager Contract List for 11/28/2017

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

K.2.a

B Seventh Amendment to Attorney Services Agreement

Vendor: Brownstein Hyatt Farber Schreck, LLP
Type: Amendment
Agreement No.: 5373-11-CA
Amendment No.: 7
Purchase Order No.: 3924
Begin Date: 11/07/2017
End Date: 09/15/2018
Term: 1 year

Amount to be Approved: \$125,000
Current FY Amount: \$180,000
Total Contract Amount: \$1,180,000
Funding Source: Enterprise Funds
Vendor Selection Process: Request for Proposals (RFP)
of Bids/Proposals/Quotes: N/A
Project Manager: Stephen M. Fischer
Department: City Attorney
Telephone: 805-385-7483
Email: stephen.fischer@oxnard.org

Purpose: Staff is requesting authorization to enter into a Seventh Amendment with Brownstein Hyatt Farber Schreck, LLP (5373-11-CA) in the amount of \$125,000 for legal services in connection with the GREAT Program, participation in Regional Water Policy meetings and other development related water issues.

This agreement has been in effect since April 2001, with a not to exceed amount of \$180,000 per year. The term of the agreement currently expires on May 31, 2018. Extension is sought for an additional four months, from May 30, 2018, through September 15, 2018, to cover completion of existing projects. The extended term necessitates an increase in compensation of \$125,000 for services during the completion period. The account numbers that will be used for this agreement are 601-6010-842-8204 and 609-6553-821-8204 Project 066010.

City Manager Contract List for 11/28/2017

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

C Telephone Answering Services

Vendor: Ephonomation.com, Inc. dba Ansafone Contact Centers
Type: Amendment
Agreement No.: 7870-17-PW
Amendment No.: 1
Purchase Order No.:
Begin Date: 06/09/2017
End Date: 12/09/2017
Term: 6 months

Amount to be Approved: \$35,000
Current FY Amount: \$58,000
Total Contract Amount: \$58,000
Funding Source: Enterprise Funds
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 3
Project Manager: Jay Duncan
Department: Public Works
Telephone: 340-8175
Email: jay.duncan@oxnard.org

Purpose: Staff is requesting authorization to enter into a First Amendment with Ansafone Contact Centers (7870-17-PW) in the amount of \$35,000 for telephone answering services for the Public Works Department.

In April 2017, staff conducted an informal bid with three (3) companies, Ansafone Contact Centers, Central Communications, and Answer California for the telephone answering services for the Public Works Department. The companies sent in their quotes by April 26, 2017. Both Central Communications and Answer California reversed their intent to provide a bid due to the City's indemnification language in the Trade Services Agreement. Ansafone submitted a bid of .80 cents per minute. The contract with Ansafone was executed on June 23, 2017. This First Amendment will add an additional \$35,000 for a total not to exceed \$58,000.

Staff issued a Request for Proposals and bids were due on November 6, 2017. Staff is currently evaluating the bids they received for telephone answering services and will return to City Council for approval at a later date.

Funding will come from the Public Works Divisions that utilize the services.

City Manager Contract List for 11/28/2017

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

D Rio Lindo Neighborhood Street Resurfacing Project

Vendor: All American Asphalt
Type: Change Order
Agreement No.: 7949-14-PW
Amendment No.: 1
Purchase Order No.: 6487
Begin Date: 07/12/2017
End Date: 11/30/2017
Term: 5 months

Amount to be Approved: \$40,211
Current FY Amount: \$1,587,245
Total Contract Amount: \$1,587,245
Funding Source: Lease Revenue Bond Funds
Vendor Selection Process: Public Works Bid
of Bids/Proposals/Quotes: 5
Project Manager: Ralph Alamillo
Department: Public Works Department/CPM
Telephone: 385-8341
Email: ralph.alamillo@oxnard.org

Purpose: Staff is requesting approval of Change Order No. 1 with All American Asphalt in the amount of \$40,211 to repair and replace all unsafe sidewalks, spandrels and curb and gutters.

On June 20, 2016 the City Council approved project plans and specifications and authorized staff to solicit bids for Specification PW16-15, Rio Lindo Neighborhood Resurfacing Project. The Notice to Request for Bids was advertised on May 4, 2017 and staff received five bids. On July 12, 2017, City Council awarded the contract to All American Asphalt as the lowest responsible bidder.

City Manager Contract List for 11/28/2017

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

E Non-Scheduled Repairs to Wastewater and Storm Drain Systems

Vendor: Sam Hill & Sons, Inc
Type: Task Order
Agreement No.: A-7721
Amendment No.: 78
Purchase Order No.: 5237
Begin Date: 08/08/2017
End Date: 10/31/2019
Term: 5 years

Amount to be Approved: \$38,159
Current FY Amount: \$1,800,000
Total Contract Amount: \$3,038,159
Funding Source: Wastewater Treatment Operating
Vendor Selection Process: Public Works Bid
of Bids/Proposals/Quotes: 5
Project Manager: Thien Ng
Department: Public Works, Wastewater Division
Telephone: 432-3575
Email: thien.ng@oxnard.org

Purpose:

On July 10, 2017 staff discovered the B-2 breaker located in the Main Switchgear Building was smoking and on the verge of complete failure. The B-2 breaker was isolated by plant electrical staff to ensure there was no further damage to the breaker and/or any associated equipment and secured to ensure worker safety. It was determined, after inspection by an electrical contractor specializing in high voltage troubleshooting and repair, that the B-2 breaker had completely failed and the bus bar components behind the breaker were damaged. It was necessary to purchase a new, unused breaker as well as the six bus bars behind the breaker cabinet.

On March 25, 2014, the City Council approved Non-Scheduled Repairs to Wastewater and Storm Water Systems Project Specification No. 14-12 and authorized staff to conduct a public bid. The public bid was advertised on July 18, 2014 and closed with a public opening on August 20, 2014. City Procurement received five bids. Upon department and procurement staff review of all documentation received, it was determined the bid received from Sam Hill & Sons, Inc. was a responsible and responsive lowest bid. On October 8, 2014 City Council approved Sam Hill & Sons agreement from November 1, 2014 through October 31, 2017. Change Order No. 1 approved at Council on May 9, 2017, extended the contract to October 31, 2019.

City Manager Contract List for 11/28/2017

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

F Non-Scheduled Repairs to Wastewater and Storm Drain Systems

Vendor: Sam Hill & Sons, Inc
Type: Task Order
Agreement No.: A-7721
Amendment No.: 82
Purchase Order No.: 5237
Begin Date: 08/08/2017
End Date: 10/31/2019
Term: 5 years

Amount to be Approved: \$29,835
Current FY Amount: \$1,800,000
Total Contract Amount: \$3,029,835
Funding Source: Wastewater Collection Operating
Vendor Selection Process: Public Works Bid
of Bids/Proposals/Quotes: 5
Project Manager: Thien Ng
Department: Public Works, Wastewater Division
Telephone: 432-3575
Email: thien.ng@oxnard.org

Purpose:

On September 8, 2017, a street subsidence developed near an abandoned City sewer line on Pleasant Valley Road. To prevent a sinkhole from occurring, Sam Hill and Sons was called out to excavate and repair the large void beneath the street surface. The depth from the street surface to the sewer pipe was approximately 13 feet. The contractor slurry filled the abandoned sewer pipe and slurry backfilled the void. All work was completed on September 25, 2017.

On March 25, 2014, the City Council approved Non-Scheduled Repairs to Wastewater and Storm Water Systems Project Specification No. 14-12 and authorized staff to conduct a public bid. The public bid was advertised on July 18, 2014 and closed with a public opening on August 20, 2014. City Procurement received five bids. Upon department and procurement staff review of all documentation received, it was determined the bid received from Sam Hill & Sons, Inc. was a responsible and responsive lowest bid. On October 8, 2014 City Council approved Sam Hill & Sons agreement from November 1, 2014 through October 31, 2017. Change Order No. 1 approved at Council on May 9, 2017, extended the contract to October 31, 2019.

City Manager Contract List for 11/28/2017

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

G 5 HVAC Units for the Wastewater Treatment Plant

Vendor: Summit Air Conditioning
Type: Purchase Order
Agreement No.:
Amendment No.: N/A
Purchase Order No.: 6587
Begin Date: 11/28/2017
End Date: 02/28/2018
Term: 3 months

Amount to be Approved: \$28,488
Current FY Amount: \$28,488
Total Contract Amount: \$28,488
Funding Source: Wastewater Treatment Operating Fund
Vendor Selection Process: Informal Bids
of Bids/Proposals/Quotes: 3
Project Manager: Jeff Miller
Department: Public Works, Wastewater Division
Telephone: 797-7604
Email: jeff.s.miller@oxnard.org

Purpose: Staff is requesting authorization to purchase 5 HVAC units for the Wastewater Treatment Plant.

Five HVAC units at the Wastewater Treatment Plant are in need of replacement. The existing units have become corroded beyond repair due to the harsh atmosphere at the treatment plant. Additionally, the refrigerant used in these units is no longer available and does not meet code or standards. The units needing replacement are the 5 ton unit located at the old Headworks building which holds RTU 3 Remote Elemetry Unit, that controls instrumentation signals to process equipment and two 3 ton package units and one 4 ton combo unit for the plant control center, the main control center for the treatment plant housing instrumentation, controls, and Supervisory Control and Data Acquisition (SCADA).

Wastewater Division staff solicited informal quotes from three vendors. All three vendors submitted quotes with Summit Air Conditioning providing the lowest quote.

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: November 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ingrid Hardy
Cultural & Comm Services Director

SUBJECT: Senior Services Contribution Awards to Agencies

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

RECOMMENDATION:

That City Council:

1. Approve the Senior Services Commission's (SSC) recommended distribution of \$44,600 from the General Fund for Senior Services Contribution Awards to eleven agencies providing services to seniors. These funds were previously appropriated in the FY2017-18 General Fund Operations budget.
2. Direct the Recreation Supervisor to notify recipients of Senior Services Contribution Awards.
3. Authorize the Recreation Supervisor to execute a letter of agreement for each recipient.
4. Authorize the Chief Financial Officer to make disbursements in accordance with the letter of agreement.

A total of \$44,600 has been appropriated in the fiscal year 2017-2018 General Fund budget to be used for supportive services for City of Oxnard senior adults. Senior Services Contribution funding is provided on an annual basis and is contingent upon the review and recommendation of the Senior Services Commission (SSC).

Senior Services Contribution Awards to Agencies

November 28, 2017

Page 2

One of the 2017 SSC goals was to revise the grant application to better address the needs of Oxnard seniors and ensure these needs are met by agencies receiving funding. A subcommittee worked with staff to revise the application to include evidence of volunteer support, the agencies presence in Oxnard, and a financial report reflective of administration, fundraising, and operational costs. Also, included in this revision was the addition of a rating tool and the expectation for an interim and final report.

During the months of August and September 2017, the SSC invited requests for funding from local agencies serving senior adults in the Oxnard area. Eleven agencies responded to the Requests for Proposals (RFP) with request totaling \$83,500.

The SSC met on October 10, 2017 and November 14, 2017 to discuss, review and make funding recommendations for City Council approval. In this regard, a majority of the SSC has recommended the following funding amounts for Fiscal Year 2017-2018:

Agency	Program	Request	2018 Recommendation
ACTION	Serve Every Day	\$2,500	\$2,500
CAREGIVERS: Volunteers Assisting the Elderly	Assisting the Homebound, Frail, & Elderly	\$10,000	\$5,000
Catholic Charities of Los Angeles Inc.	Ventura County OASIS	\$10,000	\$5,000
Elderpride	Shop Ahoy	\$5,000	\$4,500
FOOD Share	Commodity Supplemental Food Program	\$10,000	\$2,200
Grey Law of Ventura County, Inc.	Legal Services for Seniors	\$5,000	\$4,000
Livingston Memorial Visiting Nurses Assoc.	Caregiver Respite/Camarillo Hospice	\$10,000	\$6,500
Long Term Care Services of Ventura County, Inc.	Ombudsman Program	\$9,000	\$5,750
Oxnard Dance Club	Senior Dance & Social Club	\$5,000	\$0
St. John's- Senior Wellness Program	Wellness Program	\$5,000	\$4,150
Ventura County Area Agency on Aging	Fall Prevention Programs	\$12,000	\$5,000
	TOTAL:	\$83,500	\$44,600

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

Senior Services Contribution Awards to Agencies

November 28, 2017

Page 3

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

As part of the FY 2017-18 adopted budget, funds in the amount of \$44,600 were appropriated from the General Fund to the Senior Services Contribution to Other Agency line item (101-5503-805-8331) for the purpose of providing funds to agencies and/or organizations that render services to senior adults within the City of Oxnard.

ATTACHMENTS:

Attachment A: Application_18

Attachment B: Award Review Process

Attachment C: Award Agreement Letter _ 18



Oxnard Senior Services Commission Grant Application

1. INTENT OF THE PROGRAM

The intent of the Senior Services Commission Grant Program is to provide funds to support programs/organizations that serve residents of Oxnard who are 55 years of age or older. Each recipient must identify other sources of funding which will contribute to the operating program. Matching funds are not required as a condition of this grant cycle.

2. MISSION

The Senior Services Commission aims to support a wide array of services and opportunities to enrich and extend life to Oxnard senior residents through City programming and partnerships with community organizations.

3. OBJECTIVES

1. Effectively and comprehensively provide services to the largest growing population within the community of Oxnard.
2. Provide an environment that recognizes and values the experiences and contributions of Oxnard seniors and encourages their involvement in all economic, social, recreational, and cultural aspects of the Oxnard community.
3. Refine information and referral services for the Oxnard senior population.

4. OPERATING FUNDS GRANT (Organizations)

An organization is established when one or more persons create a group that works to meet the needs of seniors, 55 years of age or older. A “senior organization” has the following characteristics:

- Existing non-profit that is Oxnard-based or has a presence in the City of Oxnard
- Demonstrate senior-based programs are the primary focus of its mission and 100% of grant funds support programs for Oxnard residents
- Must be in compliance with all City codes, laws, and ordinances upon accepting monetary award
- Must have satisfied the requirements of any previously awarded grants from the City of Oxnard, including completion of reports
- A mission statement reflecting a philosophy, vision, purpose or theme and guided by specific goals and objectives, with a focus on seniors, 55 years of age or older
- A Board of Directors ensuring the work of the organization is consistent with the mission and has fiduciary responsibility for the work
- Has obtained or can show proof (e.g., Board minutes showing intent to apply) that it is in



the process of obtaining a non-profit status (IRS 501c3)

5. RESTRICTIONS

All funding applied for must be for Oxnard-based programs with 100% of the grant funds used to serve seniors who are residents of Oxnard.

No grant funds may be used for the payment of debt, debt interest or deficit reduction; commercial enterprises; any fines or penalties; building or remodeling of organization's facilities; furniture or fixtures for the organization; lobbying any public agency or office; out-of-state travel; hospitality or food costs; placement of grant funds into trust, endowment or contingency funds; expenses for projects that have already been completed.

6. APPLICATION SUBMISSIONS

Hardcopies of applications shall be delivered to:

City of Oxnard Senior Services
Attn: Senior Services Supervisor
350 North C Street
Oxnard, CA 93030

Applications must be received no later than: Friday, September 15, 2017, 4:30pm

Applicants must submit Fifteen (15) hardcopies of the application and attachments as well as one copy of the organization's by-laws. No copies will be made by City staff. **Email submissions will not be accepted.**

7. TIMELINE

The following is the proposed timeline (dates are subject to change; applicants will be notified of changes based on Senior Services Commission and City Council availability)

Issuance of grant application	Tuesday, August 1, 2017
Applications due to Senior Services	Friday, September 15, 2017
Applications pre-reviewed by staff	Friday, September 29, 2017
Applications reviewed by Senior Services Commission	Tuesday, October 10, 2017
Senior Services Commission Recommendations	Tuesday, November 14, 2017
City Council Vote	Tuesday, November 28, 2017
Award Letters	2 weeks after City Council approval
Disbursement of funds	Wednesday, January 31, 2018
Interim report for operating funds	Friday, June 30, 2018
Complete project - final report due	Monday, January 15, 2018

8. INTERIM REPORT



Interim reports will be due June 30, 2017.

An interim report must contain information on activities, events and status of goals outlined in initial application. This information will include, but not be limited to:

- Progress on project/goals to-date
- Budget expenditures to date; identify items paid for with grant funds and 100% of expenditures supporting Oxnard residents.
- Methods of outreach and promotion

9. FINAL REPORT

The final grant report shall update the mid-term information through the remaining portion of the grant and shall include an evaluation of how successfully the project's goals and outcomes were achieved to include quantitative measurements of achievement.

10. DISCLAIMERS AND RESERVATIONS

1. Reject any applications deemed incomplete or non-responsive.
2. Not award the entire appropriated amount for the Senior Services Commission Grant fund.
3. Suspend or cancel the grant program due to budget constraints.



August 1, 2017

Dear Senior Service Provider:

We are pleased to announce the Oxnard City Council has again allocated \$44,600 in Senior Services grant funds for distribution to local providers of services to Oxnard seniors. These grant funds will be distributed by the Senior Services Commission. The Commission invites local organizations that provide social services to Oxnard seniors to participate in this application process.

Please fill out your application thoroughly, making sure that your responses are as complete as possible, as the Commission utilizes these responses to make their determination. In addition, please advise us if you have expanded or discontinued your program or are providing new services and programs to Oxnard seniors.

The application deadline is **4:30 p.m. on Friday, September 15, 2017**. The Senior Services Commission will discuss the merits of each request and forward their recommendations to the Oxnard City Council for final review and approval. Successful grant applications are expected to receive funding in late January.

Please direct your application to:

City of Oxnard Senior Services
Attn: Senior Services Supervisor
350 North C Street
Oxnard, CA 93030

Please submit **Fifteen (15) COMPLETE** copies of your proposal. One copy of the by-laws will be sufficient.

Should you have any questions regarding the grant program or the application, please call me at the Senior Services Office, (805) 385-8019.

Sincerely,
Renee J. Rakestraw
Recreation Supervisor



**CITY OF OXNARD
SENIOR SERVICES GRANT FUNDS
FISCAL YEAR JULY 2017-JUNE 2018**

1. Name of Organization: _____
2. Program Title: _____
3. Primary Contact Person: _____ Title: _____
4. Email: _____
5. Address: _____
6. Telephone Number: _____
7. Amount of Funding Requested: _____
8. Was applicant recipient of a previous Grant award for 2016? _____
If yes, amount awarded: _____

PROGRAM

Date organization began operation: _____

Number of paid staff: _____ Total number of volunteer hours annually: _____

- A.** State the aim and goals of your organization with particular emphasis for Oxnard residents.
Note any change in priorities for 2017-2018?

- 1) How closely did the program meet your goals in reaching senior residents of Oxnard, which you indicated in your FY 2016/17 Senior Services request?

- 2) What did your organization accomplish last year? Ex: highlights, number of Oxnard residents served in each program, problems noted, etc.



3) If this year's objectives are significantly different from previously stated goals and services, please explain the reason for the differences.

B. Regarding Oxnard residents, describe the services in priority order for which funds are being requested.

1) How many seniors who are residents of Oxnard, 55 years of age and older, will be served? Is it actual or estimated and duplicated or unduplicated?

2) How many seniors who are residents of Ventura County, 55 years of age or older, will be served? Is it actual or estimated and duplicated or unduplicated?

3) Do you have an office or facility in Oxnard?

4) For 2015/2016, 2016/2017, projected 2017/2018, indicate the number of hours per week by administration, clerical, program and maintenance staff, and volunteers serving the Oxnard area.



- 5) Please describe the impact our funds will have on your services for the seniors of Oxnard
- 6) Does your organization have membership requirements or restrictions? If yes, please explain.

FINANCIAL REPORT

What percentage of your annual expense is spent on the following:

Administration: _____ Fundraising: _____ Operations: _____

A. Attach a copy of your FY 2016/17 and proposed 2017-2018 annual budgets. Specifically highlight the program budget which funds are being applied for.

- 1) Is your organization facing any significant funding changes for 2017-2018? Please note how you will handle such changes?
- 2) State the name and address of your auditor and date of last audit.
- 3) Salary is what percentage of your total budget?
- 4) What role do volunteers play in your organization? What impact does their role have on



the budget?

FINANCIAL INFORMATION SUMMARY

Please provide the following financial information reported in the organization's most recent audited financial statement, 990 or signed financial statement submitted with this proposal.

Report for Fiscal Year Ending: _____

Organizational Income

Program Income		
	Service Fees, Charges to Participates	\$
Government Source(s)		
	Local Government	\$
	County Government	\$
	State Government	\$
	Federal Government	\$
Contributions		
	Individuals	
	Corporate/Business	
	Foundations	
Fundraising		\$
TOTAL		\$

Organization Expenses

Program Services	\$
Fundraising & Financial Development Cost	\$



General Costs	\$
Administrative Costs	\$
TOTAL OPERATING	\$

OTHER

A. Attach an organizational chart of your:

- 1) Board (Ex: length of service, how often they meet, % of attendance at meetings)
- 2) Staff (Ex: classification, length of services at the agency, projected salary increases for 2017/2018.

C. Additional information you wish to add about your program and services to Oxnard residents.

SIGNATURE PAGE

By signing below, we attest that the information included in this application is accurate.

If awarded a grant, the organization's Board of Directors and management agree to the following:

1. Abide by the grant application and report requirements
2. Provide required reports to the City of Oxnard Senior Services Commission.

Organization Name: _____

Signature of Applicant Representative: _____ Date: _____

Printed Name and Title of Representative: _____



Senior Services Grant Award Review Process

Conflict of Interest and Confidentiality Statement

It is vital to provide the most thorough possible evaluation to ensure the strongest applicants and programs are supported through use of these grant funds.

Your designation as a grant review member requires you be fully aware of policies regarding conflict of interest and the privileged nature of the applications.

Conflict of Interest

Prior to reviewing any proposals, you must inform the Oxnard Senior Services Supervisor of any potential conflicts of interest or appearances thereof. If you become aware of any potential conflict of interest as you review an application, you must immediately notify the Oxnard Senior Services Supervisor. Examples of potentially biasing affiliations or relationships include:

1. Personal submissions of a grant application to the Senior Services Commission. If you have submitted an application, or have been personally involved in the preparation of a Senior Services Commission Grant application.
2. Affiliation with an applicant agency.
 - Current employment or are being considered for employment, at the agency or a consulting, advisory, or other similar position.
 - Any formal or informal employment arrangement with the agency.
 - Current membership on a visiting committee, board, or similar body at the agency.
 - Ownership of the agency's securities or other evidences of debt.
 - Any office, governing board membership, or relevant committee chairperson in the agency.
 - Received and retained an honorarium or award from the institution within the last 12 months.
 - Recipient of services provided by the applicant agency.
3. Relationship with someone who has personal interest in the proposal or other application.
 - Related by marriage or through family membership.
 - Business or professional partnership.
 - Employment at the same institution within the last 12 months.
 - Collaboration on a proposed program within the last 12 months.
4. Other affiliations or relationships.



- Interests of the following persons are to be treated as if they were yours: any affiliation or relationship of your spouse, your minor child, a relative living in your immediate household, or anyone who is legally your partner that you are aware of would be covered by Section 1, 2, or 3 of this statement.
- Any other relationship, such as close personal friendship, you think might tend to affect your judgment or be seen as doing so by a reasonable person familiar with the relationship.

Confidentiality of Applications

Grant review members are given access to information about applicants for use only during the evaluation process and for discussion with fellow Grant Review Members or City of Oxnard personnel. Therefore, you must not use information for your personal benefit or make available for the benefit of any other individual or organization.

I have read the information regarding Conflict of Interest and Confidentiality and understand that I must contact the appropriate Oxnard Senior Services staff if a conflict arises during my term of service as an evaluator. I also will not divulge any confidential information of which I may become aware during my term.

Name (Print Please): _____

Signature: _____

Date: _____



Instructions for Scoring Applications

The grant review process is critical to ensuring the selection of high-quality grant programs. As a Grant Reviewer your primary responsibility is to read grant applications, review them for quality, and reach consensus on proposal quality with your fellow review members. Here are some of the key elements to keep in mind as you begin the review process:

Assign scores based on given criteria in the Oxnard Senior Services Grant

application: Your rating should reflect your opinion of the applicant's ability to meet each criterion provided on the Grant Application Rating Tool. Do not make assumptions about missing background or program information. Review only what is included in the application.

Read for substance: A high-quality application is not always grammatically perfect. Being a good grant reviewer requires an ability to judge the substance of an idea, rather than the manner in which it is presented.

Comment on program quality: Take time to make thoughtful comments to justify your score; comment on both strengths and weaknesses. Use specific and descriptive phrases in your comments, such as "the applicant did not adequately describe..."; "it is unclear whether..."

Avoid interjecting your own biases: For example, even if you do not think specific programs are effective, your opinion should not affect the objective appraisal or a proposal for support of such program.

Comments, both verbal and written, during this process are public documents.

1. Prior to reading any applications, read the Oxnard Senior Services Grant Application guidelines and instructions.
2. Review the Grant Application Rating Tool.
3. Skim all of the application before you begin scoring to understand how applications relate to one another in terms of general strengths and weaknesses.
4. Rate the application using the Rating Tool.
5. Final ranking is based on the average of totals scores.
6. Final ranking will be used to provide and support funding recommendations to the City Council.



Oxnard Senior Services Grant Application Rating Tool

Agency Name: _____

Program Title: _____

Reviewer Name: _____

Review Date: _____

☐ New Program

☐ Renewal Program

☐ New Applicant

☐ Renewal Applicant

Funding Requested: _____

Funding Recommended: _____

Definitions and Point Value:

Excellent: Addresses all components exceptionally well **(4)**

Very Good: Addresses most components very well **(3)**

Adequate: Fully sufficient and pertinent to meet program standards **(2)**

Minimally Acceptable: Barely meets minimum program standards **(1)**

Non-Responsive: Answer is either not included or not acceptable to meet program standards **(0)**

Application Assessment	Score (0-4)	Comments (strengths and weaknesses)
<i>Based upon assessment does the application and proposed program describe...</i>		
1) Program plan which complements the Commission's existing goals		
2) Senior community need(s) to be addressed with services provided by proposed program?		
3) A unique concept that connects community needs and the proposed services?		
4) A well-defined program and organization structure?		
5) The capacity to manage the proposed program?		
6) A clear and reasonable budget?		
7) Provide evidence of successful past program efforts in Oxnard?		
Total	/28	

November 29, 2017

Agency Name
Agency Address
City, State, Zip Code

Dear _____,

On _____ the Oxnard City Council approved the recommendation of the Senior Services Commission to provide a Senior Services Contribution Award to your organization in the amount of \$_____ for services to City of Oxnard seniors.

These contribution funds are being prepared and will be mailed to your organization after the Senior Services office receives this signed letter of agreement. By your organization's acceptance of these funds, your organization agrees to use the funds for the purpose specified above and as described in your proposal and the terms of the Request for Proposals, and to make your organization's records related to the funding available to the City upon request for audit purposes. An interim report must be submitted June 30, 2018 and final report on January 15, 2019. Also, a program update must be presented to the Senior Services Commission within the 2018 grant year. Failure to comply with the grant requirements and to be available for on-site monitoring visits may impact your organization's ability to receive current or future funding.

Additionally, your organization agrees to indemnify, hold harmless and defend the City, its City Council, and each member thereof, and every officer, employee representative or agent of City, from any and all liability, claims, demands, actions, damages, (whether in contract or tort including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this letter of agreement or use of the Senior Services Contribution Award performed by your organization or its agents, employees, subcontractors, subconsultants and other persons acting on your organization's behalf. Your obligation to indemnify, hold harmless and defend the City applies unless it is adjudicated that any of the liabilities covered by this letter of agreement are the result of the sole active negligence or sole willful misconduct of the City.

Please return this letter of agreement with the appropriate signature to the City of Oxnard Senior Services Office, 350 North "C" Street, Oxnard, CA 93030 no later than December 6, 2017.

If you have any questions or concern, please contact me at 385-8019.

Sincerely,

Renee Rakestraw
Senior Services Supervisor

Acceptance Signature: _____

Agency Name: _____

Date: _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: November 28, 2017

TO: Housing Authority

THROUGH: Greg Nyhoff
City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: Award of Contract for Wall Insulation Improvement for 74 Public Housing Units.

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

RECOMMENDATION:

That the City of Oxnard Housing Authority Board of Commissioners approve and authorize the Chairman to execute a firm-fixed price contract in the amount of \$262,100 with A. Bates G.C. Inc. (Agreement number A-8023), using funds previously appropriated from the 2016 Capital Fund grants, for the insulation improvement in the walls of 74 public housing units at Pleasant Valley Village located at Squires Drive and Trevino Terrace in Oxnard. No General Fund monies are being used for this project.

BACKGROUND

On April 12, 2016, the City of Oxnard Housing Authority (OHA) received a \$1,377,646 Capital Fund grant for the modernization and rehabilitation of public housing units. The Department of Housing and Urban Development (HUD) approved the 2016 grant, which included the wall insulation project. The funds must be 90% obligated by April 12, 2018.

In September 2017, the OHA solicited bids for the wall insulation project in 74 housing units located at Pleasant Valley Village. During the solicitation period, six companies attended the walk-through, and on October 19, 2017, we received two bids. After evaluation of the bids, A. Bates G.C. Inc., which was the lowest bidder, was considered as the most responsive and

Wall Insulation Contract for 74 Public Housing Units.

November 28, 2017

Page 2

responsible bidder to the Housing Authority.

The purpose of this project is to improve the insulation quality in the walls of 37 existing buildings (74 units) which will make the units more energy efficient in compliance with energy conservation and health and safety standards required by HUD. It will also reduce the maintenance costs for the subject public housing project and may help residents with some savings in their energy bills.

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.

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:

Objective 1b. Develop master plans for other City facilities and vehicles.

Objective 2a. Develop a City-wide asset management program.

Objective 2b. Develop an asset management funding plan.

Goal 4. Ensure proper construction and maintenance of infrastructure to provide maximum benefit with lowest life cycle cost following CIP plans.

Objective 4a. Implement CIP plans.

FINANCIAL IMPACT

Funding for this contract will come from the Housing (Non-City) Capital Fund Grant of 2016 authorized by the Department of Housing and Urban Development. There is no financial impact to the City's General Fund.

ATTACHMENTS:

Wall Insulation Contract for 74 Public Housing Units.

November 28, 2017

Page 3

Attachment No. 1 - Capital Improvement Contract A-8023

Attachment No. 2 - Bid Confirmation

CAPITAL IMPROVEMENT CONTRACT

Contract No: **A-8023**

Name of Contractor: A. Bates G.C., Inc.

Address: 4685 Runway, Unit 6, Simi Valley, CA 93063

Project description: Insulation Installation Project at Pleasant Valley Village (CAL 31-4)

This Capital Improvement Contract ("**Contract**") is made at Oxnard, California, as of this 1st day of December, 2017 between the Housing Authority of the City of Oxnard, called herein the "**Authority**", and the above-named contractor ("**Contractor**") for the construction of the capital improvement project described herein. The parties hereto agree as follows:

1. Type of Contract

This contract is a firm-fixed price contract as defined by 24 CFR 85.36(d)(2) and the Department of Housing and Urban Development (HUD) Handbook 7460.8, Rev. 2.

2. Contract Price

Contractor shall perform the work described in **Exhibit A**, attached hereto and incorporated herein by this reference, Authority shall pay Contractor, as described in **Exhibit B**, attached hereto and incorporated herein by this reference, in full payment for said work, the following sum: **\$262,100**

The above sum includes all taxes and the costs of any required bonds, required certificates and permit fees.

3. Payment Schedule

Authority shall pay Contractor no later than 30 calendar days after Authority accepts Contractor's invoices and Authority shall make final payment no later than 60 calendar days after Authority has issued and approved a certificate of completion for the work contemplated herein, provided that the Authority may withhold from progress payments an amount equal to 5 percent of the progress payment and may withhold from final payment an amount sufficient to protect the Authority from disputes equivalent to 150 percent of the value of any disputed amount of work.

4. Scope of Work

Contractor shall furnish all tools, equipment, apparatus, facilities, labor and materials necessary to, and shall perform and complete in a good, safe and workmanlike manner, the work described in Exhibit A.

5. Contract Documents

The complete Contract consists of all the following, which are specifically incorporated herein by reference:

- a. Change Orders
- b. Contract Amendments – **001** and **002**
- c. This Contract
- d. Amendments to HUD Form 5370
- e. HUD Form 5370 General Conditions for Construction Contracts – Public Housing Programs
- f. Specifications
- g. Plans
- h. Permits
- i. Contractor's bid proposal and list of subcontractors (if applicable).
- j. Addenda to Notice Inviting Bids:
- k. The Notice Inviting Bids
- l. Performance and payment bonds as required by the specifications and applicable law. Unless otherwise specified, each such bond shall be 100 percent of the Contract price.
- m. Insurance as required by the specifications and applicable law.
- n. All applicable wage determinations, safety and health regulations, non-discrimination provisions, labor standards, and requirements if the Contract is federally assisted. This includes but is not limited to such items enumerated in the specifications and addenda thereto.

6. Indemnity

Contractor agrees to indemnify, hold harmless and defend Authority, its Commission, and each member thereof, and every officer, employee, representative or agent of Authority, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Contractor or its agents, employees, Subcontractors, Contractors, and other persons acting on Contractor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its agents, employees, subcontractors, consultants and other persons acting on Contractor's behalf would be held strictly liable.

7. Time for Performance

The time limit for the completion of the work is **200 working days** after receipt of the Notice to Proceed.

Contractor shall not perform any work until the Authority issues a Notice to Proceed. Work will be completed within the time limit specified above and in the Notice to Proceed.

8. Acknowledgement

Contractor by signing hereunder acknowledges that he has reviewed all the foregoing documents and agrees with the requirements, conditions and covenants contained therein.

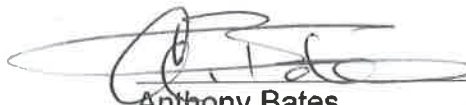
[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO AGREEMENT

CITY OF OXNARD

A. BATES GC, INC.

Tim Flynn Date
Chairman

 11-8-17

Anthony Bates Date
President

APPROVED AS TO FORM:



Stephen M. Fischer Date
Housing General Counsel 11/21/17

APPROVED AS TO INSURANCE:

 11/13/17

Rhonda Hodge Date
Housing Finance Officer

APPROVED AS TO COMPLIANCE:

 11/6/17

Deborah Jones Date
Housing Contract Administrator

EXHIBIT A
Scope of Work

EXHIBIT A SCOPE OF WORK

The purpose of the project is to install insulation to the walls of approximately 64 units, (37 buildings) and the on-site Community Center at Pleasant Valley Village (CAL 31-4).

The contractor will obtain all required permits and inspections in accordance with industry standards and policy of the City of Oxnard. The Contractor shall obtain one permit for each building involved in the project.

Contractor shall supply trained, qualified and technically skilled journeymen, directly employed and supervised by the Contractor. All supervision, installed repair parts, consumable materials, equipment, tools, and; each and every item of expense necessary for the installation of insulation, shall hereinafter be called the "Work".

Location of the Project:

Pleasant Valley Village (CAL 31-4) (37 Buildings, 64 Units)

Pleasant Valley Village is comprised of 98 apartment units located along Trevino Terrace and Squires Drive, from which only 37 two-story buildings (64 Units) will get the insulation.

The Village is located south of Pleasant Valley Road in South Oxnard as shown below. (See related exhibit and site plan)

802-836 Trevino Terrace (Even numbers only/ 18 units/ 9 buildings)
 5150-5184 Squires Drive (Even numbers only/18 units/ 9 buildings)
 5220-5274 Squires Drive (Even numbers only/ 22 units/ 11 buildings)
 5245-5275 Squires Drive (Odd numbers only/ 16 units/ 8 buildings)
 5243 Squires Drive/ Community Center

Scope of Work:

The scope of work includes, but is not limited to: removal of the existing stucco from **37**, 2-story buildings, adding insulation to the walls, covering the insulation with plywood, re-stuccoing the affected walls, and painting each entire building as addressed and described in the scope of work below.

The scope of work varies from building to building, however; the buildings are categorized as **4 Typical Buildings** and **1 Community Center** described below: (See related exhibits, site plan, and floor plans)

1. **Type B Buildings:** Typical 2-2 bedroom unit buildings with storage on each side.
2. **Type B-1 Buildings:** Typical 3-2 bedroom unit buildings with storage on each side.
3. **Type B-2 Buildings:** Typical 13-2 bedroom unit buildings with storage in the back.
4. **Type C Buildings:** Typical 19-3 bedroom unit buildings with storage in the back.
5. **Community Center:** 1-1 story building located at 5243 Squires Drive.

Type B Buildings: (2 Typical Buildings)

1. Cut, remove, and dispose (recycle) the existing stucco and lath from three (3) sides of the building as indicated on the drawings and as describe below. (See floor Plans)

A 10'-8" W by 16'-8" H from both ends of the buildings

A 10'-8" W by 16'-8" H from the back of the buildings

Note 1: Contractor to determine the exact locations and limits of the cuts on the buildings to minimize damage to the buildings and to rebuild the removed areas easily. (i.e.,) location of the studs, sill-plates, and headers)

Note 2: Contractor shall leave at least 6" of the existing stucco lath all around the opening to overlap with the new stucco lath.

2. Install R-13 insulation batts between all the studs (8 spans on end sides and 8 spans in the back) regardless of existing insulation in the walls, if any.

3. Install ½-inch plywood over the compacted insulation to cover the entire opening and nail it to the existing studs per UBC nailing requirements.

4. Install stucco lath over the plywood and nail them properly to the existing studs per required lath nailing code. Overlap the new lath with the existing lath at least 6" all around and overlap the new laths per UBC overlapping requirements.

Note 1: Install galvanized corner beads around the new plywood if the new plywood is not level with the existing stucco around the perimeter. Install metal sill screed if needed.

Note 2: Contractor is required to complete steps 1, 2, 3, and 4 on day one. This is important for two reasons: to secure walls from vandalism and to protect walls and units from inclement weather overnight.

5. Apply three (3) coats (Scratch coat, Brown coat, and Finish coat) of stucco over the lath to finish and blend in the new stucco with the existing stucco around the opening.

6. Prepare buildings for painting: This include but is not limited to the following: pressure washing the walls, removing mildew, mud, etc.; patching any damages such as flaking stucco and cracks; sanding, fixing the damages on the door jambs with wood putty and/or caulking, sanding attic access louvers, etc.

7. Paint the new stucco area with primer paint with good even coverage
8. Paint each building with at least two (2) coats on the newly insulated walls and at least 1 coat on the existing walls and as many coats as needed for good even coverage. Painting includes all exterior doors, access louvers and gas meters.

Note: **Exclude** painting of the eaves, fascia boards, and windows from the scope of work.

Type B-1 Buildings: (3 Typical Buildings)

Scope of work for B-1 buildings is similar to B buildings except there is no insulation at the back of the buildings. (See floor plans).

1. Cut, remove, and dispose (recycle) of the existing stucco and lath from 2 sides of the buildings as indicated on the drawings and as described below.

A 10'-8" W by 16'-8" H from both ends of the buildings

Note 1: Contractor to determine the exact locations and limits of the cuts on the buildings to minimize damage to the buildings and to rebuild the removed areas easily. (i.e., location of the studs, sill-plates, and headers)

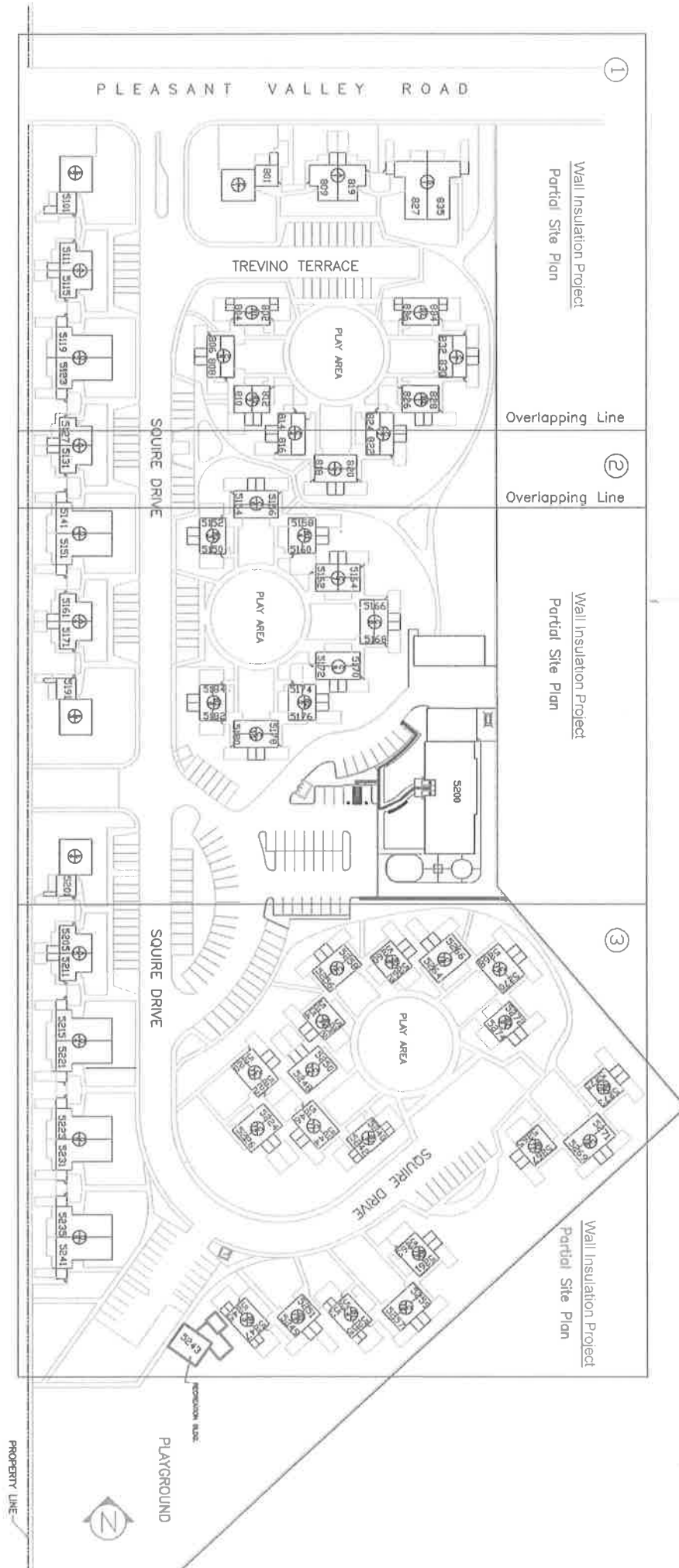
Note 2: Contractor shall leave at least 6" of the existing stucco lath all around the opening to overlap with the new stucco lath.

2. Install R-13 insulation batts between all the studs (8 spans on end side) regardless of existing insulation in the walls, if any.
3. Install ½-inch plywood over the compacted insulation to cover the entire opening and nail it to existing studs per UBC nailing requirements.
4. Install stucco lath over the plywood and nail it properly to the existing studs per required lath nailing code. Overlap the new lath with the existing lath at least 6" all around and overlap the new laths per UBC overlapping requirements.

Note 1: Install galvanized corner beads around the new plywood if the new plywood is not level with the existing stucco around the perimeter. Install metal sill screed if needed.

Note 2: Contractor is required to complete steps 1, 2, 3, and 4 on the day one of construction. This is important for 2 reasons: to secure walls from vandalism and to protect walls and units from inclement weather overnight.

Pleasant Valley Site Plan
NOT TO SCALE / 15- 1 STORY BUILDINGS / 37- 2 STORY BUILDINGS
Wall Insulation Project



1

Wall Insulation Project Partial Site Plan

Overlapping Line

2

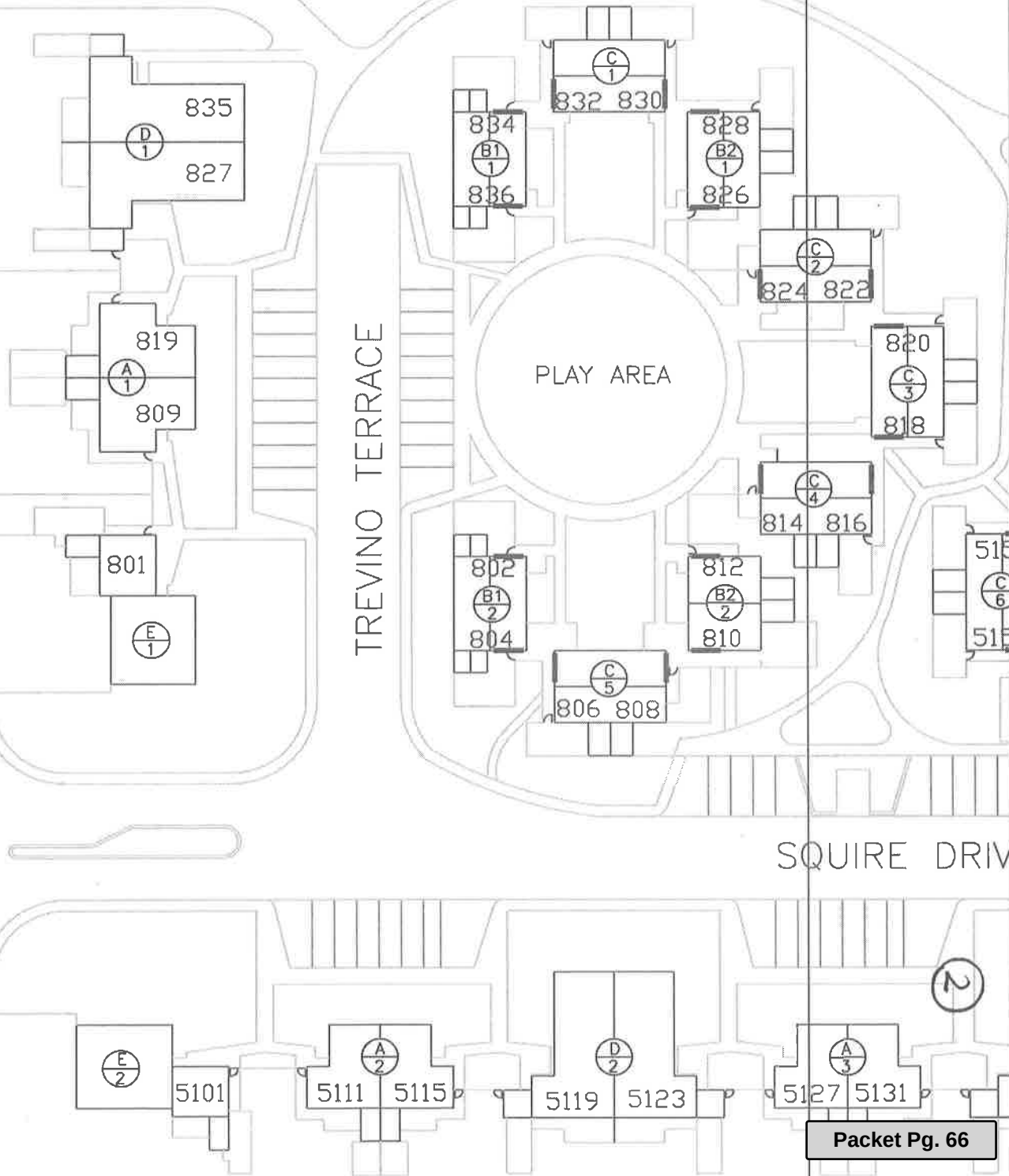
Overlapping Line

PLEASANT VALLEY ROAD

TREVINO TERRACE

PLAY AREA

SQUIRE DRIVE

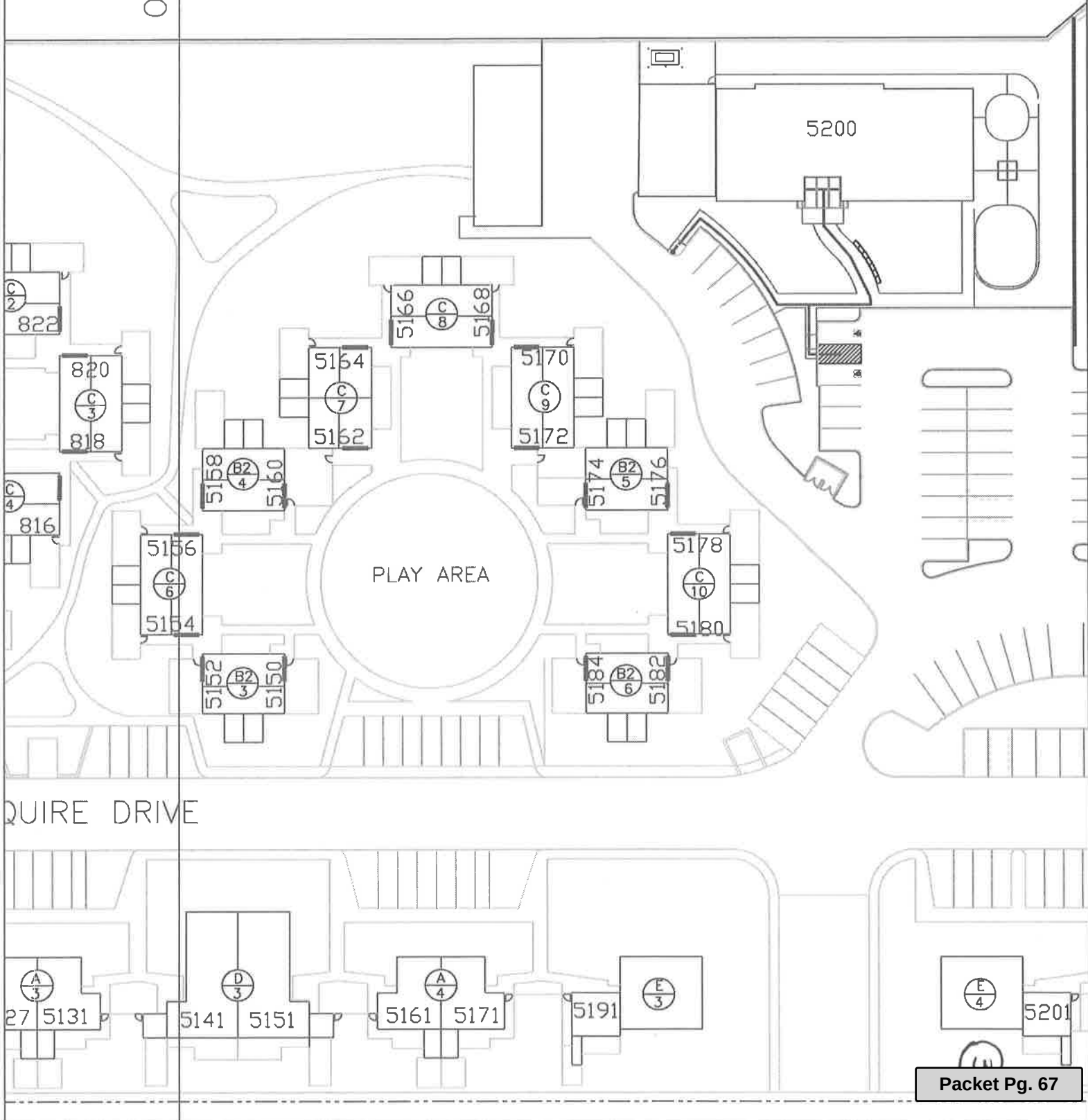


2

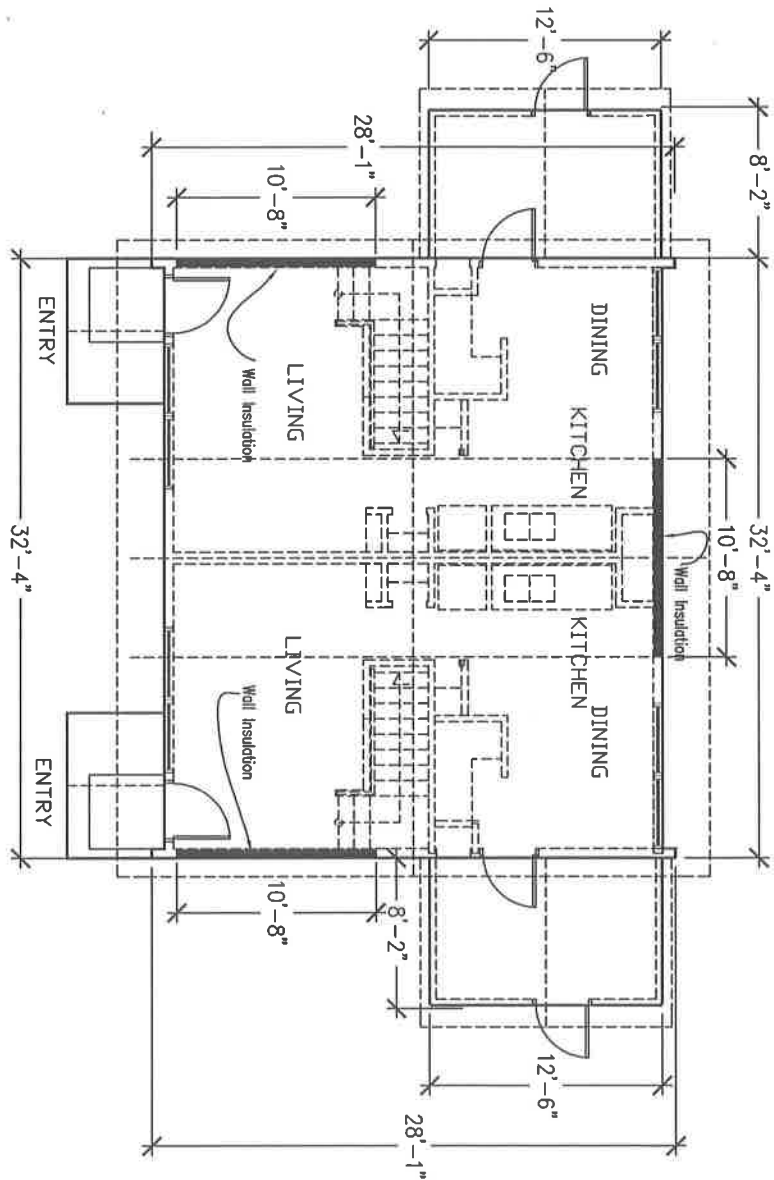
Overlapping Line

Wall Insulation Project

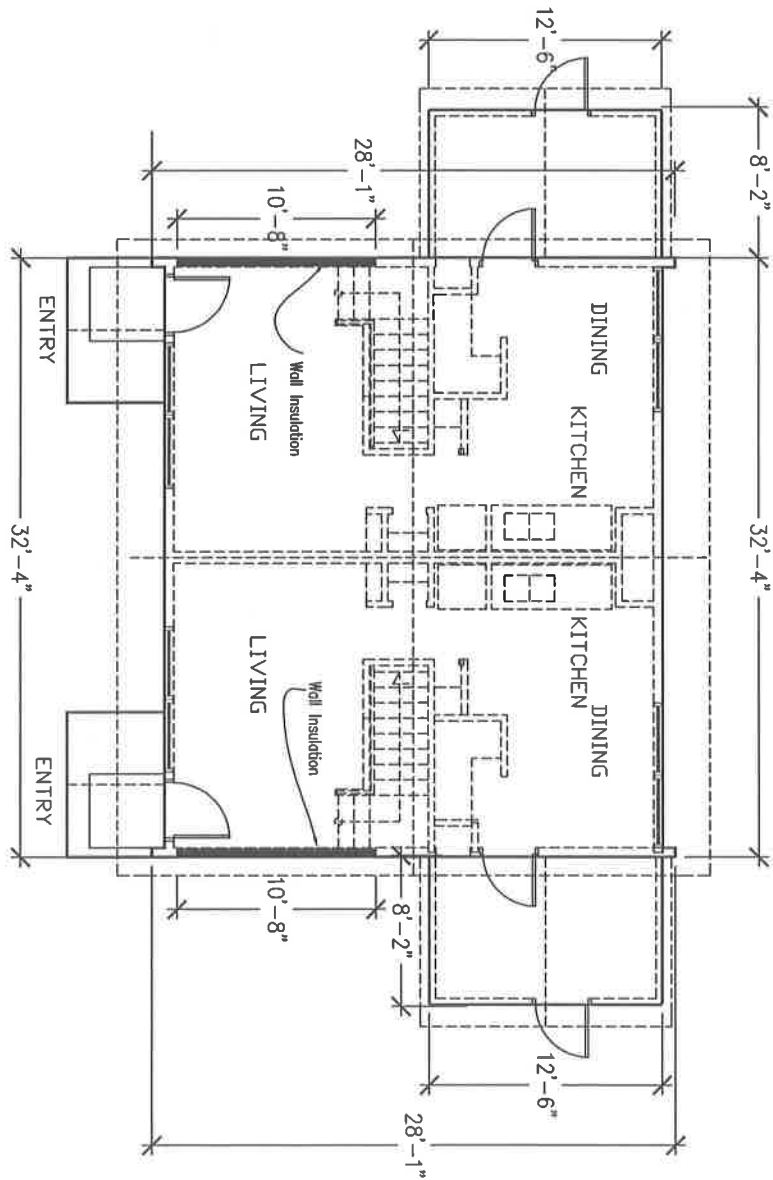
Partial Site Plan



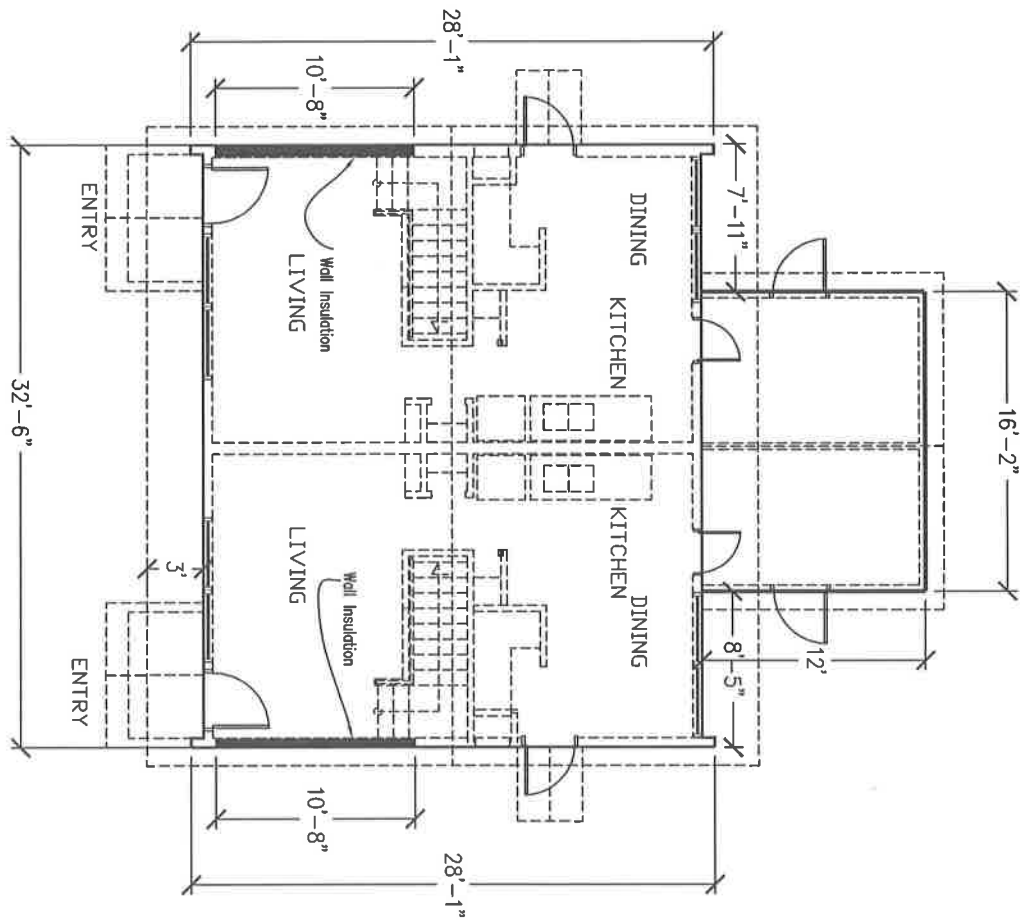




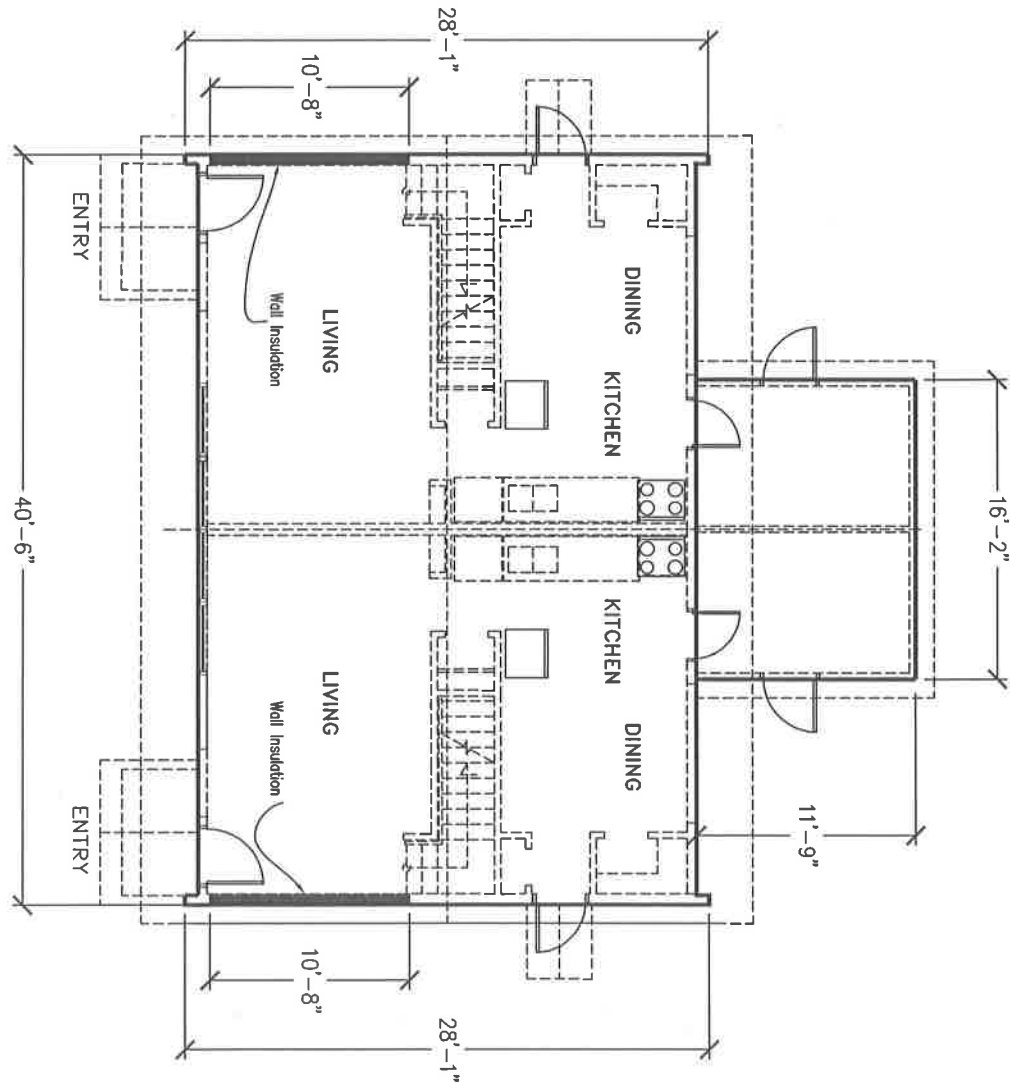
(2) Two Bedroom Units / Floor Plan
Type B Buildings / 2 Counts



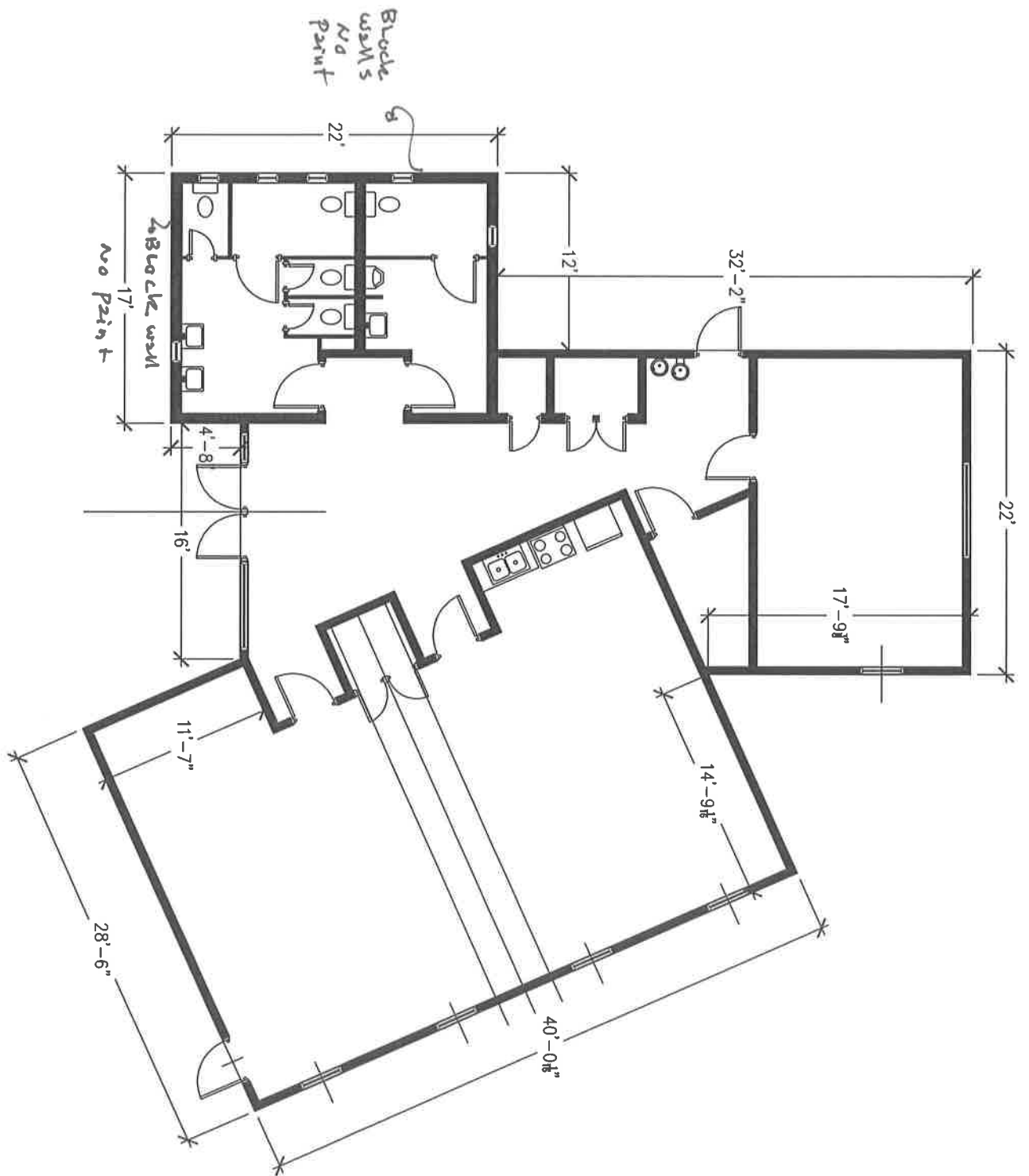
(2) Two Bedroom Units / Floor Plan
Type B-1 Buildings / 3 Counts



(2) Two Bedroom Units / Roof Plan
Type B-2 Buildings / 13 Counts



(3) Three Bedroom Units /Roof Plan
Type C Buildings / 19 Counts



Community Center Bldg.

5243 Squires Drive

EXHIBIT B
SCHEDULE OF RATES

HOUSING AUTHORITY OF THE CITY OF OXNARD

BID SCHEDULE – SCHEDULE OF WORK AND PRICES: INSULATION INSTALLATION PROJECT AT PLEASANT VALLEY VILLAGE (CAL 31-4) IN ACCORDANCE WITH THE CONSTRUCTION DOCUMENTS AND SPECIFICATIONS LISTED IN SECTION "B"

The grand total submitted is subject to verification. If any discrepancy is found, the sum of the item totals will govern.

No	Scope of work	Bldg	Unit Price	Bid Price
1	Type B Buildings: Typical 2-2 bedroom unit buildings with 1 storage on each side. Bid price per scope of work	2	\$6000.	\$12,000
2	Type B-1 Buildings: Typical 3-2 bedroom unit buildings with 1 storage on each side. Bid per scope of work	3	\$7,200	\$21,600
3	Type B-2 Buildings: Typical 13-2 bedroom unit buildings with 1 storage in the back. Bid price per scope of work	13	\$6000	\$78,000
4	Type C Buildings: Typical 19-3 bedroom unit buildings with 1 storage in the back. Bid per scope of work	19	\$7,500	\$142,500
5	Community Center: 1-1 story building located at 5243 Squires Drive. Bid price per scope of work	1	\$8000.	\$8,000.
Grand Total for 38 Buildings				\$262,100

Note: - All prices shall include labor and material costs, and delivery charges, equipment cost, taxes and all other applicable costs.

- Time limit for completion of the project is **Two Hundred {200} working days.**
- Upon OHA request, the successful bidder, and/or "sub-contractor", shall submit a more detailed cost estimate, and a construction time line and schedule.



Federal ID: 41-2208746 CA Contractors License Number: 902289Company Name: A. Bates Gc IncSignature:  Date: OCT 19, 2017Printed Name: Anthony Bates**Important Note:**

Due to budgetary restraints, the Oxnard Housing Authority reserves the right to award any, none, or all of the above items as deemed necessary up to the budget limit. Therefore, the contractors shall submit bid prices on all items in the above schedule so that a fair assessment of the cost can be made.

ACKNOWLEDGEMENT OF AMENDMENT/BID SCHEDULE

**INSULATION INSTALLATION PROJECT AT PLEASANT VALLEY VILLAGE
(CAL 31-4)**

The following addenda are acknowledged (contractor must fill in number and date of each addenda or enter the word "none" if appropriate):

No.	Dated	No.	Dated
<u>1</u>	<u>Sept 15, 2012</u>		
<u>2</u>	<u>Oct 10, 2017</u>		

EXHIBIT “INS-3”
Insurance Requirements

INSURANCE REQUIREMENTS FOR SMALL/MEDIUM CONSTRUCTION AND SERVICES CONTRACTS (WITH BUILDER'S RISK REQUIREMENT)

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

a. Commercial General Liability Insurance, including a Contractual Liability Endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG0001ED, November 1988) If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA000T, ED June 1992) covering Code No. 1, "any auto";

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

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with Authority named as Owner and Insured.

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

2. Contractor shall, prior to performance of any services, file with the Administrative Services Manager certificates of insurance with original endorsements effecting coverage required by this Attachment INS-3. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Administrative Services Manager. All certificates and endorsements are to be received and approved by the Administrative Services Manager before work commences. Authority reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Administrative Services Manager, addressed as follows:

Oxnard Housing Authority
Deborah Jones
Reference No.
435 South D Street
Oxnard, California 93030

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Administrative Services Manager. The Administrative Services Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers. The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Attachment INS-3 or substitute forms containing the same information and acceptable to the Administrative Services Manager shall be used to provide the endorsements.

5. The coverages provided to Authority shall be primary and not contributing to or in excess of any existing Authority or City of Oxnard insurance or self-insurance coverages. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Administrative Services Manager. At the option of the Administrative Services Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority, its Commissioners, officers, employees, agents and volunteers and the City of Oxnard, its City Council, officers, employees, agents and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Administrative Services Manager.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 11/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ProWorks Insurance Services Inc 727 Silver Spur Road Suite #200 Rolling Hills Estates, CA 90274		CONTACT NAME: PHONE (A/C, No, Ext): 310-265-9600 E-MAIL ADDRESS: csr@proworksins.com FAX (A/C, No): 310-265-9700															
INSURED A Bates G C Inc. 4685 Runway Street, Unit G Simi Valley CA 93063		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Allied World Surplus Lines</td> <td>24319</td> </tr> <tr> <td>INSURER B : Westco Insurance Company</td> <td>25011</td> </tr> <tr> <td>INSURER C : StarStone National Insurance Company</td> <td>25496</td> </tr> <tr> <td>INSURER D : Westchester Surplus Lines</td> <td>10172</td> </tr> <tr> <td>INSURER E : Allied World Surplus Lines</td> <td>24319</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allied World Surplus Lines	24319	INSURER B : Westco Insurance Company	25011	INSURER C : StarStone National Insurance Company	25496	INSURER D : Westchester Surplus Lines	10172	INSURER E : Allied World Surplus Lines	24319	INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A : Allied World Surplus Lines	24319																
INSURER B : Westco Insurance Company	25011																
INSURER C : StarStone National Insurance Company	25496																
INSURER D : Westchester Surplus Lines	10172																
INSURER E : Allied World Surplus Lines	24319																
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	5057-1547	09/15/2017	09/15/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 250
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	WPP1553858	05/11/2017	05/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 1,000
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	X	X	73062A170ALI	09/15/2017	09/15/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Pollution	X	X	G4665352A 001	06/14/2017	06/14/2018	Aggregate Limits: \$2,000,000 Deductible: \$2,500 Limits: \$1,000,000 occ Aggregate: \$1,000,000 Deductible: \$2500
E	Pollution	X	X	5057-1547	09/15/17	09/15/2018	Aggregate Limits: \$2,000,000 Deductible: \$2,500 Limits: \$1,000,000 occ Aggregate: \$1,000,000 Deductible: \$2500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Oxnard Housing Authority, its commissioners, officers, employees, agents, volunteers and the City Of Oxnard, its City Council, officers, directors, agents, employees, volunteers are named as Additional Insured per General Liability endorsements which includes primary and non-contributory. Waiver of Subrogation in favor the Additional Insured per the endorsement.

CERTIFICATE HOLDER

CANCELLATION

Oxnard Housing Authority City Of Oxnard 435 S D Street Oxnard, CA 93030 Attn: Deborah Jones copy	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Christian Brborich/
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 5057-1547

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract or written agreement, provided such contract or agreement was executed prior to the date of loss, injury or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This endorsement, effective: 09/15/2017
 (at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations)
 forms a part of Policy No: 5057-1547
 Issued to: A Bates G C Inc.
 By: Allied World Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract or written agreement, provided such contract or agreement was executed prior to the date of loss, injury or damage.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

It is agreed that the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury", "property damage", or "environmental damage" arising out of "your work" performed under a contract with that person or organization, provided such contract or agreement was executed prior to the date of loss, injury or damage. This waiver applies only to the person or organization shown in the Schedule above.

All other terms, conditions and exclusions under the Policy are applicable to this Endorsement and remain unchanged.

This endorsement, effective: 09/15/2017

(at 12:01 A.M. standard time at the address of the Named Insured as showing in the Declarations)

forms a part of Policy No: 5057-1547

Issued to: A Bates G C Inc.

By: Allied World Surplus Lines Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY / NON-CONTRIBUTORY INSURANCE ENDORSEMENT (BLANKET)

Name of Person or Organization	Name of Project
Any person or organization to whom the Named Insured has agreed by a written contract that was fully executed prior to an "occurrence" that such person or organization be added as an additional insured under this policy on a primary and noncontributory basis, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to "occurrences" subsequent to the making of such fully executed written contract otherwise covered by this policy.	Where specified by fully executed written contract that was fully executed prior to an "occurrence".
Effective Date: 09/15/2017	

It is agreed that this policy is amended as follows:

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to the person or organization named in the above Schedule shall be primary to, and non-contributory with, any other insurance available to such person or organization, but only as respects liability resulting from "your work" performed by the Named Insured at the project designated in the Schedule above for the person or organization named in the Schedule above.

This endorsement applies only to "bodily injury" or "property damage" caused by an "occurrence" under Coverage A and not otherwise excluded in the policy.

All other terms, conditions and exclusions under the policy are applicable to this endorsement and remain unchanged.

POLICY NUMBER: WPP1553858 00

COMMERCIAL AUTO
CA990187 0715**This Endorsement Changes The Policy. Please Read It Carefully****BUSINESS AUTO COVERAGE EXPANSION
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the COVERAGE FORM apply unless modified by the endorsement.

A. Newly Acquired or Formed Organizations, Employee Hired Car Liability and Blanket Additional Insured Status for Certain Entities.Item 1. Who is an Insured of Paragraph A. Coverage under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

- d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership of a majority interest (greater than 50%), will qualify as a Named Insured; however,
 - (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) coverage does not apply to "bodily injury", "property damage" or "covered pollution cost or expense" that results from an "accident" which occurred before you acquired or formed the organization; and
 - (3) coverage does not apply if there is other similar insurance available to that organization, or if similar insurance would have been available but for its termination or the exhaustion of its limits of insurance.

This insurance does not apply if coverage for the newly acquired or formed organization is excluded either by the provisions of this coverage form or by endorsement.

- e. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f. Any person or organization you are required by written contract or agreement to name as an additional "insured", but only with respect to liability created in whole or in part by such agreement.

B. Increase Of Loss Earnings PaymentSubpart (4) of a. **Supplementary Payments** of Item 2. **Coverage Extensions** of Paragraph A. **Coverage under SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to read:

- (4) We will pay reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 per day because of time off from work.

C. Fellow Employee Injured By Covered Auto You Own Or HireItem 5. **Fellow Employee** of Paragraph B. **Exclusions** under **SECTION II – COVERED AUTOS LIABILITY COVERAGE** is amended to add:

This exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. Such coverage as is afforded by this provision is excess over any other collectible insurance.

D. Limited Automatic Towing Coverage

Item **2. Towing**, of Paragraph **A. Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

2. Towing

We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto".

- a. The limit for towing and labor for each disablement is \$500;
- b. No deductible applies to this coverage.

E. Item 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects or Missiles of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

Glass Repair Coverage

We will waive the Comprehensive deductible for Glass, if one is indicated on your covered "auto", for glass repairs. We will repair at no cost to you, any glass that can be repaired without replacement, provided the "loss" arises from a covered Comprehensive "loss" to your "auto".

F. Increase Of Transportation Expense Coverage

Subpart **a. Transportation Expenses** of Item **4. Coverage Extensions** of Paragraph **A. Coverage** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage or Theft Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

G. "Personal Effects" Coverage

Item **4. Coverage Extensions** of Paragraph **A. Coverage**, under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Coverage

We will pay actual cash value for "loss" to "personal effects" of the "insured" while in a covered "auto" subject to a maximum limit of \$2,500 per "loss", for that covered "auto" caused by the same "accident". No deductible will apply to this coverage.

H. "Downtime Loss" Coverage

Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Downtime Loss" Coverage

We will pay any resulting "downtime loss" expenses you sustain as a result of a covered physical damage "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide "downtime loss" beginning on the 5th day after we have given you our agreement to pay for repairs to a covered "auto" and you have given the repair facility your authorization to make repairs;
- b. Coverage for "downtime loss" expenses will end when any of the following occur:
 - (1) You have a spare or reserve "auto" available to you to continue your operations.
 - (2) You purchase a replacement "auto".
 - (3) Repairs to your covered "auto" have been completed by the repair facility and they determine the covered "auto" is road-worthy.
 - (4) You reach the 30 day maximum coverage.

- I. Item **4. Coverage Extensions**, of Paragraph **A. Coverage**, under **SECTION III. PHYSICAL DAMAGE COVERAGE**, is amended to add:

We will pay any resulting rental reimbursement expenses incurred by you for a rental of an "auto" because of "loss" to a covered "auto" up to a maximum of \$100 per day, for a maximum of 30 days for the same physical damage "loss", subject to the following conditions:

- a. We will provide rental reimbursement incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy expiration, with the number of days reasonably required to repair or replace the covered "auto". If the "loss" is caused by theft, this number of days is the number of days it takes to locate the covered "auto" and return it to you or the number of days it takes for the claim to be settled, whichever comes first.
- b. Our payment is limited to necessary and actual expenses incurred.
- c. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- d. If a "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

J. **"Personal Effects" Exclusion**

Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to add:

"Personal Effects" Exclusion

We will not pay for "loss" to "personal effects" of any of the following:

- a. Accounts, bills, currency, deeds, evidence of debt, money, notes, securities or commercial paper or other documents of value.
- b. Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry; watches; precious or semi-precious stones.
- c. Paintings, statuary and other works of art.

- d. Contraband or property in the course of illegal transportation or trade.
- e. "Loss" caused by theft, unless there is evidence of forced entry into the covered "auto" and a police report is filed.

K. **Accidental Airbag Discharge Coverage**

Item **3.a.** of Paragraph **B. Exclusions** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to read:

- a. Wear and tear, freezing, mechanical or electrical breakdown. The exclusion relating to mechanical break-down does not apply to the accidental discharge of an air bag.

L. **Loan or Lease Gap Coverage**

Paragraph **C. Limit Of Insurance** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - (4) Security deposits not refunded by the lessor; and
 - (5) Carry-over balances from previous loans or leases

M. Aggregate Deductible

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Regardless of the number of covered "autos" involved in the same "loss", only one deductible will apply to that "loss". If the deductible amounts vary by "autos", then only the highest applicable deductible will apply to that "loss".

N. Diminishing Deductible

Paragraph **D. Deductible** under **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended to add:

Any deductible will be reduced by the percentage indicated below on the first "loss" reported during the corresponding policy period:

Loss Free Policy Periods With the Expansion Endorsement	Deductible Reduction on the first "loss"
1	0%
2	25%
3	50%
4	75%
5	100%

If we pay a Physical Damage "loss" during the policy period under any BUSINESS AUTO COVERAGE FORM you have with us, your deductible stated in the Declarations page of each such COVERAGE FORM will not be reduced on any subsequent claims during the remainder of your policy period and your deductible reduction will revert back to 0% for each such COVERAGE FORM if coverage is renewed.

O. Knowledge of Loss and Notice To Us

Subsection **a.** of Item **2. Duties In the Event of Accident, Claim, Suit or Loss** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

However, prompt notice of the "accident", claim, "suit" or "loss" to us or our authorized representative only applies after the "accident", claim, "suit" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;

- (3) An "executive officer" or director, if you are a corporation;
- (4) A manager or member, if you are a limited liability company;
- (5) Your insurance manager; or
- (6) Your legal representative.

P. Waiver Of Subrogation For Auto Liability Losses Assumed Under Insured Contract

Item **5. Transfer Of Rights Of Recovery Against Others To Us** of Paragraph **A. Loss Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

5. Transfer of Rights of Recovery Against Others To Us

If any person or organization to or for whom we make payments under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after an "accident" or "loss" to impair them. However, if the insured has waived those rights to recover through a written contract, we will waive any right to recovery we may have under this Coverage Form.

Q. Insurance is Primary and Noncontributory

Subpart **a.** of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- a.** This insurance is primary and noncontributory, as respects any other insurance, if required in a written contract with you.

R. Other Insurance – Hired Auto Physical Damage

Subpart **b.** of Item **5. Other Insurance** of Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to read:

- b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
 - (1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

S. Unintentional Failure To Disclose Hazards

Paragraph **B. General Conditions** under **SECTION IV – BUSINESS AUTO CONDITIONS** is amended to add:

9. Your failure to disclose all hazards existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy, provided that such failure to disclose all hazards is not intentional. However, you must report such previously undisclosed hazards to us as soon as practicable after its discovery.

T. Additional Definition

SECTION V – DEFINITIONS is amended to add:

"Personal effects" means personal property owned by the "insured".

"Downtime loss" means actual loss of "business income" for the period of time that a covered "auto":

1. Is out of service for repair or replacement as a result of a covered physical damage "loss" and
2. Is in the custody of a repair facility if not a total "loss".

"Business Income" means:

1. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
2. Continuing normal operating expenses incurred, including payroll.

In this endorsement, Headings and Titles are inserted solely for the convenience and ease of reference. They do not affect the coverage provided by this endorsement, nor do they constitute any part of the terms and conditions of this endorsement. All other policy wording not specifically changed, modified, or replaced by this endorsement wording remains in effect.


A. Bates G.C., Inc.
Full Service Engineering
General Construction
Painting & Decorating
License# 902269 A,B & C -33
4685 Runway St. Unit "G"
Simi Valley, California 93063
Phone:805-520-1455 Fax:805-520-1456
Email: abatesgc@yahoo.com

Oxnard Housing Authority
435 South D Street
Oxnard CA 93030

October 23, 2017

Thank you for the opportunity to bid the Insulation Installation project. We are confirming our bid of \$262,100.00 for this project.

Sincerely,



Anthony M. Bates

President

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: November 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: Appropriation for Winter Warming Shelter

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

RECOMMENDATION:

That the City Council:

1. Approve a budget appropriation of \$56,673 from General Funds Reserve for the 2017–2018 Western Ventura County Winter Warming Shelter for the Homeless; and authorize the Housing Director to execute the necessary agreements with the City of San Buenaventura and the Downtown Ventura Organization to fund the operation of the Shelter.
2. Authorize that 90% of these resources be made available in advance to cover start-up and operations costs at the Winter Warming Shelter.
3. Authorize the City Manager or designee to execute any additional agreements and carry out all authorized expenditures related to implementation of the Winter Warming Shelter.

BACKGROUND

On Oct. 17, 2017, staff gave a verbal update to the City Council on efforts in process between the cities of Oxnard and Ventura, and the County of Ventura, to organize a winter shelter for the homeless. The presentation of Oct. 17 is summarized below. The current recommended action is for an appropriation of \$56,673 to support the shelter effort.

DISCUSSION

Between 2001 and 2014 (14 years), the Los Angeles-based Society of Saint Vincent de Paul operated the winter shelter for the homeless in west Ventura County. During this time, the shelter was held at the Oxnard and Ventura National Guard armories on alternate years. In 2015, the cities of Oxnard and Ventura, and the County of Ventura took over the organization of winter shelter for the homeless. During the last three years, the shelter has been held at the National Guard Armory in Oxnard - the last two years due to construction projects at the Ventura National Guard Armory.

Earlier in the year, the Ventura County Juvenile Justice Center was assessed by the County as a possible site for a temporary 24-hour winter shelter for the homeless. It was deemed not feasible due to excessive costs and the approval process timeline by the State of California for physical modifications needed. A Request for Proposals for a shelter operator was promulgated by the County, in partnership with the cities of Oxnard and Ventura. No bids were received.

The Need

The need for winter shelter for the homeless continues to be great, as shown by the shelter utilization data below.

Last year (2016-2017):

- Average nightly attendance: 93 persons per night (average attendance in 2015-2016 was 92 persons).
- Armory reached maximum capacity of 120 twice in January. WWS deployed additional resources (Oxnard Boys and Girls Club, Ventura Mission Church housed overflow).
- Wettest winter in 20 years and colder temperatures than in past years.

From 12/7/16 – 3/31/17: 10,699 Bed-nights

- Unduplicated Count: 610 Persons
 - 439 Males (72%)
 - 170 Females (28%)
 - (30 of the 610, or 5%, were children)
- WWS Clientele Place of Origin:
 - City of Oxnard: 356 Persons (58%)
 - City of Ventura: 116 Persons (19%)
 - Other places: 138 Persons (23%)

Efforts for Year-Round Shelters

Appropriation for Winter Warming Shelter

November 28, 2017

Page 3

In Oxnard, efforts are underway to expand Kingdom Center Transitional Housing for Women and Children. Presently, the City has issued a Request for Proposals, and two architectural firms are being considered. The selected firm will work to design handicap accessibility improvements and a design for expansion of the center, in order to increase its capacity to house additional homeless persons. The Housing Department also has a Site Search Committee that is looking at prospective properties for a year-round shelter.

The City of Ventura has also been searching for prospective sites for a year-round shelter, working in partnership with the County of Ventura. It recently approved \$300,000 of its Measure O funds for start-up costs for a year-round shelter for the homeless.

Anticipated Resources

The amount in anticipated resources from the City of Oxnard includes \$43,327 in Community Development Block Grant (CDBG) funds previously approved by the City Council for this purposed. The balance of the amount listed below is being requested from General Funds.

- City of Oxnard: \$100,000
- County of Ventura: \$120,000
- City of San Buenaventura: \$100,000

Total governmental
resources committed: \$320,000

Additional Anticipated Resources:

- California State EFSP Grant: \$ 25,000
- Private fundraising (goal): \$ 45,000
- Contributions to be requested from other cities (goal): \$ 10,000

Total Projected Resources: \$400,000

The total expenses for the 2016-17 Winter Warming Shelter (WWS) came to \$345,618 (not including the personnel cost associated with City staff time, which was absorbed by the City). The 2017-18 WWS operation will have expanded hours, from 6:00 p.m. to 7:30 a.m. (one and one-half hours more per day), which increases the cost charged by the California Military Department for the use of the Armory, and also increases the personnel cost for shelter staff and security. There are also eight nights when the armory will not be available and other arrangements will have to be made. The projected budget for this year's WWS operation will be approximately \$400,000, for an operation to run from December 15, 2017 through March 31, 2018.

As indicated by the fund-raising goals set forth above, the three governmental entities will strive to raise additional funds, above the \$320,000 committed by those three entities, in order to keep the WWS in operation through the month of March 2018, and beyond if possible.

The Plan

The partnership includes the City of Ventura (shelter host), City of Oxnard, and County of Ventura. It also includes the Downtown Ventura Organization (DVO), which will be the fiscal agent. Steven Karnazes, of Advanced Tactical Training Institute (ATTI) security firm, will act as the operator. The site for the shelter will be the Ventura National Guard Armory. An agreement has been signed between the DVO and Steven Karnazes to operate the shelter. Mr. Karnazes was the winter shelter operator the last two years, and reportedly did an excellent job overall, while having to deal with very difficult situations that arose at the shelter. Ventura City staff is awaiting return of the signed agreement from the National Guard Armory.

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 2. Address homelessness through the development and implementation of a multi-tiered strategy.

Objective 2a. Identify the City's homelessness mission and create a 5-year plan to address homelessness.

FINANCIAL IMPACT

The proposed action will require an appropriation of \$56,673 to General Fund Housing Homeless Professional Contract (Account No. 101-5105-804.82-09) from the General Fund Reserves. General Fund Reserves are estimated to be approximately \$19 million at June 30, 2018.

ATTACHMENTS:

Attachment A: BA Form-Winter Warming 17-18

REQUEST FOR BUDGET APPROPRIATION

Department: HousingDate: November 28, 2017

Project/Program _____

Manager: Arturo CasillasPhone: 805-385-8094**Reason for Appropriation:**

To appropriate General Fund Reserves to the Winter Warming Shelter

Accounts and Descriptions**AMOUNT**

Fund: GENERAL FUND (101)

Expenditures/Transfers Out**HOMELESS PROG ADMIN (5105)**

101-5105-804.82-09 CONTRACTS AND SERVICES / SVCS-OTHER PROF/CONTRACT 56,673

Sub-total Expenditure 56,673**Net Change to Fund Balance (56,673)**Net Appropriate Change 56,673**Approvals**

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____

BA Doc# (Finance Use Only) _____

Rev _____

Packet Pg. 93

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: November 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Wastewater Treatment Plant (OWTP) Flow Equalization Basin Pump Replacement (Purchase Order No. 6519)

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council:

1. Approve and authorize the City Manager to execute Purchase Order No. 6519 in the amount of \$90,309.12 to replace in the Wastewater Treatment Plant (OWTP) an existing Flow Equalization Basin (FEB) pump.
2. Approve a Budget Appropriation in the amount of \$90,309.12 for the purchase of the FEB pump in Wastewater Operations Fund account number 621-6205-891.86-06.

BACKGROUND

The Wastewater Treatment Plant (OWTP) utilizes flow equalization basins (FEB) to store treated wastewater during daytime and pump to the ocean outfall at nighttime to minimize energy cost. The FEB pumping station consists of three (3) vertical turbine pumps with two on duty and one on standby. Each pump has the ability to convey approximately 10 million gallons per day (MGD) of wastewater flow.

On May 14, 2017, FEB Pump #2 failed.

OWTP Flow Equalization Pump Replacement (Purchase Order No. 6519)

November 28, 2017

Page 2

The FEB pump is manufactured by Layne & Bowler, Inc. John Lisee Pumps is the only approved manufacturer representative in Southern California that can provide the complete pumping assembly required for replacement.

The total cost for replacement is \$90,309.12. The estimated lead time for the new pump is between 24 to 28 weeks.

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

Approval of this action would require an appropriation of \$90,309.12 for the purchase of the FEB Pump from John Lisee Pumps in Account No. 621-6205-891.86-06. Estimated FY 2016-17 fund balance is \$10.4 Million.

ATTACHMENTS:

Attachment A - Purchase Order No. 006519

Attachment B - SBA- WW Equip FEB Pump



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

CCRC
 6/20/17
REVIEWED

**PURCHASE
 ORDER NO.
 006519**

DATE: 10/2/2017

VENDOR PHONE: (562)927-2623

VENDOR FAX: (562)927-9676

VENDOR #: 2624

VENDOR ADDRESS: JOHN LISEE PUMPS INC
 P.O. BOX 2190
 BELL GARDENS, CA 90202-2190

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

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

DELIVER BY		REQUISITION #	REQUISITION DATE	CONFIRMED BY	
06/30/2018		0000003493	09/21/2017		
FOB		ACCOUNT NUMBER		AUTHORIZED BY	
		62162058918606		MARISELA HART	
ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE		UNIT COST	EXTENDED COST

1	LAYNE VERTI-LINE 16LM MIX FLOW PUMP	1.0000 90,309.12
	90,309.12 / DL	

TOTAL PURCHASE AMOUNT

\$90,309.12

In order to receive payment, email all invoices to:
invoices@oxnard.org

In the subject line, reference the Purchase
 Order number above.

AUTHORIZED SIGNATURE. _____

By acceptance of this purchase order, you agree to the attached terms and conditions of the City of Oxnard

PURCHASE ORDERS
TERMS AND CONDITIONS

The City Purchasing Officer and the Vendor agree as follows:

1. Vendor shall furnish to City the labor, materials, equipment, supplies and/or services described in the Purchase Order preceding this page.
2. City shall pay to Vendor the price, or prices, specified in the Purchase Order upon delivery of the labor, materials, equipment, supplies and/or services, and acceptance thereof by the City Purchasing Officer, or upon the completion of the services to be performed and acceptance thereof.
3. If the Purchase Order is continuing in nature, City shall pay to Vendor the amount due Vendor for labor, materials, equipment or supplies furnished, or services completed and accepted.
4. Vendor shall deliver the labor, materials, equipment or supplies, or cause the services to be performed, within the time and in the manner specified in the Purchase Order. Vendor shall be excused in performance for delays resulting from causes beyond the control of Vendor.
5. If services are performed or labor furnished to City under the Purchase Order, Vendor agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Agreement performed by Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Vendor or its agents, employees, subcontractors, consultants and other persons acting on Vendor's behalf would be held strictly liable. Vendor's obligation to defend shall arise when a claim, demand or action is made or filed, whether or not such claim, demand or action results in a determination of liability or damages as to which Vendor is obligated to indemnify and hold harmless.
6. Insurance
 - a) Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance coverage issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverage.
 - i. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability coverage (Occurrence Form CG0001ED, November 1988);
 - ii. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Auto Liability Insurance Services Office coverage (Occurrence Form CA000TED, June 1992) covering Code No. 1, "any auto";
 - iii. Workers' compensation insurance in compliance with the laws of the State of California, including employer's liability insurance in an amount not less than \$1,000,000 per claimant.
7. Vendor, in the performance of any services or the furnishing of any labor under this Purchase Order, shall be considered an independent contractor, and Vendor and Vendor's agents and employees shall not be considered officers or employees of the City.
8. Vendor, without the written consent of the City Purchasing Officer, shall not:
 - a) Assign the Purchase Order, or any interest therein, or any money due thereunder; or
 - b) Make any changes, alterations or variations in the terms of the Purchase Order.
9. The cost of inspection on deliveries, or offers to make deliveries that do not meet specifications, will be paid by Vendor or deducted by City from amounts due Vendor.
10. Vendor shall indemnify and hold harmless City, its officers and employees, from liability, claims, loss or expense of any kind or nature on account of any copyrighted or uncopyrighted composition, patented or unpatented process or invention, article or appliance furnished or used under this Purchase Order.
11. Vendor shall comply with all applicable federal, state and local ordinance, laws and regulations and shall obtain and pay for all required licenses and permits, including a City of Oxnard business license.
12. Return or exchange of materials, equipment or supplies will not be permitted without written approval by the City Purchasing Officer.
13. All materials, supplies and equipment furnished under the Purchase Order shall, where applicable, be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California and the Williams-Steiger Federal Occupational Health and Safety Act of 1970.
14. City may terminate this Purchase Order at any time by giving written notice of termination to Vendor. If termination is for cause, termination shall become effective on the date of the notice or at a later date, specified in the notice. If termination is without cause, termination shall become effective five days after the date of the notice or at a later date specified in the notice.
15. Vendor shall comply with all applicable equal employment opportunity requirements of the California Department of Fair Employment and Housing in performing or contracting for any services under this Purchase Order.
16. For public projects, Vendor shall pay prevailing wages in accordance with Labor Code Sections 1720 et seq.

ADDITIONAL REQUIREMENTS FOR GRANT-FUNDED PROJECTS

17. The following requirements apply to any Purchase Order funded in whole or in part by federal grant funds.
 - a) Upon expiration of the time specified on the reverse side, this Purchase Order shall terminate unless City and Vendor have mutually agreed in writing to an extension of time.
 - b) If legal action is brought by either party because the other has failed to comply with terms or conditions of this Purchase Order, the prevailing party shall be awarded its attorney's fees and costs in addition to its damages and/or equitable relief.
 - c) Vendor shall comply with all applicable requirements of Executive Order 11246 as amended by Executive Order 11375 and the regulations adopted pursuant thereto (41 CFR Chapter 60), which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin.
 - d) Vendor shall insure that the grantee (City), the Federal Grantor Agency, the Comptroller General of the United States, or any duly authorized representative, shall have access to any books, records, documents and papers, specifically relating to this Purchase Order, for the purpose of making audit, examination, excerpts and transcriptions for not less than three years after completion of the project and/or until the completion of the final project audit as required by the Federal Grants Agency.

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Thien Ng

Date: November 14, 2017
Phone: 271-2220

Reason for Appropriation:

Appropriates additional funds to cover Wastewater equipment purchase of a FEB Pump.

Accounts and Descriptions

AMOUNT

Fund: 621- WASTEWATER TREATMENT OPERATING FUND

Expenditures/Transfers Out

621-6205-891.86-06	CAP. OUTLAY EXPENDITURES / MACHINERY & EQUIP-NEV	<u>91,000</u>
	Sub-total Expenditures	<u>91,000</u>

Net Change to Fund Balance	<u>(91,000)</u>
-----------------------------------	------------------------

Net Appropriation Change	<u>91,000</u>
---------------------------------	----------------------

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

REQUIRES CITY COUNCIL AUTHORIZATION

BA# (Finance Use Only) _____
 BA Doc# (Finance Use Only) _____
 Rev _____

Packet Pg. 98

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 7

DATE: November 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Elm Street School Sewer Connection Project

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That the City Council:

1. Authorizes the City Manager to execute Agreement A-8021 (at no cost to the City) with the Oxnard School District for the Elm Street School Sewer Connection Project.
2. Approve a Budget Appropriation in the amount of \$124,525 to Project No. 18IN01 Elm Street School Sewer Connection Project. This amount to be from the Wastewater Capital Improvement Fund.

BACKGROUND

The Oxnard School District is constructing a new elementary school on Elm Street. The Oxnard School District initially proposed to connect from the school (located at Elm Street and Gisler Avenue) to the Saviers Road sewer main with a new 8-inch sewer pipeline. The proposed sewer line is approximately 1,100 feet long.

The sewer line, as proposed, has the following drawbacks:

- The long run of sewer pipe will promote nuisance odors.

Elm Street School Sewer Connection Project

November 28, 2017

Page 2

- The small diameter sewer pipe and length of run makes the line more susceptible to clogging.
- The combination of these factors will increase the frequency of maintenance required for this section of sewer line.

Based on the drawbacks identified, the City of Oxnard and the Oxnard School District met and developed an alternative solution to the originally proposed sewer line. The alternative solution is to connect the Oxnard School District sewer into the City's sewer system at Montrose Street.

Due to sewer capacity restrictions, the alternative pipeline will require upsizing about 670 feet of existing 8-inch sewer pipe to new 12-inch pipe along San Marino Street and adding a new connecting pipeline into the City's major sewer trunk line at the intersection of E. Iris Street and Saviers Road.

The alternative sewer pipeline solution will minimize nuisance odors, sewer clogging, collection system maintenance costs, and improve sewer hydraulic flow in the neighborhood area. The engineering estimate to construct the new sewer pipeline on Elm Street is \$688,500. This is \$107,288 more than the proposed option, which is estimated at \$581,212.

The responsibilities for each party under Agreement No. A-8021 are as follows:

City of Oxnard: (\$124,545)

- Design services including survey, potholing, preparation of construction plans (pipeline & traffic control), construction cost estimate (not required)
- Post design services including shop drawing reviews, responses to request for information (RFI), construction inspection, construction meeting attendance

Oxnard School District: (\$456,667)

- Project procurement
- Construction
- Change Orders
- Construction Safety

The Oxnard School District will pay for the total project cost under Agreement No. A-8021, including the Oxnard School District's portion (estimated at \$456,667) and the City of Oxnard's portion (estimated at \$124,545) for a total estimated project cost of \$581,212. The City of Oxnard will be fully reimbursed for the estimated \$124,545 by the Oxnard School District. Therefore, there is no cost to the City.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans

Elm Street School Sewer Connection Project
November 28, 2017
Page 3

adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Approval of this action would require an appropriation of \$124,545 for Other Reimbursements in Account No. (611-6106) and \$124,545 Design Services Account No. (611-6631) with Project No. 18IN01 Elm Street School Sewer Connection Project (non-capital)

ATTACHMENTS:

Attachment A: Agreement No. A-8021

Attachment B: SBA- Elm Street School Sewer

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF OXNARD
AND THE OXNARD SCHOOL DISTRICT REGARDING THE
ELM STREET SCHOOL SEWER CONNECTION PROJECT**

This Cooperative Agreement ("Agreement") is entered into by and between the City of Oxnard ("City") and the Oxnard School District ("District"). The Agreement is effective as of the date of execution by the last party to execute this Agreement ("Effective Date") for the purposes stated herein.

RECITALS

WHEREAS, the District is proposing a new sewer connection point coming from Elm School, which would connect all wastewater flow from Elm School to the City's sewer line that is currently capacity deficient, as verified through the City's hydraulic model;

WHEREAS, connecting Elm School could result in increased maintenance of the relevant sections of pipe and could potentially cause sanitary sewer overflows;

WHEREAS, the City therefore requires that the District: remove and replace approximately 670 feet of existing 8-inch pipe and replace with 12-inch pipe in the capacity deficient areas that are identified in the hydraulic model; install approximately 100 feet of new 12-inch sewer pipe on Iris Street and connect to the trunk line on Saviers Road; remove and replace four (4) sewer manholes; eliminate two (2) sewer manholes; and install one (1) new sewer manhole at the connection point (collectively the "Project");

WHEREAS, the District benefits from the Project because: the new connection point will allow the District to abandon its existing sewer lateral, which is located in the backyard of a residence on Elm Street; upsizing the City's sewer will allow the District to discharge at a higher flow rate; the Project will allow for optimal flow conditions at the District site, which will minimize potential sewer blockages and reduce odor issues in the system; this will reduce the District's maintenance costs; and a new connection point to the City's wastewater system will be more accessible as compared to existing connection;

WHEREAS, the City benefits from the Project because: it will reduce monthly maintenance costs by wastewater collection staff not having to service these capacity deficient sewer lines as frequently; the Project will reduce the risk for sanitary sewer overflows due to capacity restrictions; and the Project is needed to comply with the City's Sewer System Management Plan, which addresses capacity enhancement measures related to hydraulic deficiencies; and

WHEREAS, the parties propose a joint effort whereby the City designs and inspects the Project and the District advertises and constructs the Project.

COVENANTS

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the City and the District, the parties agree as follows:

A. The City shall:

1. Prepare the design plans and specifications for the Project that are reasonably acceptable to the District;
2. Pothole and survey the site, which is more specifically identified in the Project map attached hereto and incorporated herein as Exhibit A;
3. Develop a bid and construction schedule that is reasonably acceptable to the District;
4. Respond to requests for information regarding the Project; and
5. Provide construction inspection.

B. The District shall:

1. Advertise, award and administer contract(s) for construction of the Project, including requiring that all such contracts have the following provisions:
 - a) Insurance language at least as required in Exhibit INS-G, which is attached hereto and incorporated herein by this reference.;
 - b) Language stating that to the maximum extent permitted by law, the Contractor shall, at its sole cost and expense, defend with competent defense counsel approved by the City Attorney, protect, indemnify, and hold harmless the City, its officials, officers, employees, agents, successors, and assigns (collectively "Indemnitees") from and against any and all claims, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses in any manner arising out of, incident to, related to, in connection with or resulting from any negligent, reckless or willful act, failure to act, error or omission of the Contractor or any of its officers, agents, attorneys, servants, employees, Subcontractors, material suppliers or any of their officers, agents, servants or employees, with respect to the contract documents, excluding Indemnitee's sole negligence or willful misconduct to the limited extent that the underlying contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying contract is subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction (individually, a "Claim," or collectively, "Claims"); and
 - c) Require the payment of prevailing wages and insert all required provisions of the California Labor Code including but not limited to Sections 1725.5, 1771.1, 1771.4(a)(1), 1771.4(a)(2), 1773.2, 1775, 1776, 1777.5, 1777.6, 1777.7, 1781(a)(2)(B), 1810, 1813, 1815, 1860 and 1861;

2. Ensure that all required insurance policies and bonds include the City as an additional insured or bondholder;

3. Review and process all change order requests subject to the written approval of the City;

4. Hold and attend regular construction meetings;

5. Ensure construction safety;

6. Ensure that construction is in accordance with the design plans and specifications and that the construction is advancing on schedule;

7. Complete the Project in compliance with all applicable legal requirements;

8. Respond to all requests for information related to the Project; and

9. Make changes or modifications to final plans, specifications and "as-builts" for the Project as needed throughout construction and turn over all of these documents to the City on or before the District records the deed to the Project in the City's name.

10. Ensure that the sewer flow to the Montrose connection shall not exceed 92 gallons per minute and that the sewer flow to the Gisler connection shall not exceed 70 gallons per minute.

11. The District shall reimburse the City for all design and post-design services costs in accordance with Exhibit B, which is attached hereto and incorporated herein by this reference.

C. General terms:

1. Once accepted, the District shall give the City the deed to the Project such that all pipelines, connections, manholes and appurtenant infrastructure related to this Project shall be the property of the City.

2. The City and the District agree to cooperate with each other in good faith and acknowledge that, for all matters in this Agreement, time is of the essence.

3. The parties mutually agree to share, to the extent not otherwise prohibited by law or by legal or trade secret privilege, all information required to develop, prepare and submit documents required for the Project. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the parties shall be provided "as is" and without warranties as to accuracy or as to any other characteristic, whether express or implied. The intent of this data-sharing provision is to facilitate the Project. The parties agree not to use such data for tasks not related to the Project, unless required by law or agreed to by both parties in writing.

4. Each party agrees to provide the consultant(s) and contractor(s) for the Project at no cost an encroachment permit and any other legal permission required to enter that party's property, subject to applicable laws, rules, and policies, and complete the work as described herein.

5. This Agreement shall commence on the Effective Date and shall terminate on the date that the District records the deed to the Project in the City's name.

6. This Agreement, including all exhibits, constitutes the entire and integrated agreement of the parties regarding the subject matter of this Agreement. This Agreement supersedes all prior oral or written communications, negotiations, representations, agreements and promises.

7. In the event of any asserted ambiguity in or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation holding against the party who causes the uncertainty to exist or against the party who drafted the whole or a portion of the Agreement.

8. If any term, clause, or provision of this Agreement is held to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected, but shall remain in full force and effect in accordance with the terms hereof.

9. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Ventura County Superior Court.

10. No variation, modification, change, or amendment of this Agreement shall be binding upon either party unless such variation, modification, change, or amendment is in writing and duly authorized and executed by both parties.

11. No waiver of any breach or default by either party shall constitute a waiver of any other breach or default, nor shall any such waiver constitute a continuing waiver.

12. Neither party shall assign this Agreement or any of such party's interest, rights, or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party may assign this Agreement or any part thereof to any successor governmental agency legally performing the functions of the assigning party as its successor.

13. The Recitals are hereby incorporated into this Agreement.

14. The parties are and shall at all times remain, as to each other, wholly independent entities. Neither party shall have power to incur any debt, obligation, or liability on behalf of the other party or otherwise act on behalf of any other party as an agent except as expressly provided by this Agreement. No official, employee, agent, or officer of a party shall represent that he, she or anyone else from that party is in any manner an official, agent, employee or officer of the other party.

15. Each person executing this Agreement on behalf of a party warrants and represents that he or she has the authority to execute this Agreement on behalf of that party and has the authority to bind that party to the performance of these obligations.

16. Each party shall indemnify, defend and hold harmless the other party, including its officials, officers, employees, agents, successors and assigns (collectively

the "Employees") from and against any and all claims (including, but not limited to, claims for bodily injury, death or property damage), demands, liability, obligations, damages, actions, causes of action, proceedings, suits, losses, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever (including, but not limited to attorneys' fees, experts' fees and other litigation expenses) to the extent arising from or incident to the negligent, reckless or willful acts or omissions of the indemnifying party or any of its Employees arising out of the Agreement. This indemnity will survive termination or expiration of the Agreement.

17. Unless otherwise provided in this Agreement, any notice, payment, demand or document from one party to the other authorized or required by this Agreement shall be in writing and be deemed received: (a) on the third business day following deposit in the U.S. Mail, postage prepaid and sent by First Class mail; or (b) on the day of delivery if by overnight courier service or delivered in person, to the addresses listed below or at such other address as one party may notify the other:

To the City:

City of Oxnard
Attn: Greg Nyhoff, City Manager
300 W. Third St., Fourth Floor
Oxnard, CA 93030
Tel.: (805) 385-7430

To the District:

Oxnard School District
Attn: Dr. Cesar Morales, Superintendent
1051 South A Street
Oxnard, CA 93030
Tel.: (805) 385-1501

18. 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]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective and duly authorized officers on the Effective Date listed above.

CITY OF OXNARD

OXNARD SCHOOL DISTRICT

By: _____
Greg Nyhoff
City Manager

By: _____
Dr. Cesar Morales
Superintendent

Date: _____

Date: _____

Approved as to form:

Approved as to form:

By: _____
Stephen Fischer
City Attorney

By: _____

General Counsel

Date: _____

Date: _____

Exhibit "A": Project Map

ELM SCHOOL SEWER CONNECTION PROJECT



Exhibit "B": Construction Cost Estimate



CITY OF OXNARD
PUBLIC WORKS - ENGINEERING DIVISION
CONSTRUCTION COST ESTIMATE FOR
Sewerline Rehabilitation Project
 (From _____ To _____)

DESCRIPTION OF WORK:

Remove and replace sewerline by open trench method, 8-inch to 12-inch diameter.
 Includes bypass/collection of sewage; sewer line cleaning; pre and post CCTV inspection;
 re-establishment of existing laterals and inverts; remove and replace manholes;
 and all other work necessary to complete the Work.

Date: July 27, 2017

Item No.	Description	Payment Ref.	Unit of Measure	Estimated QTY	Unit Cost	Total Cost
1	Mobilization/De-Mobilization	1001-3	LS	1	\$18,700.50	\$18,701
2	Traffic Control	1505-3	LS	1	\$11,220	\$11,220
3	Storm Water Pollution Prevention Plan	1800-3	LS	1	\$11,220	\$11,220
	Sewer Rehabilitation				Sub Total	\$41,141
4	Remove 8-Inch VCP and Replace with 12" PVC Gravity Sewer Pipe (SDR 35), Complete-In-Place	1207-5	LF	670	\$250.00	\$167,500
5	Furnish And Install 12" PVC Gravity Sewer Pipe (SDR 35), Complete-In-Place	1201-4	LF	100	\$200.00	\$20,000
6	Remove And Replace Exist Sewer Manhole, Complete-In-Place	1201-4	EA	6	\$12,500.00	\$75,000
7	Install New Sewer Manhole & Connect To Exist 21-Inch Sewer Mains And Dewatering, Complete-In-Place	1201-4	EA	1	\$9,500.00	\$9,500
8	Re-connect Active 8-Inch Sewerline To New Manholes, Complete-In-Place	1207-5	EA	6	\$600.00	\$3,600
9	Re-connect Active Laterals to New 12-Inch Sewer Mains, Complete-In-Place	1206-3	EA	5	\$1,000.00	\$5,000
10	Pre and Post CCTV Inspection	1201-3.1.6	LS	1	\$8,000.00	\$8,000
11	Sewer Main Bypass (For mainline construction)	1200-9	LS	1	\$10,000.00	\$10,000
12	Sewer Lateral Bypass (For Active Sewer Laterals)	1200-9	EA	5	\$1,100.00	\$5,500
13	Sewerline Cleaning/Sewage Pumping	1207-5	LF	700	\$4.50	\$3,150
14	Remove And Dispose Exist Sewer Manhole	1208	EA	2	\$3,000.00	\$6,000
15	Miscellaneous Work (Pavement Striping/Marking - Thermo)	1515-3	LS	1	\$3,000.00	\$3,000
16	Dewatering	1901-3	LS	1	\$5,000.00	\$5,000
17	Trench Safety	1902-3	LS	1	\$5,000.00	\$5,000
	RESTORATION WORKS					
18	Cold Mill AC Pavement (2" Max)	1110-3	SY	1,200	\$3.00	\$3,600
19	Furnish & Install 2" Asphalt Concrete, Type III (DGAC-C2-PG 64-10)	1150-10	TON	150	\$120.00	\$18,000
20	Remove & Replace 8" Wide PCC Ribbon Gutter	1174-6	SF	640	\$35.00	\$22,400
						\$0
						\$0
	Additive Alternate					\$0
21	Trench Stabilization	1903-4	TON	50	\$50.00	\$2,500
22	Unclassified excavation		CY	30	\$42.00	\$1,260
					Sub Total	\$374,010
	CONSTRUCTION COST				Total	\$415,151

Design, Inspection, Construction
 Management 124,545

Project Contingencies 10% 41,515

Project Total 581,212

Quantities are purely estimates based off conceptual drawings. Actual quantities will be determined at the conclusion of final design.
 Unit costs are our best estimate based on similar projects. These costs are not guaranteed. A number of factors may affect these costs when ultimately priced by a contractor.

Exhibit INS-G

**INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS
(WITHOUT BUILDER'S RISK REQUIREMENT)**

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$2,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-G. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be sent via email (or fax if necessary) to the Risk Manager, addressed as follows (do not send hard copies):

City of Oxnard
Insurance Compliance
Reference No. _____
P.O. Box 100085 - OX
Duluth, GA 30096
Via Email: cityofoxnard@ebix.com
Via Fax: 678-259-1007

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-G or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-G.doc

ACORD CERTIFICATE OF INSURANCE					ISSUE	DATE
(MM/DD/YY)						
PRODUCER			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
CODESUB-CODE			COMPANIES AFFORDING INSURANCE COVERAGE			
INSURED			COMPANY LETTER ASPECIFY COMPANY NAMES IN THIS SPACE			
			COMPANY LETTER B			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR. ☒ OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$2,000,000 PRODUCTS COMP/OP AGG. \$2,000,000 PERSONAL & ADV. INJURY \$2,000,000 EACH OCCURRENCE \$2,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$	
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE \$1,000,000 LIMIT BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$	
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000	
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract				Minimum coverage \$1,000,000 Each consultant/ \$500,000 & listed sub-consultant	
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS						
CERTIFICATE HOLDER CITY OF OXNARD Attn: Insurance Compliance Reference No. _____ P.O. Box 100085 - OX Duluth, GA 30096 Via Email: cityofoxnard@ebix.com Via Fax: 678-259-1007			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____			

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the aCity@)			SUBMIT IN DUPLICATE	
PRODUCER		POLICY INFORMATION:		
Telephone: _____		Insurance Company: _____		
		Policy No.: _____		
NAMED INSURED		Policy Period: (from) _____ (to) _____		
		LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits		
TYPE OF INSURANCE		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____		
		with an Aggregate of \$ _____ applies to _____ (which) coverage: ☐ Per Occurrence ☐ Per Claim		
OTHER PROVISIONS		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:		
		CITY AGREEMENTS/PERMITS _____		
GENERAL LIABILITY		LIABILITY LIMITS IN THOUSANDS \$		
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made				
☐ COMPREHENSIVE GENERAL LIABILITY ☐ Retroactive Date _____		EACH OCCURRENCE		
☐ OWNERS & CONTRACTORS PROTECTIVE ☐ Occurrence				
COVERAGES		CLAIMS: Underwriter--s representative for claims pursuant to this insurance.		
☐ GENERAL				
☐ PRODUCTS/COMPLETED OPERATIONS		Address: _____		
☐ PERSONAL & ADVERTISING INJURY				
☐ FIRE DAMAGE				
☐ _____				
☐ _____				
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:				
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.				
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured--s scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.				
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company--s limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.				
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.				
5. PROVISIONS REGARDING THE INSURED--S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.				
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:				
a. Insurance Services Office Commercial General Liability Coverage, Occurrence form CG0001; or				
b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.				
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.				
ENDORSEMENT HOLDER				
CITY OF OXNARD		AUTHORIZED REPRESENTATIVE		
Attn: Insurance Compliance		☐ Broker/Agent ☐ Underwriter ☐ _____		
Reference No. _____		I _____ (print/type name), warrant that I have authority to		
P.O. Box 100085 - OX		bind the above-mentioned insurance company and by my signature hereon do so bind this		
Duluth, GA 30096		company to this endorsement.		
Via Email: cityofoxnard@ebix.com		Signature _____ (original signature required)		
Via Fax: 678-259-1007		Telephone: (_____) Date Signed _____		

Rev 10/17

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Thien Ng

Date: November 28, 2017
Phone: 805-432-3575

Reason for Appropriation:

Funds Agreement #8021 with the Oxnard School District for the Elm Street School Sewer Connection project (18IN01). The City will be responsible for design and engineering services.

Accounts and Descriptions

AMOUNT

Fund: Wastewater Collection Operating (611)

Revenues/Transfers In

Elm Street School Sewer Connection Project (18IN01)

611-6106-691.75-19	OTHER INCOME / OTHER REIMBURSEMENTS	124,525
--------------------	-------------------------------------	---------

Sub-total Revenues	<u>124,525</u>
---------------------------	----------------

Expenditures/Transfers Out

Elm Street School Sewer Connection Project (18IN01)

611-6631-8XX.8X-XX	(DESIGN SERVICES)	124,525
--------------------	-------------------	---------

Sub-total Expenditures	<u>124,525</u>
-------------------------------	----------------

Net Change to Fund Balance	<u><u>0</u></u>
-----------------------------------	-----------------

Net Appropriation Change	<u><u>124,525</u></u>
---------------------------------	-----------------------

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 8

DATE: November 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Green Business Program Budget Appropriation

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council authorizes the recognition and appropriation of grant award in the total amount of \$20,000 to initiate the City of Oxnard Green Business Certification Program. An in-kind match of \$22,873 is already part of the FY2017-18 budget.

BACKGROUND

The City of Oxnard has been awarded a grant from Ecology Action of Santa Cruz, Inc. (the fiscal agent for the California Green Business Network) as an award under the California Air Resources Board Pollution Prevention Grant and the U.S. Environmental Protection Agency Pollution Protection Program Grant to support an underserved community in initiating a Green Business Certification Program that is part of the California Green Business Network. The City of Oxnard City Council authorized the execution of the grant agreement on June 20, 2017. In order to begin the project, a budget appropriation is needed. The request for budget appropriation is included here as Attachment A.

The City was informed of the grant opportunity by the cities of Ventura and Thousand Oaks, who have operated successful Green Business Certification Programs for a number of years and have also been key members of the California Green Business Network. The City of Oxnard was recommended as a good fit for the grant, which is designed to serve cities with disadvantaged

Green Business Program Budget Appropriation

November 28, 2017

Page 2

communities (DACs).

To meet regulations in solid waste diversion and water conservation, the City currently operates water conservation programs and solid waste and recycling programs. The Green Business Certification Program will help the City meet and exceed new regulations in solid waste diversion and water conservation as additional outcomes are achieved by participating businesses served by the City. The Program will also address energy conservation and air quality by partnering with stakeholder agencies to further address the sustainability needs of small- and medium-sized businesses in DACs of Oxnard.

The grant funding will allow Oxnard staff to target multifamily housing in disadvantaged neighborhoods for additional solid waste diversion and water conservation efforts. Targeting multifamily housing is a priority of the California Department of Resources Recycling and Recovery (CalRecycle). This effort will also dovetail well with the City's efforts at reducing solid waste outputs from multifamily housing and increasing the collection and recycling of beverage containers through the current CalRecycle Beverage Container Recycling grant that the City is managing.

The City's Green Business Certification Program will be developed with the input and experience of Green Business Certification Program staff from the cities of Thousand Oaks and Ventura, who already have established programs. The California Green Business Network will also be available to guide and support the development of Oxnard's program.

On February 16, 2017, the Ventura County Regional Energy Alliance (VCREA) voted to establish a countywide Green Business Certification Program, which will serve unincorporated areas in the County and serve as a resource hub for all of the cities in the County. Oxnard will be able to collaborate with the countywide VCREA Green Business Certification staff to operate the Green Business Certification Program with the grant funding being used to specifically target small- and medium-sized businesses in Oxnard's DACs census tracts.

Oxnard's program will yield diverse positive outcomes, including environmental, social, and economic outcomes. Statewide, there are currently 3,497 Certified Green Businesses. Over the last calendar year, the California Green Business Program has saved 835,334 metric tons of carbon dioxide from being released into the atmosphere, saving \$3,083,277; has saved 333,586,553 kilowatt-hours of energy from being used, saving \$33,798,990; has diverted 432,917 metric tons of waste from landfills, saving \$58,759,955; has saved 149,943,108 gallons of water, saving \$471,571; and has helped businesses not dispose 31,566 gallons of hazardous waste, saving \$20,123.

Average annual individual business savings obtained by certified Green Businesses in California, which average Oxnard businesses can expect to achieve, include the following: saving 50 kilowatt-hours of energy with an average savings of \$11,251 per business; saving 144 metric tons of waste with an average savings of \$19,561 per business; and saving 49,914 gallons of water with an average savings of \$157 per business.

The City will recognize participating Green Businesses through the certification process, which will help to increase further economic outcomes for participating businesses through the positive marketing opportunities and positive spotlight.

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:

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

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

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

Goal 2. Enhance business development throughout the City.

Objective 2b. Improve relationships and communication between the City and the business community.

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:

Objective 5a. Develop and implement a sustainability program.

Objective 5b. Protect ocean and waterways.

FINANCIAL IMPACT

The total project cost is estimated at \$42,873. The City's in-kind match will be \$22,873 of in-kind staff time that is currently budgeted for project management and solid waste diversion education and outreach. As staff members perform their existing duties of education and outreach for solid waste diversion and water conservation to businesses in Oxnard, this staff time will be documented as a match. The award of the grant in the amount of \$20,000 will be recognized and appropriated to the Green Business Program FY18 (Grant project#773301 / Federal Term Grants Fund 261).

Green Business Program Budget Appropriation
November 28, 2017
Page 4

ATTACHMENTS:

Attachment A: Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Eric Humel

Date: November 28, 2017
Phone: 805-271-2231

Reason for Appropriation:

Appropriates revenue from the Green Business Network grant for the 2017-18 California Green Business Program EPA Region IV - New Community program and funds the consultant translation expenses, printing services and staff time dedicated to the green business program development.

Accounts and Descriptions

AMOUNT

Fund: 261- Federal Terms Grant Fund

Revenues/Transfers In

Project#773301 Green Business Program FY18

261-3301-531.72-01	FEDERAL GRANT REVENUE	<u>20,000</u>
	Sub-total Revenues	<u>20,000</u>

Expenditures/Transfers Out

Project#773301 Green Business Program FY18

261-3301-891-8209	SERVICES OTHER PROFESSIONAL	6,000
261-3301-891-8451	SERVICES FROM OTHER PROGRAMS	<u>14,000</u>
	Sub-total Expenditures	<u>20,000</u>

Net Change to Fund Balance **0**

Net Appropriation Change **20,000**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 9

DATE: November 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Thien Ng
Interim Public Works Director

Thien Ng

SUBJECT: Clean Harbors Household Hazardous Waste Management Services

CONTACT: Thien Ng, Interim Public Works Director
thien.ng@oxnard.org, 432-3575

RECOMMENDATION:

That City Council approve the Third Amendment between the City of Oxnard, the City of Port Hueneme and Clean Harbors Environmental Services, Inc. in an amount not-to-exceed \$80,000 for a total contract amount of \$400,000 to provide permitted disposal of non-recyclable and Class II Household Hazardous Waste (HHW) program drop-off services, thereby extending the term from October 4, 2017, to June 30, 2019. Funds will be from the Environmental Resources Enterprise fund.

BACKGROUND

The Environmental Resources Division wishes to execute a Third Amendment to Agreement No. A-7590 titled Agreement among the City of Oxnard, the City of Port Hueneme and Clean Harbors Environmental Services for Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Program Services. These monthly Household Hazardous Waste (HHW) program drop-off events take place at the Clean Harbors Environmental Services facility in Camarillo. This agreement allows for the permitted disposal of residential and small quantity generator (businesses) toxic materials such as pesticides, solvents, and acids. Due to facility permit limitations, Del Norte currently cannot receive the HHW materials that are accepted by Clean Harbors Environmental Services. Clean Harbors Environmental Services in Camarillo is also the only permitted HHW facility in the West Ventura County area. The current HHW

Clean Harbors Household Hazardous Waste Management Services

November 28, 2017

Page 2

Second Amendment is a collaborative document between the City of Oxnard, City of Port Hueneme, and Clean Harbors, which expired on October 4, 2017. Port Hueneme has indicated an interest in continuing the same services since it continues to contract with the City of Oxnard for solid waste, recycling and organics processing.

The proposed amendment would run from October 4, 2017, through June 30, 2019. Staff recently executed a due diligence process where two other permitted HHW businesses were contacted to explore if they had future plans to build a permanent facility in Oxnard or on the west side of Ventura County. Both companies--PSC Environmental Services in Pomona and Veolia in Azusa--indicated that they had no imminent plans to locate a permitted HHW facility in Ventura County.

The City of Port Hueneme currently contracts with the City of Oxnard for solid waste, recycling and organics processing services. The Clean Harbors facility in Camarillo is permitted to accept HHW items not currently allowed by permit at the Del Norte Antifreeze, Battery, Oil, and Paint (ABOP) facility in Oxnard. Staff has verified that Clean Harbors in Camarillo is currently the only permanent, permitted all-purpose HHW facility drop-off service option in Ventura County. Other potential service providers do not have a facility in West Ventura County that allow for the Oxnard and Port Hueneme residential and business communities to conveniently drop-off HHW items not currently permitted at the Del Norte ABOP facility. Clean Harbors provides separate invoices for the City of Oxnard and the City of Port Hueneme.

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 are sufficient funds budgeted in FY 2017-18 in the Solid Waste Operating Fund 631 (account 631-6301-842-8209) to cover the program based on residential and small business participation. The estimated amount for FY 2018-19 will be included in the Recommended Budget.

Clean Harbors Household Hazardous Waste Management Services
November 28, 2017
Page 3

ATTACHMENTS:

Attachment A - Third Amendment to Agreement No. A-7590

Attachment B - Second Amendment to Agreement No. A-7590

Attachment C - First Amendment to Agreement A-7590

Attachment D - Agreement No. A-7590

Agreement No. A-7590

**THIRD AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF
OXNARD, THE CITY OF PORT HUENEME AND CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC. FOR HOUSEHOLD AND CONDITIONALLY
EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE PROGRAMS
SERVICES**

This Third Amendment ("Third Amendment") to the Agreement by and between the City of Oxnard ("Oxnard"), a municipal corporation, the City of Port Hueneme ("Port Hueneme"), a municipal corporation, and Clean Harbors Environmental Services, Inc. ("Contractor"), a corporation, for Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Program Services ("Agreement"), which is incorporated herein by this reference, is made and entered into in the County of Ventura, State of California, this ____ day of September, 2017, by and between Oxnard, Port Hueneme and Contractor. This Third Amendment amends the Second Amendment entered into on October 4, 2016, by Oxnard, Port Hueneme and Contractor. The Second Amendment amended the First Amendment entered into on June 1, 2015, by Oxnard, Port Hueneme and Contractor. The First Amendment amended the Agreement entered into on July 1, 2013, by Oxnard, Port Hueneme and Contractor.

Contractor, Oxnard and Port Hueneme agree as follows:

1. In Section 7 of the Agreement as amended by the Second Amendment, "Jen McLaughlin, Technical Services Branch Manager" is deleted and replaced with "Jen McLaughlin, Technical Services District Manager."
2. In Section 9 of the Agreement as amended by the Second Amendment, the date "October 4, 2017," is deleted and replaced with the date "June 30, 2019."
3. In Section 11(a) of the Agreement as amended by the Second Amendment, the following language is added to the end of the paragraph:

"The rate for fiscal year 2017-18 and FY 2018-19 is \$89.42 per vehicle per event for each HHW PARTICIPANT and \$89.42 per pickup of HHW from each disabled person from the jurisdictions of Oxnard and Port Huemene with a not to exceed total value of \$80,000 for all HHW PARTICIPANTS from October 4, 2017, through June 30, 2019."
4. In Sections 12(c) and 35(a) of the Agreement as amended by the Second Amendment, the name and title "Jay Duncan, Recycling Manager" is deleted and replaced with the name and title "Grant Dunne, Management Analyst III."
5. In Section IV of Exhibit A of the Agreement as amended by the Second Amendment, the following language is added to the end of the section titled Fixed Fees:

"Year 5 and 6- FY17/18 and FY 18/19
HHW Participants \$89.42/Load
Door-to-Door HHW Pickups \$89.42/Pickup"

6. In Section IV of Exhibit A of the Agreement as amended by the Second Amendment, the following language is added to the end of the section titled Fixed Fees-Agreement with California Architectural Paint Care Program (Paint Care):

“Year 5 and 6 – FY17/18 and FY 18/19

HHW Participants \$76.04/Load

Door-to-Door HHW Pickups \$76.04/Pickup”

7. Section 31 of the Agreement is deleted in its entirety and replaced with the following:

“Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.”

8. As so amended, the Agreement remains in full force and effect.

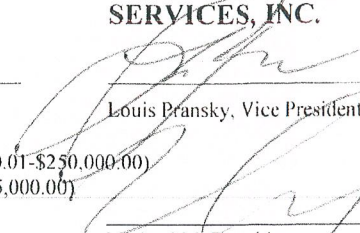
[Signatures on next page]

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

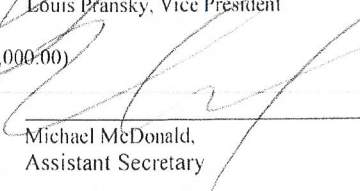
CITY OF OXNARD

CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.

☒ Tim Flynn, Mayor Date
(if agreement is \$250,000.01 or more)
☐ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)
☐ [name], Purchasing Agent (if agreement is up to \$25,000.00)


Louis Bransky, Vice President

9/22/17
Date


Michael McDonald,
Assistant Secretary

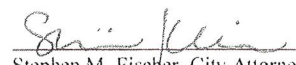
9/22/17
Date

ATTEST:

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

Date

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney
(required for any agreement amount)

8/30/17
Date

CITY OF PORT HUENEME

Rod Butler, City Manager

Date

APPROVED AS TO CONTENT:

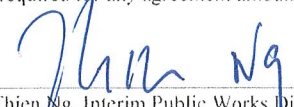

Todd Vasquez-Housley, Project Manager
(required for any agreement amount)

10-4-17
Date

APPROVED AS TO FORM FOR THE CITY OF
PORT HUENEME

Charles Green, City Attorney

Date


Thien Ng, Interim Public Works Director
(if agreement is \$25,000.01 or more)

10-11-17
Date

APPROVED AS TO CONTENT

Fred Camarillo
Interim Public Works Director

Date

Ruth Osuna,
Assistant City Manager

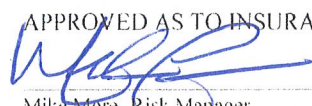
Date

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager
(if agreement is \$250,000.01 or more)

Date

APPROVED AS TO INSURANCE:


Mike More, Risk Manager
(required for any agreement amount)

10/31/17
Date

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

CITY OF OXNARD

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

☒ Tim Flynn, Mayor _____ Date _____
 (if agreement is \$250,000.01 or more)
☐ Greg Nyhoff, City Manager (if agreement is \$25,000.01-\$250,000.00)
☐ [name], Purchasing Agent (if agreement is up to \$25,000.00)

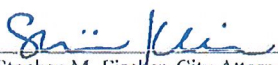
Louis Pransky, Vice President _____ Date _____

ATTEST:

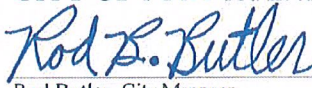
Michael McDonald, _____ Date _____
 Assistant Secretary

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

APPROVED AS TO FORM:

 _____ 8/30/17
 Stephen M. Fischer, City Attorney Date
 (required for any agreement amount)

CITY OF PORT HUENEME

 9/12/2017
 Rod Butler, City Manager Date

APPROVED AS TO CONTENT:

 10-4-17
 Todd Vasquez-Housley, Project Manager Date
 (required for any agreement amount)

APPROVED AS TO FORM FOR THE CITY OF
 PORT HUENEME

 9-12-17
 Charles Green, City Attorney Date

Thien Ng, Interim Public Works Director _____ Date _____
 (if agreement is \$25,000.01 or more)

APPROVED AS TO CONTENT

 9/12/17
 Fred Camarillo Date
 Interim Public Works Director

Ruth Osuna, _____ Date _____
 Assistant City Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager _____ Date _____
 (if agreement is \$250,000.01 or more)

APPROVED AS TO INSURANCE:

Mike More, Risk Manager _____ Date _____
 (required for any agreement amount)

Agreement No. A-7590

**SECOND AMENDMENT TO AGREEMENT BY AND BETWEEN THE CITY OF
OXNARD, THE CITY OF PORT HUENEME AND CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC. FOR HOUSEHOLD AND CONDITIONALLY
EXEMPT SMALL QUANTITY GENERATOR HAZARDOUS WASTE PROGRAMS
SERVICES**

This Second Amendment ("Second Amendment") to the Agreement by and between the City of Oxnard ("Oxnard"), a municipal corporation, the City of Port Hueneme ("Port Hueneme"), a municipal corporation, and Clean Harbors Environmental Services, Inc. ("Contractor"), a corporation, for Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Program Services ("Agreement"), which is incorporated herein by this reference, is made and entered into in the County of Ventura, State of California, this 4th day of October, 2016, by and between Oxnard, Port Hueneme and Contractor.

Contractor, Oxnard and Port Hueneme agree as follows:

1. In Section 7 of the Agreement as amended by the First Amendment, "Mark Atkinson, District Sales Manager" is deleted and replaced with "Jen McLaughlin, Technical Services Branch Manager."
2. In Section 9 of the Agreement as amended by the First Amendment, the date "June 30, 2016," is deleted and replaced with the date October 4, 2017."
3. In Section 11(a) of the Agreement as amended by the First Amendment, the following language is added to the end of the paragraph:

"The rate for fiscal year 2016-17 is \$87.50 per vehicle per event for each HHW PARTICIPANT and \$87.50 per pickup of HHW from each disabled person from the jurisdictions of Oxnard and Port Huemene with a not to exceed total value of \$80,000 for all HHW PARTICIPANTS from July 1, 2016, through October 4, 2017."
4. In Sections 12(c) and 35(a) of the Agreement as amended by the First Amendment, the name and title "Grant Dunne, Management Analyst III" is deleted and replaced with the name and title "Jay Duncan, Recycling Manager."
5. In Section 35(b) of the Agreement as amended by the First Amendment, "Ray Evans, Solid Waste Superintendent" is deleted and replaced with "Fred Camarillo, Solid Waste Superintendent."
6. In Section IV of Exhibit A of the Agreement as amended by the First Amendment, the following language is added to the end of the section titled Fixed Fees:

"Year 4 – FY16/17
HHW Participants \$87.50/Load
Door-to-Door HHW Pickups \$87.50/Pickup

COUNCIL APPROVED
10-04-2016 N3

7. In Section IV of Exhibit A of the Agreement as amended by the First Amendment, the following language is added to the end of the section titled Fixed Fees-Agreement with California Architectural Paint Care Program (Paint Care):

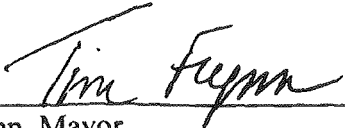
Year 4 – FY16/17

HHW Participants	\$74.40/Load
Door-to-Door HHW Pickups	\$74.40/Pickup

8. As so amended, the Agreement remains in full force and effect.
9. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

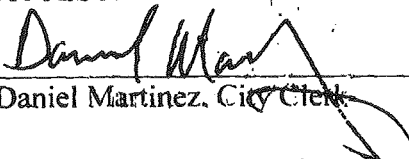
CITY OF OXNARD


Tim Flynn, Mayor

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.


Louis Pransky, Vice President
Clean Harbors Environmental Services, Inc.

ATTEST:


Daniel Martinez, City Clerk


Michael McDonald, Assistant Secretary
Clean Harbors Environmental Services Inc.

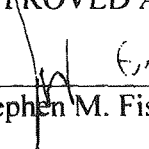
APPROVED AS TO INSURANCE


Risk Manager

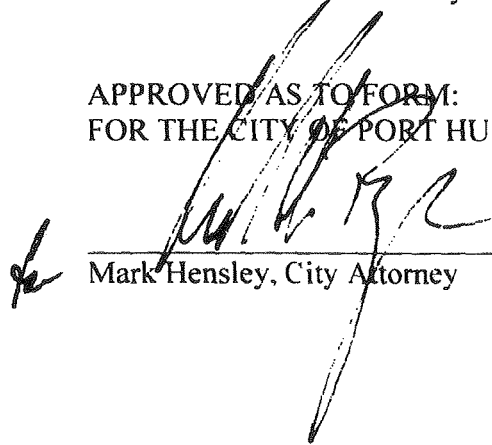
CITY OF PORT HUENEME


Carmen Nichols, Interim City Manager

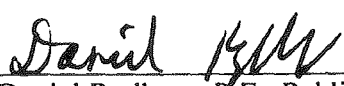
APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

APPROVED AS TO FORM:
FOR THE CITY OF PORT HUENEME

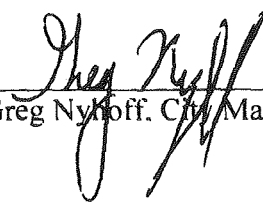

Mark Hensley, City Attorney

APPROVED AS TO CONTENT:


Daniel Rydberg, P.E., Public Works Director


Todd Housley, Environmental Resources Manager

APPROVED AS TO AMOUNT:


Greg Nyhoff, City Manager

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

CITY OF OXNARD

CLEAN HARBORS ENVIRONMENTAL
SERVICES, INC.

Tim Flynn, Mayor

Louis Pransky, Vice President
Clean Harbors Environmental Services, Inc.

ATTEST:

Daniel Martinez, City Clerk

Michael McDonald, Assistant Secretary
Clean Harbors Environmental Services Inc.

CITY OF PORT HUENEME

APPROVED AS TO INSURANCE

Carmen Nichols, Interim City Manager

Risk Manager

APPROVED AS TO FORM:
FOR THE CITY OF PORT HUENEME

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

Mark Hensley, City Attorney

APPROVED AS TO CONTENT:

Daniel Rydberg, P.E., Public Works Director

Todd Housley, Environmental Resources Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

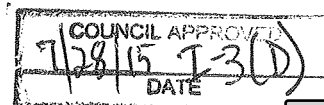
Agreement No. A-7590

**FIRST AMENDMENT TO AGREEMENT AMONG THE CITY OF OXNARD, THE
CITY OF PORT HUENEME AND CLEAN HARBORS ENVIRONMENTAL SERVICES
FOR HOUSEHOLD AND CONDITIONALLY EXEMPT SMALL QUANTITY
GENERATOR HAZARDOUS WASTE PROGRAMS SERVICES**

This First Amendment ("First Amendment") to the Agreement Among the City of Oxnard, the City of Port Hueneme and Clean Harbors Environmental Services for Household and Conditionally Exempt Small Quantity Generator Hazardous Waste Program Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 1st day of June, 2015, by and between the City of Oxnard, a municipal corporation ("Oxnard"), the City of Port Hueneme, a municipal corporation ("Port Hueneme") and Clean Harbors Environmental Services, Incorporated ("Contractor"). This First Amendment amends the Agreement entered into on July 1, 2013, by Oxnard, Port Hueneme and Contractor.

Contractor, Oxnard and Port Hueneme agree as follows:

1. In Section 9 of the Agreement, the date "June 30, 2015" is deleted and replaced with the date "June 30, 2016."
2. In Section 11 a. of the Agreement the following language is added to the end of the paragraph:
"The rate for fiscal year 2015-16 is \$87.50 per vehicle per event for each HHW PARTICIPANT and \$87.50 per pickup of HHW from each disabled person from the jurisdictions of Oxnard and Port Huemene with a not to exceeding total value of \$80,000 for all HHW PARTICIPANTS from July 1, 2015 through June 30, 2016."
3. In Section 12 c. of the Agreement, the name and title "Jay Duncan, Recycling Manager." is deleted and replaced with the name and title "Grant Dunne, Management Analyst III." The name "Ray Evans" is deleted and replaced with the name "Fred Camarillo."
4. Section 35 a. of the Agreement, is deleted and replaced with "Any notices to Oxnard may be delivered personally or by mail address to City of Oxnard, Environmental Resources Division, 111 South Del Boulevard, Oxnard, CA 93030, Attention: Grant Dunne, Management Analyst III."
5. In Section 35 b. of the Agreement, the name and title "Ray Evans, Solid Waste Superintendent" is deleted and replaced with the name and title "Fred Camarillo, Solid Waste Superintendent."
6. In Section 36 of the Agreement, the wording "and by the Utility Services Director on behalf of Port Hueneme." is deleted and replaced with the wording



"and by the City Manager and City Attorney on behalf of the City of Port Hueneme."

7. In Section IV of Exhibit A of the Agreement, the following language is added to the end of section entitled FIXED FEES:

"Year 3 – FY15/16

HHW Participants \$87.50/load

Door-to-Door HHW Pickups \$87.50/load

8. In Section IV of Exhibit A of the Agreement, the following language is added to the end of section entitled FIXED FEES-Agreement with California Architechtual Paint Care Program:

"Year 3 – FY15/16

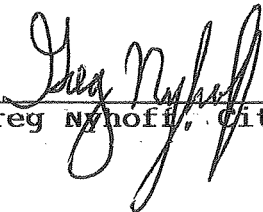
HHW Participants \$74.40/load

Door-to-Door HHW Pickups \$74.40/load

9. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD

CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC.



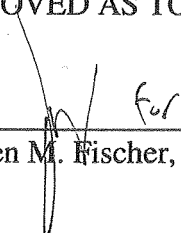
Greg Nyhoff, City Manager



William O'Connor, Senior Vice President

APPROVED AS TO FORM:

CITY OF PORT HUENEME



Stephen M. Fischer, Interim City Attorney

 (ACPNW for)

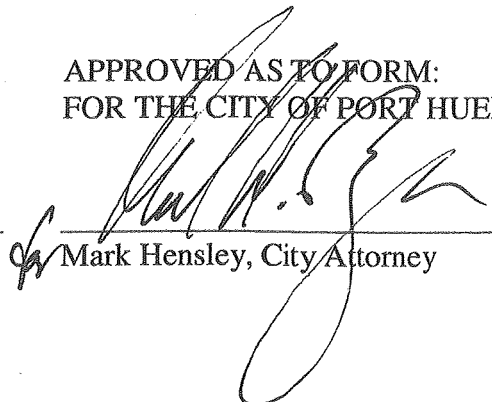
Cynthia Haas, City Manager

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:
FOR THE CITY OF PORT HUENEME



Risk Manager



Mark Hensley, City Attorney

APPROVED AS TO CONTENT:



Todd Housley,
Environmental Resources MRF/Manager

AGREEMENT AMONG THE CITY OF OXNARD, THE CITY OF PORT HUENEME AND
CLEAN HARBORS ENVIRONMENTAL SERVICES FOR HOUSEHOLD AND
CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR
HAZARDOUS WASTE PROGRAM SERVICES

THIS AGREEMENT is made and entered into in the County of Ventura, State of California, this 1st day of July 2013, by and among the City of Oxnard, a municipal corporation of the State of California ("Oxnard"), the City of Port Hueneme, a municipal corporation of the State of California ("Port Hueneme") and Clean Harbors Environmental Services, Inc. ("Contractor").

Contractor, Oxnard and Port Hueneme agree as follows:

1. Definitions

The following words used in this Agreement shall have the following definitions, unless it is clear from the context that a different meaning is intended.

a. CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS (CESQG) shall mean businesses, including businesses operated out of a house, that meet the criteria specified in section 261.5 of Title 40 of the Code of Federal Regulations.

b. CESQG WASTE shall mean hazardous wastes as defined by section 25117 of the Health and Safety Code or listed in the Title 22, Division 4.5, Chapter 11 of the California Code of Regulations or that exhibit characteristics of ignitability, corrosivity, reactivity, or toxicity described therein, and that are generated by the CESQG. CESQG WASTE shall NOT include radioactive materials, explosives, or ammunition.

c. EVENT shall mean services provided by Contractor on days that Contractor collects HHW or CESQG WASTE pursuant to this Agreement.

d. HOUSEHOLD HAZARDOUS WASTE (HHW) shall mean wastes discarded from residences that are either hazardous waste as defined in section 25117 of the Health and Safety Code or wastes that are listed in Title 22, Division 4.5, Chapter 11 of the California Code of Regulations, or that exhibit characteristics of ignitability, corrosivity, reactivity, or toxicity described therein. HHW may include, but are not limited to, common household products such as household cleaning products, spot removers, floor polish, furniture polish, aerosol cans, solvents, oven cleaner, pesticides, pool chemicals sharps, nickel cadmium, alkaline, carbon-zinc or other small batteries, intact spent fluorescent light tubes, oil base paint, latex paint, used motor oil, used oil filters, antifreeze, and spent lead-acid batteries. HHW does NOT include radioactive materials, explosives, ammunition, or wastes produced in the course of operating a business, including a business conducted at a residence.

COUNCIL APPROVAL
DATE: 6-25-13 AGENDA # S-1

e. HHW EVENT PARTICIPANTS, CESQG EVENT PARTICIPANTS and EVENT PARTICIPANTS shall mean persons who bring HHW or CESQG WASTE to an EVENT.

f. UNACCEPTABLE WASTE shall mean radioactive material, unstable explosives (such as picric acid, ether), stable explosives (such as fireworks and ammunition), bio-hazardous waste, and compressed gas cylinders.

2. Scope of Services

Contractor shall furnish Oxnard and Port Hueneme with the services described in Exhibit A ("Services"), attached hereto and incorporated herein by this reference, and Oxnard and Port Hueneme shall perform the obligations therein on Oxnard and Port Hueneme. However, Oxnard or Port Hueneme need not use Contractor's services, and at any time during the term of this Agreement, immediately upon notice to Contractor, Oxnard or Port Hueneme may limit participation in EVENTS by Oxnard or Port Hueneme residents or businesses.

3. Method of Performing Services

Subject to the terms and conditions of this Agreement, Contractor will determine the method, details and means of performing the services imposed on Contractor.

4. Standard of Performance

Contractor shall undertake and complete the Services, using that standard of care, skill and diligence normally provided by similar contractors in the performance of similar services.

5. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Contractor from rendering any services for Contractor's own account or to any other person or entity as Contractor in its sole discretion shall determine, as long as performing such other services does not interfere with Contractor's ability to perform the Services.

6. Coordination of Services

Contractor shall coordinate the Services with Oxnard's Environmental Resources Manager or designee ("the Environmental Resources Manager") and shall perform the Services under the general direction of the Environmental Resources Manager. At any time the Environmental Resources Manager may, but is not required to, monitor the work being performed by Contractor under this Agreement. Such monitoring does not constitute approval of Contractor's performance or relieve Contractor of the responsibility to provide the Services hereunder.

7. Principal in Charge

Contractor designates Mark Atkinson, District Sales Manager, Southern California, as Contractor's principal-in-charge and person responsible for coordination with the Environmental Resources Manager.

8. Permits, Licenses and Certificates

Contractor, at Contractor's sole expense, shall obtain and maintain during the term of this Agreement all permits, licenses and certificates required in connection with the performance of the Services under this Agreement.

9. Term of Agreement

This Agreement shall begin July 1, 2013 and, unless earlier terminated pursuant to this Agreement, shall expire on June 30, 2015. Oxnard and Port Hueneme may elect to extend this Agreement annually, by providing written notice to Contractor no later than May 31, of the year of expiration of the Agreement. The extensions will be on the same terms and conditions as this Agreement except that the pricing of services shall be subject to renegotiation.

10. Termination

a. This Agreement may be terminated without liability for breach by Oxnard if the Environmental Resources Manager notifies Contractor, in writing, of the Environmental Resources Manager's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. Oxnard agrees to pay Contractor in full for all amounts due Contractor for services rendered as of the effective date of termination.

b. Port Hueneme may withdraw from this Agreement without liability for breach, by providing ten days written notice. Port Hueneme agrees to pay Contractor for all services rendered prior to termination. Port Hueneme may limit or cease participation in EVENTS by Port Hueneme residents or business, as set out in section 2 of this Agreement.

c. This Agreement may be terminated by Contractor if Contractor notifies Oxnard and Port Hueneme, in writing, of Contractor's desire to terminate the Agreement. Such termination shall be effective 30 calendar days from the date of delivery or mailing of such notice and only if Contractor completes all EVENTS scheduled during such period.

11. Compensation

a. Oxnard and Port Hueneme agree to pay Contractor \$85.00 per vehicle per event for each HHW PARTICIPANT from their respective jurisdictions, and \$85.00 per pickup of HHW from each disabled person within their respective jurisdictions, and not to exceed a total of \$80,000 for all HHW PARTICIPANTS for fiscal year 2013-14. In fiscal year 2014-15, the amount would increase to \$87.50 per vehicle per event for each HHW PARTICIPANT from their respective jurisdictions, and \$87.50 per pickup of HHW from each disabled person within their respective jurisdictions, and not to exceed a total of \$80,000 for all HHW PARTICIPANTS. Oxnard agrees to pay not to exceed \$250 per vehicle, or \$500 per contract year, for each CESQG PARTICIPANT from Oxnard, and not to exceed a total of \$10,000 for all CESQG PARTICIPANTS from Oxnard. The rate structure is more particularly set out in Section IV of Exhibit A. Neither the CITY OF OXNARD or the CITY OF PORT HUENEME is responsible for payments arising from events or activities in the other's jurisdiction.

b. Oxnard, Port Hueneme and Contractor agree that the rate schedules contained in Section IV of Exhibit A will be adjusted if any party can demonstrate that the actual and reasonable cost of services has decreased or increased by ten percent or more over the actual cost of services at the time of execution of this Agreement as such cost is demonstrated to the satisfaction of Oxnard and Port Hueneme by reference to contemporaneously maintained books and records. The party seeking an adjustment shall provide written notice, including justification for the adjustment, to the other parties at least 60 days in advance of the effective date of the proposed adjustment. Upon receipt of such notice, Oxnard and Contractor or Port Hueneme and Contractor, as appropriate, shall meet within ten working days to determine the appropriate level of adjustment, if any. If Oxnard and Contractor or Port Hueneme and contractor cannot agree on the appropriate level of adjustment, Oxnard, Port Hueneme or Contractor may terminate its participation in this Agreement by providing ten working days' written notice to the other parties.

c. The acceptance by Contractor of the final payment made under this Agreement shall constitute a release of Oxnard and Port Hueneme from all claims and liabilities for compensation to Contractor for anything completed, finished or relating to Contractor's services.

d. Contractor agrees that payment by Oxnard or Port Hueneme shall not constitute or be deemed a release of the responsibility and liability of Contractor or its employees, subcontractors or agents relating to the Services performed hereunder, nor shall such payment be deemed an assumption of responsibility or liability by Oxnard or Port Hueneme for any defect or error in the services performed by Contractor or its employees, subcontractors or agents.

e. Contractor shall provide the Environmental Resources Manager with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

12. Method of Payment

a. On completion of an EVENT and removal of all HHW and CESQG WASTE collected by Contractor from PARTICIPANTS therein, Contractor shall submit to Oxnard and to Port Hueneme separate invoices prepared in accordance with the rate scheduled contained in Section IV of Exhibit A. Contractor shall submit the following with each invoice: number of PARTICIPANTS from Oxnard and from Port Hueneme; copies of manifests; copies of certificates of other documents from disposal or recycling facilities for material collected at the EVENT. Submitted on a calendar quarterly basis; a printout of the completed CIWMB Form 303; and other charts, graphs, and visual materials related to the services provided by Contractor at the EVENTS, as the Oxnard Environmental Resources Manager may request; and any documentation required in connection with the Materials Reuse Program identified in Exhibit A.

b. At the end of every calendar month, Contractor shall submit to Oxnard and to Port Hueneme separate invoices prepared in accordance with the rate schedules contained in Section IV of Exhibit A, identifying HHW pickups from disabled persons in each city occurring during such month. The invoice shall state the name and address of each person from whom Contractor picked up HHW and the charge for each pickup.

c. Contractor shall submit invoices to Oxnard by mailing invoices to City of Oxnard, Environmental Resources Division, 111 South Del Norte Blvd. Oxnard, CA 93030, Attention: Jay Duncan, Recycling Manager. Contractor shall submit invoices to Port Hueneme by mailing invoices to City of Port Hueneme, 250 N. Ventura Road, Port Hueneme, CA 93041, Attention: Ray Evans.

d. Oxnard shall accept or reject invoices within ten working days of receipt thereof, provided, however, that on verbal notice to Contractor, Oxnard may extend the invoice review period. If Oxnard does not accept or reject an invoice within ten working days or any extension of such time, Contractor may assume that the invoice is accepted. If Oxnard rejects the invoice, Contractor shall submit a corrected invoice.

e. Port Hueneme shall accept or reject invoices within ten working days of receipt thereof, provided, however, that on verbal notice to Contractor, Port Hueneme may extend the invoice review period. If Port Hueneme does not accept or reject an invoice within ten working days or any extension of such time, Contractor may assume that the invoice is accepted. If Port Hueneme rejects the invoice, Contractor shall submit a corrected invoice.

f. Contractor shall maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Contractor shall provide the Environmental Resources Manager with copies of such records, books, documents, papers, accounts and other evidence requested for justification of an invoice.

13. Maintenance and Inspection of Records

Contractor agrees that Oxnard or its auditors, or Port Hueneme or its auditors, shall have access to and the right to audit and reproduce any of Contractor's relevant records to ensure that Oxnard and Port Hueneme are receiving all services to which Oxnard and Port Hueneme are entitled under this Agreement or for other purposes relating to this Agreement. Contractor shall maintain and preserve all such records for at least three years after the expiration or termination of this Agreement or until an audit has been completed and accepted by Oxnard or Port Hueneme.

14. Non-Appropriation of Funds

a. Payments to be made to Contractor by Oxnard for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of Oxnard. If Oxnard does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only up to the conclusion of the current fiscal year and shall automatically terminate at that time.

b. Payments to be made to Contractor by Port Hueneme for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of Port Hueneme. If Port Hueneme does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only up to the conclusion of the current fiscal year and shall automatically terminate at that time.

15. Indemnity

a. Contractor agrees to protect, indemnify, hold harmless and defend Oxnard, its City Council, and each member thereof, and every officer, employee, representative or agent of Oxnard, from any and all liability, penalties, fines, forfeitures, claims, demands, actions, damages (whether in contract, or tort, including personal injury, death at any time, property damage or damage to the environment or natural resources, such as contamination or pollution), remediation and cleanup costs, or other costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this agreement performed by Contractor or its employees, subcontractors, agents and other persons acting on Contractor's behalf, including the collection, identification, handling, bulking, packaging, transport, disposal, recycling or re-use of HHW or CESQG WASTE or any other waste, whether or not they involve the violation of any State or Federal law or statute, ordinance, order, rule or regulation of any governmental entity or agency, including the Federal Comprehensive Environmental Response, Compensation and Liability Act, Resource Conservation and Recovery Act, or any comparable provision of State or Federal law that may be subsequently enacted or any rule or regulation promulgated thereunder.

b. Contractor agrees to protect, indemnify, hold harmless and defend Port Hueneme, its City Council, and each member thereof, and every officer, employee, representative or agent of Port Hueneme, from any and all liability, penalties, fines, forfeitures, claims, demands, actions, damages (whether in contract, or tort, including personal injury, death at any time, property damage or damage to the environment or natural resources, such as contamination or pollution), remediation and cleanup costs, or other costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this agreement performed by Contractor or its employees, subcontractors, agents and other persons acting on Contractor's behalf, including the collection, identification, handling, bulking, packaging, transport, disposal, recycling or re-use of HHW or CESQG WASTE or any other waste, whether or not they involve the violation of any State or Federal law or statute, ordinance, order, rule or regulation of any governmental entity or agency, including the Federal Comprehensive Environmental Response, Compensation and Liability Act, Resource Conservation and Recovery Act, or any comparable provision of State or Federal law that may be subsequently enacted or any rule or regulation promulgated thereunder.

c. This Agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Contractor or its employees, subcontractors, agents and other persons acting on Contractor's behalf would be held liable without fault.

d. Contractor's obligation to defend shall arise when a claim, demand, administrative order or action is made or filed, whether or not such claim, demand, administrative order or action results in a determination of liability or damages as to which Contractor is obligated to indemnify and hold harmless.

16. Insurance

a. Contractor shall obtain and maintain during the performance of any services under this Agreement the insurance coverages specified in Exhibit INS-F attached hereto and incorporated herein by this reference, issued by a company satisfactory to Oxnard's Risk Manager, and to Port Hueneme's City Manager, unless the Risk Manager and City Attorney waive, in writing, the requirement that Contractor obtain and maintain such insurance coverages.

b. Contractor shall, prior to any performance of services, file with the Risk Manager evidence of the insurance coverages specified in Exhibit INS-F. Evidence of insurance coverages shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS-F.

c. Maintenance of proper insurance coverages by Contractor is a material element of this Agreement. Contractor's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered to be a material breach of this Agreement.

17. Performance Bond

Within 20 calendar days of the Contractor's execution of this Agreement, Contractor shall furnish to Oxnard and Port Hueneme a surety bond executed by a corporate surety or irrevocable letter of credit in the amount of \$25,000 in favor of both Oxnard and Port Hueneme, in form and substance approved by the Risk Manager of Oxnard and the City Manager of Port Hueneme, guaranteeing Contractor's faithful performance of this Agreement, which shall remain in force for the term of this Agreement. Any amendment of this Agreement, extension of time, extra work, additional work or other changes may be made without the consent of the surety.

18. Independent Contractor

a. In the performance of the services under this Agreement, Contractor shall be, and is, an independent contractor, and that Contractor and its employees are not employees of Oxnard or Port Hueneme. Contractor has and shall retain the right to exercise full control over the employment direction, compensation and discharge of all persons assisting Contractor.

b. Contractor shall be solely responsible for, and shall save Oxnard and Port Hueneme harmless from, all matters relating to the payment of Contractor's employees, agents, subcontractors and sub-consultants, including compliance with social security requirements, Federal and State income tax withholding and all other regulations governing employer-employee.

c. Contractor acknowledges that Contractor and Contractor's employees are not entitled to receive from Oxnard and Port Hueneme any of the benefits or rights afforded employees of Oxnard or Port Hueneme, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

19. Contractor Not Agent

a. Except as the Environmental Resources Manager may specify in writing, Contractor and its agents, employees and subcontractors shall have no authority, expressed or implied, to act on behalf of Oxnard in any capacity, as agents or otherwise, or to bind Oxnard to any obligation.

b. Except as Port Hueneme's Solid Waste Superintendent may specify in writing, Contractor and its agents, employees and subcontractors shall have no authority, expressed or implied, to act on behalf of Port Hueneme in any capacity, as agents or otherwise, or to bind Port Hueneme to any obligation.

20. Conflict of Interest

Contractor shall promptly inform the Oxnard Environmental Resources Manager of any contract, agreement, arrangement, or interest that Contractor may enter into or have during the performance of its Agreement that may conflict with Oxnard or Port Hueneme's interests. This requirement includes contracts, agreement and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Contractor's or Contractor's clients' interest in land might be affected by the services. Contractor shall take such measures as are necessary in the performance of this Agreement to prevent actual or appearances of conflicts of interest.

21. Assignability of Agreement

Contractor agrees that this Agreement contemplates performance by Contractor and is based upon a determination of Contractor's locations, competence, experience and specialized knowledge. Assignments of any or all rights, duties, or obligations of Contractor under this Agreement will be permitted only with the express written consent of the Environmental Resources Manager, which consent may be withheld for any reason.

22. Successors and Assigns

This Agreement shall be binding upon and inure to the benefits of the heirs, executors, administrators, successors and assigns of Contractor, Oxnard and Port Hueneme.

23. Fair Employment Practices

a. Contractor agrees that all persons employed by Contractor shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all laws of the United States of America, the State of California, and Oxnard and Port Hueneme.

b. Contractor agrees that, during the performance of this Agreement, Contractor and any other parties with whom Contractor may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Contractor agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Contractor shall provide Oxnard and Port Hueneme staff with access to and, upon requests by the City of Oxnard's Environmental Resources Manager, provide copies to the Environmental Resources Manager of all of Contractor's records pertaining or relating to Contractor's employment practices, to the extent such records are not confidential or privileged under State or Federal law.

24. Force Majeure

Neither Oxnard, Port Hueneme nor Contractor shall be responsible for delays or failures in performance resulting from acts beyond the control of any of the three parties. Such acts include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

25. Time of Essence

Time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

26. Covenants and Conditions

Each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.

27. Governing Law

The construction and interpretation of this Agreement and the rights and duties of Oxnard, Port Hueneme and Contractor hereunder shall be governed by the laws of the State of California.

28. Compliance with Laws

Contractor shall comply with all Oxnard, Port Hueneme, State and Federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Contractor pursuant to this Agreement.

29. Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

30. Waiver

No waiver of a breach of any provision of this Agreement by Contractor, Oxnard or Port Hueneme shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of Oxnard, Port Hueneme or Contractor to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

31. Counterparts

This Agreement shall be executed in three or more counterparts, each of which shall be deemed an original.

32. Arbitration

In the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Contractor's compensations, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or if the parties cannot agree, then under the Rules of the American Arbitration Association.

33. Expenses of Enforcement

The prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by Oxnard's or Port Hueneme's City Attorney and expenses), including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

34. Authority to Execute

a. Oxnard acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of Oxnard.

b. Port Hueneme acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of Port Hueneme.

c. Contractor acknowledges that the person executing this Agreement has been duly authorized by the Contractor to do so on behalf of Contractor.

35. Notices

a. Any notices to Oxnard may be delivered personally or by mail address to City of Oxnard, Public Works Administration, 305 West Third Street, Oxnard, CA 93030, Attention: Jay Duncan, Recycling Manager.

b. Any notices to Port Hueneme may be delivered personally or by mail address to City of Port Hueneme, 250 N. Ventura Road, Port Hueneme, CA 93041, Attention: Ray Evans, Solid Waste Superintendent.

c. Any notices to Contractor may be delivered personally or by mail address to Clean Harbors Environmental Services, 880 W. Verdulera Street, Camarillo, CA 93010, Attention Jennifer McLaughlin, Account. Manager, Clean Harbors.

36. Amendment

The terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by the Environmental Resources Manager and Contractor, and by the Utility Services Director on behalf of Port Hueneme.

37. Entire Agreement

This Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF OXNARD

CLEAN HARBORS
ENVIRONMENTAL SERVICES, INC.


Karen R. Burnham, Interim City Manager


William F. O'Connor, Senior Vice President
WILLIAM B. HALLAM

APPROVED AS TO FORM:

CITY OF PORT HUENEME


Alan Holmberg, City Attorney


Ellis L. Green, Mayor

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM
FOR CITY OF PORT HUENEME:


James Cameron, Risk Manager


Mark Hensley, City Attorney

APPROVED AS TO CONTENT:


Rob Roshanian, Interim Public Works Director


Todd Housley, Environmental Resources Superintendent

*Exhibit A***SECTION 1- SCOPE OF SERVICES**

CONTRACTOR will provide services necessary to operate a PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY (PHHWCF) and CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR (CESQG) Program for the cities of Oxnard and Port Hueneme ("City") at the CONTRACTOR'S facility. Additional services shall include operating Temporary Household Hazardous Waste Collection Facilities at locations designated by the City. These services shall include the acceptance, packaging, labeling, profiling, manifesting, transportation and disposal of HHW and CESQG WASTE. HHW may include, but are not limited to, common household products such as household cleaning products, spot removers, floor polish, furniture polish, aerosol cans, solvents; oven cleaner, pesticides, pool chemicals, nickel-cadmium, alkaline, carbon-zinc or other small batteries, intact spent fluorescent light tubes, intact spent high intensity discharge (HDD) lamps, cathode ray tubes (CRTs), compressed gas cylinders and fire extinguishers, oil based paint, latex paint, used motor oil, used oil filters, antifreeze, spent lead-acid batteries and "sharps" in approved containers.

1. RESPONSIBILITIES OF THE CITY

A. Generator Status. The CITY shall be the generator of all waste accepted at the CITY HHW and CESQG program. As such, the City shall sign all required permits, variances, manifests and bills of lading. The CITY may authorize, in writing, the CONTRACTOR to sign manifests and bills of lading on behalf of the CITY.

B. Publicity and Informational Materials. The CITY shall employ whatever means it determines to be feasible to publicize the program including, but not limited to, direct mail, flyers, posters, press releases, utility bill inserts, and other forms public information. Program publicity shall identify acceptable and unacceptable wastes and shall advise PARTICIPANTS of transportation limitations established by applicable federal and state statutes and/or regulations.

The CITY may provide questionnaires, brochures, oil recycling containers, and other promotional and educational materials to the CONTRACTOR for distribution to PARTICIPANTS.

C. Residency Verification. The CITY shall provide the CONTRACTOR with the information necessary to determine the potential PARTICIPANT'S jurisdiction of residence. CITY shall provide CONTRACTOR with a map clearly showing the CITY'S boundaries. In the event that residency can not be verified from the map, CONTRACTOR shall request assistance from a CITY representative.

2. RESPONSIBILITIES OF CONTRACTOR

A. Appointment Based System. CONTRACTOR shall provide a local (Camarillo) phone number for HHW and- CESQG PARTICIPANTS to schedule appointments to dispose of HHW and CESOG WASTE. CONTRACTOR shall ensure that this line is staffed by a reservations specialist capable of scheduling appointments and assisting the public, Monday through Friday, between the hours of 8:30 a.m. and 4:00 p.m. except for holidays. At all other times, CONTRACTOR shall ensure that this line is answered by an automatic answering device that plays a pre-recorded message about the upcoming collection schedule and enables callers to leave a message.

CONTRACTOR shall use its best efforts to establish an internet site capable of accepting, processing and establishing appointment requests from the public. This site shall link to the CITY website.

CONTRACTOR shall respond to not less than 95 percent of messages received within 24-hours. At the time the appointment is made, CONTRACTOR shall verify the PARTICIPANTS jurisdiction of residence. The CONTRACTOR shall keep a list of appointments made, including PARTICIPANTS' name, address, telephone number and jurisdiction of residence. CONTRACTOR shall submit this list to the CITY in both a hardcopy and in an electronic format specified by the CITY, along with the invoice for collection services.

CONTRACTOR shall issue admission postcards to PARTICIPANTS in a timely manner that indicate the day and time of the appointment, location, acceptable and unacceptable materials, and waste transportation limits. The CONTRACTOR shall collect admission postcards from PARTICIPANTS upon their arrival at the site and shall complete appointment postcards for PARTICIPANTS who fail to bring their postcard to the site. The CONTRACTOR shall submit all admission postcards to the CITY along with each invoice submitted for payment.

B. Permit and Variance Acquisition - CONTRACTOR shall ensure that an Environmental Protection Agency. identification number (CAH#) applicable to HHW and CESQG WASTE collection programs is issued to all selected sites, complete and submit DTSC Permit By Rule Application, obtain all local land use permits and comply with the California Environmental Quality Act (CEQA) for each site. CONTRACTOR shall obtain a variance from DTSC to allow CONTRACTOR to collect HHW door-to-door from residences upon request by the City ("Shut-In" service). CONTRACTOR shall also renew HHWVAR990504 - Transportation and Manifesting Variance for CESQG. CONTRACTOR shall secure all necessary signatures from the CITY as required.

C. Collection Location. CONTRACTOR shall provide the location for the PHHWCF *at their facility located at 880 West Verdulera Street in Camarillo. At the request of the CITY, CONTRACTOR shall hold satellite collection programs at locations designated by the CITY.*

D. Operations/Health and Safety Plan. CONTRACTOR shall prepare and submit a site-specific Operations and Health and Safety Plan in accordance with all applicable regulations to CITY for review not later than two (2) calendar weeks prior to operation at a site for which an Operations/Health and Safety Plan has not been submitted. CONTRACTOR shall include, as a minimum requirement, in the plan: work zones for the site, indicate safety showers, eye wash stations, first aid kits, and fire extinguishers within these work zones; specify the levels of personal protective equipment to be provided, develop spill response and control measures; specify emergency and spill response procedures; indicate evacuation procedures to be followed and identify off site medical facilities available to assist in emergency situations. Contractor shall also prepare a "Quality Assurance Plan" as defined in Health & Safety Code §25218.1(j).

E. Emergency Response. CONTRACTOR shall contact and coordinate with all CUPA or other local agencies responsible for fire and hazardous waste emergency response and notify such agencies of the collection program dates, location(s) and hours of operation and all other information required by Health & Safety Code §25218.2. CONTRACTOR shall establish contingency measures should an incident occur.

F. Trained and Qualified Personnel. CONTRACTOR shall use qualified staff trained in spill response, general health and safety, and emergency procedures to collect, sort, identify, package, manifest, transport and arrange for the treatment and/or disposal of incoming wastes. CONTRACTOR personnel shall be capable of emergency response and cleanup of hazardous spills. CONTRACTOR shall ensure that its personnel sorting, labpacking, bulking, and packaging HHW and/or CESQG WASTE meet the personnel training requirements specified in §66264.16(a) and the requirements of the Occupational Safety and Health Administration (OSHA) CCR, Title 8. CONTRACTOR ensures its supervisors and hazardous waste drivers conform with Department of Transportation (DOT) hazardous materials transportation regulation (HM-126F). Copies of all 40-hour OSHA training certificates shall be maintained on site during operations.

G. General Facility Operations. CONTRACTOR shall provide all expertise, equipment and supplies necessary to operate a HHW and/or CESQG WASTE collection program including, but not limited to the following: provide properly trained and qualified personnel, provide emergency response services when required; distribute and collect public information materials, collect appointment postcards from PARTICIPANTS, receive HHW and/or CESQG WASTE, utilize appropriate management methods for waste collected; identify unknown wastes; package and label wastes; and provide on-site interim storage, transport, recycle, treat, and/or dispose of wastes

CONTRACTOR shall provide personnel to control on-site traffic, greet PARTICIPANTS, unload PARTICIPANT'S vehicles, and identify and segregate wastes. CONTRACTOR shall instruct PARTICIPANTS to remain in their vehicles at all times. Prior to unloading, CONTRACTOR shall scan the material for any potential unacceptable waste. CONTRACTOR shall service HHW and CESQG WASTE PARTICIPANTS within 10 minutes of PARTICIPANT'S arrival at the facility or traffic queue.

In the event PARTICIPANT exceeds the amount of material reasonably considered to be one load or is greatly in excess of HHW transportation limits, CONTRACTOR shall photograph load and provide photograph to CITY along with the CONTRACTOR's invoice for payment.

H. Unacceptable Waste. CONTRACTOR shall accept waste from PARTICIPANTS in accordance with the approved "Quality Assurance Plan" as defined in -Health & Safety Code §. CONTRACTOR shall make every effort to prevent the acceptance of unacceptable wastes including radioactive material, unstable explosives, stable explosives such as fireworks and ammunition and bio-hazardous waste with the exception of "sharps" contained in an appropriate container. Unacceptable wastes brought to the collection program by HHW or CESQG PARTICIPANTS, which the CONTRACTOR deems to be a hazard to the public or

environment if not accepted, shall be accepted by the CONTRACTOR. In this instance, or if unacceptable wastes are inadvertently accepted, CONTRACTOR shall notify the CITY by the following business day. CONTRACTOR shall arrange for the proper and legal transportation and disposal of unacceptable waste. In the event that unacceptable waste is not an immediate hazard to the public, CONTRACTOR shall follow the procedures set forth in Exhibit A, Section V.

I. Surveys and Information Materials. If requested by the CITY, CONTRACTOR shall provide personnel to distribute information materials, used oil recycling containers, etc., and collect survey information from PARTICIPANTS.

J. CESQG Collection. CONTRACTOR shall accept waste from CESQG PARTICIPANTS only during hours in which the site is not open to HHW PARTICIPANTS. CONTRACTOR shall collect fees from all CESQG PARTICIPANTS.

K. Packaging and Labeling of Wastes. CONTRACTOR shall provide all personnel and materials to properly labpack or bulk HHW and/or CESQG WASTE. CONTRACTOR shall ensure that, all packaged materials are properly labeled prior to transport. Bulk liquids and labpacked drums shall be packaged to the maximum allowed by pertinent federal and state regulation and the standards of the treatment or disposal facilities accepting the material. CONTRACTOR shall make all reasonable efforts to ensure that all containers are labpacked with a minimum of wasted space.

L. Manifesting and Transporting of Wastes. CONTRACTOR shall transport all packaged and labeled HHW and/or CESQG WASTES to their destinations as permitted by Health & Safety Code § 25218.4 and §25218.5, or by a registered hazardous waste hauler licensed through the appropriate federal and state agencies to haul such waste as appropriate. CONTRACTOR shall be responsible for the preparation of all Bills of Lading or Hazardous Waste Manifests in accordance with DOT and State regulations. Shipping papers shall be made available to the CITY prior to shipment for review. No waste shall be stored at the Permanent Household Hazardous Waste Collection Facility longer than one year as designated by Permit by Rule regulations.

M. Recycling, Treatment and Disposal. CONTRACTOR shall make arrangements for the proper recycling, treatment, long-term storage or disposal of collected HHW and or CESQG WASTES using methods and facilities specified in Exhibit A, Sections III and IV. CONTRACTOR shall ensure that all facilities used are fully permitted and approved by federal and local agencies as hazardous waste recycling, treatment, storage and/or disposal facilities.

N. Documentation and Reporting. CONTRACTOR shall provide reports documenting collection activities to the CITY within 30 calendar days of the end of each calendar quarter. The report shall include at a minimum copies of all shipping papers, waste quantities and CIWMB Form 303.

O. Equipment. CONTRACTOR agrees to supply all equipment designated on Exhibit A, Section VI, at no cost to the CITY for use at the PHHWCF.

P. Reuse Program. In conjunction with HHW & CESQG collection and disposal, CONTRACTOR shall operate a reuse program. CONTRACTOR shall make available to the public certain hazardous and recyclable materials for the purpose of reuse. CONTRACTOR shall institute measures to maximize reuse opportunities. CONTRACTOR shall provide the CITY with a reuse plan and ensure that each member of the public that accepts material from the reuse program receives and signs a Waiver of Liability and Release for Reuse of Hazardous and Recycled Materials.

Q. Recycling, Treatment and Disposal. Contractor shall arrange for the proper recycling, treatment, long-term storage or disposal of collected HHW or CESQG WASTE, using the methods and facilities specified in Section III of this Exhibit A. Contractor shall ensure that all facilities used are fully permitted and approved by Federal, State and local agencies as hazardous waste recycling, treatment, storage or disposal facilities.

SECTION II- LIST OF HAZARDOUS WASTE TRANSPORTERS

CONTRACTOR shall use any or all of the following hazardous waste transporters for waste collected from the CITY Permanent HHW Collection Facility and/or CESQG ,WASTE program. All transporters listed below are properly licensed and certified.

Name/Add ress	EPA I.D. Number	Phone No./Contact	Waste Transported
Clean Harbors Environmental Services, Inc. P.O. Box 9149 Norwell, MA 02061	MAD03932250	(781) 792-5760 Tony Cellucci	Hazardous Waste, Non-Hazardous Waste, Supplies
Smith Systems Transportation, Inc. PO Box 2455 Scottsbluff, NE 69363	NED986382133 DOT ID#472690	(308) 632-5148 Mike Bayne	Hazardous Waste, Non-Hazardous Waste, Supplies

SECTION III - RECYCLING AND DISPOSAL FACILITIES

CONTRACTOR shall use any or all of the following permitted waste management facilities for the disposal or recycling of waste collected at CITY events or HHW pickups.

Clean Harbors Aragonite 11699 North Aptus Aragonite, UT 84029	UTD981552177	(801) 323-8100 Shawn Raju	Incineration of Drummed Waste
Clean Harbors Buttonwillow 2500 West Lokern Road Buttonwillow, CA 93206	CAD980675276	(661) 762-6200 Marianna Buoni	Landfill of Asbestos
Clean Harbors LaPorte 500 Battleground Road La Porte, TX 77571	TXD982290140	(281) 476-0645 Jay Adair	Treatment of Cylinders
Clean Harbors Chicago 11800 S Stony Island Ave Chicago, IL 60617	ILD000608471	(773) 646-6202 John Lancaster	Recycling of PCB Light Ballasts and Fluorescent Tubes
Clean Harbors El Dorado 309 American Circle El Dorado, AR 71730	ARD069748192	(870) 863-7173 James East	Incineration of Drummed Waste
Clean Harbors Kimball 2247 South Highway 71 Kimball, NE 69145	NED981723513	(308) 235-4012 Jared Hunsaker	Incineration of Drummed Waste Fuel Blending of Paint
DeMenno Kerdoon 2000 N. Alameda Street Compton, CA 90222	CAT080013352	(310) 537-7100 Bonnie Booth	Recycling of Oil and Antifreeze
Electronics Recyclers 2860 S. East Ave Fresno, CA 93725	CAD000293898	(559) 442-3960 Aaron Blum	Recycling of CRT's and CED's
Filter Recycling Service, Inc 180 West Monte Ave Rialto, CA 92376	CAD982444481	(800) 698-4377 Wade Riddering	Oil Filter Recycling
Industrial Container 1051 Union Street Montebello, CA 90640	No EPA I.D. Required	(323) 724-8507 Kelly Simpson	Recycle of Empty Drums
Interstate Battery 321 State Street Fairfield, CA 94533	No EPA I.D. Required	(707) 422-9427 Rick Lynn	Auto Battery Recycling
Kinsbursky Brothers, Inc. 1314 North Lemon Street Anaheim, CA 92801	CAD088504881	(714) 738-8516 Paul Schneider	Recycling of Household Batteries
Mercury Waste Solutions 21211 Durand Avenue Union Grove, WI 53182	WIR000000356	(262) 878-2599 Joe Carruth	Mercury Recovery/Recycling

**SECTION IV: PROPOSED RATE SCHEDULES
FISCAL YEAR 13/14 – 14/15**

**Permanent HHW Collection Facility (PHHWCF) and CESQG Waste
Program Mobilization, Operation, Disposal and Recycling Fees**

PHHWCF OPERATIONS FEES

A fixed cost for labor, materials, packaging and labeling, transportation, and disposal and recycling charges apply to all items listed under Fixed Fees.

Fixed Fees

These costs include the labor and materials required to operate HHW and CESQG events

Year 1 – FY 13/14

HHW Participants	\$85.00/Load
Door-to-Door HHW Pickups	\$85.00/Pickup

Year 2 – FY 14/15

HHW Participants	\$87.50/Load
Door-to-Door HHW Pickups	\$87.50/Pickup

Fixed Fees – Agreement with California Architectural Paint Care Program (Paint Care)

These costs include the labor and materials required to operate HHW and CESQG events once the City enters an agreement with Paint Care and Clean Harbors is contracted to manage the paint for this program.

Year 1 – FY 13/14

HHW Participants	\$72.25/Load
-------------------------	---------------------

Year 2 – FY 14/15

HHW Participants	\$74.40/Load
Door-to-Door HHW Pickups	\$74.40/Pickup

For the purpose of this contract, a load refers to Federal Department of Transportation (DOT) legal limit of hazardous material that an individual may transport at one time. DOT regulations limit this amount to 15 gallons or 125 pounds. Should a vehicle grossly exceed these limits, additional loads will be charged.

MOBILE COLLECTION EVENT FEES

a. **Start Up Costs (per location)**

• Preparation of Permit By Rule	\$245
• Preparation of Site-Specific Operations Plan	\$485
• Preparation of Site-Specific Safety & Health Emergency Response Plan	\$245
	\$975

b. Event Mobilization Costs

- Mobilization \$1,785/event

c. Mobile Event Fixed Fees

- HHW Customer \$85.00/vehicle, 50 car minimum

Total Event Estimate: \$7010/event

CONDITIONALLY EXEMPT SMALL QUANTITY GENERATORS

A fixed cost for labor, materials, packaging and labeling and transportation, apply to all items listed under Fixed Fees.

Fixed Fees

These costs include the labor and materials required to operate the CESQG program

CESQG Participants \$36.50/Business

The City of Oxnard agrees to pay not to exceed \$250 per CESQG, or \$500 per contract year for each CESQG from the City of Oxnard, and not to exceed a total of \$10,000 for all CESQG participants from Oxnard Businesses.

Acceptable Waste Disposal and Recycling Costs

The costs below include all labor, materials, packaging and labeling, transportation, and disposal and recycling charges for all wastes collected at the CESQG Waste Program.

a.) Automotive Products for Recycling

- Antifreeze \$1.50/gallon
- Used Motor Oil \$0.50/gallon
- Used Oil Filters \$0.75/pound
- Lead-Acid Batteries No Charge

b.) Other Waste for Recycling

- Latex Paint \$3.60/gallon or \$0.40/pound
- Nickel-cadmium, Alkaline, Carbon Zinc or other small Batteries \$1.10/pound
- Intact Spent Fluorescent Light Tubes \$0.20/foot
- Mercury \$12.00/pound
- Empty Drums \$25.00/drum

c.) Waste for Fuel Blending

- Oil-Based Paint \$4.00/gallon or \$0.60/pound
- Solvents \$2.50/gallon

d.) Waste for Incineration

•	*Overpacks	\$1.25/pound
•	*Non-reactive Labpacks	\$3.20/pound
•	*Reactive Labpacks	\$7.20/pound
•	*Aerosols	\$2.60/pound
•	*Polychlorinated Biphenyls (PCBs)	\$2.80/pound
•	*Propane Cylinders (Camp Stove Type)	\$5.00/each
•	Propane Tanks (BBQ Style)	\$25.00/each
•	Sharps	\$75.00/4-quart container

e.) Waste for Landfill

•	*Asbestos	\$1.00/pound
---	-----------	--------------

SECTION V-HANDLING OF UNEXPECTED OR DANGEROUS MATERIAL

In the event that known explosives, radioactive materials, biological contaminants and/or reactive materials (unacceptable for planned disposal) are brought to the Permanent HHW Collection Facility and/or CESQG Waste Program, CONTRACTOR shall assess the situation, and if necessary, immediately alert the appropriate agency and private waste handling company. CONTRACTOR shall arrange for the handling and disposal of unacceptable materials if CONTRACTOR deems that such materials cause an immediate hazard to the public or the environment. In so far as possible, CONTRACTOR shall implement the appropriate management techniques for the materials identified below.

• ***RADIOACTIVE MATERIAL***

Commonly identified by:

Handling Procedures:

Visual and Geiger Counter

Most radioactive materials encountered at HHW collections are beta emitters

Safely isolate in a small metal drum

•

• ***UNSTABLE EXPLOSIVES*** (crystallized Picric Acid, Ethers)

Commonly identified by:

Handling Procedures:

Visual

Depending on type and condition, stabilize by submersion in water and/or isolated from the public.

Notify fire department and bomb squad.

•

• ***STABLE EXPLOSIVES*** (fireworks, ammunition)

Commonly identified by:

Handling Procedures

Visual

Inform PARTICIPANT to take the materials to local fire or police department for disposal

•

• ***COMPRESSED GAS CYLINDERS***

Commonly identified by:

Handling Procedures

Visual

Isolate, Package and Label

•

• ***PYROPHORICS***

Commonly identified by:

Handling Procedures:

Visual

Immediately separate Pyrophorics and place in airtight containers to prevent reaction. Then labpack individually within 5-gallon containers and cushion with vermiculite to prevent leakage.

Highly reactive, explosives, gas cylinders and pyrophoric waste shall be priced on a case-by-case basis at cost plus 10 percent. Unacceptable wastes shall not be included in the \$85.00 cost per vehicle.

SECTION VI - LIST OF EQUIPMENT

CONTRACTOR agrees to supply the following equipment for use at the PHHWCF at no cost to the CITY.

1. 3,200 square foot Metal Building
2. 230-gallon Waste Oil Tank with Secondary Containment
3. CAT GP-18 3,500# Forklift
4. Drum Dollies (2)
5. Drum Tilter
6. Drum Grabber
7. Drum Sling
8. Drum Deheader
9. Spark Proof Hammers (2)
10. Speed Wrench/Socket (2)
11. Bung Wrench (2)
12. Chemical Resistant Carts (6)
13. Sorting Tables (2)
14. Fire Extinguishers (4)
15. Electronic Digital 4x4 Platform Scale
16. Signage
17. Traffic Barricades and Delineators
18. Brooms (2)
19. Shovels (2)
20. Geiger Counter
21. Fingerprint Identification Kit
22. Bulking Grills (2)
23. Two-way Radios (4)

INSURANCE REQUIREMENTS FOR CONSTRUCTION PROJECTS

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

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$5,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project location or shall be twice the occurrence amount;

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

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

d. Course of Construction Insurance providing coverage for "all risks" of loss in an amount not less than the completed value of the project, with City named as Owner and Insured.

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

2. Contractor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-F. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. A-7590
300 West Third Street, Suite 302
Oxnard, California 93030

3. Contractor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Contractor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-F or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 and CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance or self-insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

7. All insurance standards applicable to Contractor shall also be applicable to Contractor's subcontractors. Contractor agrees to maintain appropriate agreements with subcontractors and to provide proper evidence of coverage upon receipt of a written request from the Risk Manager.

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS***Certificates of Insurance***

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for general liability and automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-F.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE

SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER A

SPECIFY COMPANY NAMES IN THIS SPACE

COMPANY
LETTER B**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$5,000,000 PRODUCTS COMP/OP AGG. \$5,000,000 PERSONAL & ADV. INJURY \$5,000,000 EACH OCCURRENCE \$5,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Contract, Course of Construction Insurance				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000 Course of Construction Completed Value of Project

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**

City of Oxnard
 Attn: Risk Manager
 Reference No. A-7590
 300 W. Third Street, Suite 302
 Oxnard CA 93030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

INS-F.doc

Rev. 5/13

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing

AGENDA ITEM NO.: 1

DATE: November 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Ashley Golden
Development Services Director

SUBJECT: Planning and Zoning Permit No. 17-550-03 (Major Modification to a Special Use Permit), for Property Located at 161 West Stroube Street (Vineyard Gardens Apartments). (10/5/5)

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

RECOMMENDATION:

That the City Council:

1. Approve the first reading by title only and waive further reading of an amendment to Ordinance No. 2481 to delete the requirement that the existing 62 affordable housing units be converted to condominium or cooperative ownership; and
2. Adopt a resolution modifying City Council Resolutions No. 11,490 and 11,491 to delete the requirement that the existing 62 affordable housing units be converted to condominium or cooperative ownership.

BACKGROUND

Vineyard Gardens Apartments is a 62-unit, affordable family rental development located at 161 West Stroube Street, Oxnard, California (the “Community”) and is owned by Vineyard Gardens Associates, LP (the “Seller”). Vineyard Gardens Associates, LP proposes to sell the Community to Vineyard Oxnard AR, L.P. (the “Buyer” and/or the “Partnership”).

Vineyard Gardens Apartments (10/5/5)

November 28, 2017

Page 2

The Seller originally received an allocation of tax credits in 1997 restricting rents to 30%-50% of the Area Median Income (“AMI”). A regulatory agreement was executed between the owner and California Tax Credit Allocation Committee (“CTCAC”) which restricted the income levels for 55 years (expiring in 2055). In 1999, the City of Oxnard (the “City”) and the Seller also entered into a regulatory agreement which describes the agreement between the City and the Seller (“City Regulatory Agreement”). On May 10, 2000, the California Tax Credit Allocation Committee (“CTCAC”) regulatory agreement was recorded on the Community’s title and from that time and for a term of 55 years the property is required to be maintained as residential *rental* property.

City Ordinance 2481 (adopted on January 12, 1999) and City Resolutions 11,490 and 11,491 (adopted on December 15, 1998) specified that the affordable housing project was required to be converted to a condominium or cooperative ownership within 15 years of the approval or by December 31, 2016. This conversion is in conflict with the original CTCAC financing agreement.

To ensure the continued compliance with the CTCAC, the Seller is requesting modification of City Ordinance No. 2481 and City Resolutions Nos. 11,490 and 11,491 to delete Part 2 Section B of the Ordinance and Section 2 of the Resolutions. This will enable the City Council to bring the City’s June 24, 1999 Regulatory Agreement into line with the CTCAC regulatory agreement that the property be maintained exclusively for rental purposes.

On October 5, 2017, the Planning Commission unanimously adopted a resolution recommending City Council approval of the proposed ordinance and resolution modifications (see Attachment A).

ORDINANCE AMENDMENT AND RESOLUTION AMENDMENT REQUESTS

Council adopted Ordinance No. 2481 and City Resolutions 11,490 and 11,491 (see Attachment B) contained a statement which required the conversion of the apartments into condominium or cooperative ownership; this language is now proposed to be eliminated. The language which will be removed within the ordinance and resolutions is:

“The units will be apartments when constructed, but will be converted to condominiums or cooperative ownership no sooner than the expiration of 15 years from the date of issuance of the first certificate of occupancy, and no later than December 31, 2016, in accordance with the applicable federal law and regulations for affordable housing tax credits, and subject to authorization by the California tax Credit Allocation Committee or any successor thereto, with residents at that time having a right of first refusal to purchase the condominium or cooperative ownership units, subject to all applicable affordability and alienation restrictions imposed upon the project in the course of its development and entitlement to low income housing tax credits.”

Vineyard Gardens Apartments (10/5/5)

November 28, 2017

Page 3

The provisions for affordability originally provided by the City Regulatory Agreement will be continued by the extension of the CTCAC affordability period through 2073 (see Attachment C, Resolution and First Amendment to Draft Regulatory Agreement).

In determining the history for inclusion of the condominium conversion or cooperative ownership provision, staff consulted with the Housing Department and Barbara Macri-Ortiz. The history and origins of the requirement to convert the units from apartment to for sale units is unknown. The requirement that they convert these units was not a requirement of the original approval, or any legal instrument for construction and financing of the project.

The amendment to the ordinance and resolutions will have no impact on the number of units, the affordability of the units and affordability distribution (AMI). Following the transfer of the property to the Partnership, the Partnership will refinance the existing indebtedness, obtain new tax credit equity, and invest approximately \$1,000,000 to renovate and improve the community's operating efficiency. Upon the completion of the renovation of the community, the expiration date of the existing CTCAC affordability covenants will be extended to 2073 (the prior expiration date was 2055). The development will be rehabilitated in one phase which is projected to begin in January 2018 and completed in June 2018. During the rehabilitation, the existing residents will remain in place.

All of the current tenants of the community will be permitted to continue occupancy of their units at the current rents under the CTCAC regulatory provision which specifies that "Households determined to be income-qualified during the initial 15-year compliance period are considered concurrently income-qualified for the purposes of the Extended Use period." All existing tenant households were income-qualified during the initial compliance period, and thus will continue to be considered income-qualified (and hence, eligible to continue residing in the property). Thus, even if a tenant household's income has increased, they will not be displaced.

City approval of the ordinance and resolution amendments will remove the requirement that the units be converted to condominium or cooperative ownership units and allow the loans on the property to be refinanced. The City Regulatory Agreement contained a rental preference for 10 farmworkers. No change will be made to this provision.

ENVIRONMENTAL DETERMINATION

The ordinance and resolution modifications have been found to be exempt from environmental review based on the general rule exemption, in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3) where it can be seen with certainty that changing a local regulatory agreement to be consistent with a state agency regulation will not have a significant effect on the environment.

COMMUNITY WORKSHOP AND PUBLIC INPUT

On September 7, 2017, the Applicant mailed 188 notices of the Community Workshop meeting

Vineyard Gardens Apartments (10/5/5)
November 28, 2017
Page 4

to all property owners within the El Rio West neighborhood. Two signs were posted on the site ten days prior to the Community Workshop. The Community Workshop was conducted on September 18, 2017. Only one member of the public attended the meeting to learn about the regulatory change/project. No questions from the member were asked. At the Planning Commission's October 5, 2017 public hearing no one from the community attended the meeting.

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.

Objective 2b. Improve relationships and communication between the City and the business community.

FINANCIAL IMPACT

This project will result in the private investment of funds towards the renovation of an apartment housing project. Those improvements will result in increased future property tax.

ATTACHMENTS:

Attachment A - Planning Commission Resolution

Attachment B - Ordinance and resolutions 11,490-11,492

Attachment C - Draft Regulatory Agreement

Attachment D - Vineyard Gardens Resolution

Attachment E - Draft Ord.

RESOLUTION NO. 2017-28

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF OXNARD RECOMMENDING THAT THE CITY COUNCIL APPROVE A MAJOR MODIFICATION TO A SPECIAL USE PERMIT FOR A PLANNED RESIDENTIAL GROUP (PLANNING AND ZONING PERMIT NO. 17-550-03) TO REMOVE THE REQUIREMENT FOR A CONDOMINIUM OR COOPERATIVE OWNERSHIP AND AMEND IN ORDINANCE NO. 2481, AND RESOLUTION OF APPROVAL NUMBERS 11,490, 11,491, AND 11,492 TO REMOVE THE SPECIFIC PROVISIONS OF THE ORDINANCE AND RESOLUTIONS THAT IMPOSED THIS REQUIREMENT FOR THE PROPERTY LOCATED AT 161 W. STROUBE STREET. FILED BY VINEYARD GARDENS ASSOCIATION, L.P., 330 WEST VICTORIA STREET, GARDENA, CA 90248.

WHEREAS, on December 15, 1998, the City Council adopted Resolutions 11,490, 11,491, and 11,492 approving a General Plan Amendment, granting a Special Use Permit for a Planned Residential Group, and approving a Settlement Agreement for the property located at 161 West Stroube Street; and

WHEREAS, the Resolutions contained the same language within Section 2 that stipulated that the units will be apartments when constructed, but will be converted to condominium or cooperative ownership no sooner than the expiration of 15 years from the date of issuance of the first certificate of occupancy, and no later than Dec., 31, 2016; and

WHEREAS, on January 12, 1999, the City Council adopted Ordinance No. 2481 to permit a zone change for the property located at 161 W. Stroube Street and said Ordinance stipulated that the units will be apartments when constructed, but will be converted to condominium or cooperative ownership no sooner than the expiration of 15 years from the date of issuance of the first certificate of occupancy, and no later than Dec., 31, 2016; and

WHEREAS, the community was originally financed with low income housing tax credits and was placed into service in 1999. On May 10, 2000, the California Tax Credit Allocation Committee ("CTCAC") regulatory agreement was recorded on the Community's title and from that time and for a term of 55 years the property is required to be maintained as residential rental property; and

WHEREAS, to ensure the continued compliance with the CTCAC, the Applicant request modification of City Ordinance 2481 and City Resolutions 11,490 - 11,492 to delete Part 2 Section B of Ordinance No. 2481 and Section 2 of the Resolutions. This will enable the City Council to bring the City's June 24, 1999 Regulatory Agreement into line with the CTCAC regulatory agreement; and

WHEREAS, the Planning Division has completed a preliminary environmental review and determined that the ordinance and resolution modifications have been found to be exempt from environmental review based on the general rule exemption, in accordance with the

Resolution No. 2017-28
 PZ 17-550-03 (SUP for a PRG)
 October 18, 2017
 Page 2 of 2

California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3). where it can be seen with certainty that changing a local regulatory agreement to be consistent with a state agency regulation will not have a significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF OXNARD:

SECTION 1. Based on the findings set forth herein, the Planning Commission hereby recommends City Council approval of this Major Modification to a Special Use Permit for a Planned Residential Group - Planning and Zoning Permit 17-550-03.

SECTION 2. The Planning Commission hereby recommends that the City Council amend Ordinance No. 2481 and Resolution Nos. 11,490, 11,491 and 11,492 to remove the requirement that the project be converted to condominium or cooperative ownership.

SECTION 3. The decision of the Planning Commission shall be recommendation to the City Council.

SECTION 4. The Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED by the Planning Commission of the City of Oxnard on this 18th day of October 2017.

Deirdre Frank, Chair

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Planning Commission of the City of Oxnard at a meeting held this 18th day of October 2017, and carried by the following vote:

AYES: Commissioner(s): Frank, Sanchez, Stewart, Dozier, Chua

NOES: Commissioner(s):

ABSENT: Commissioner(s): Huber, Fuhring

ABSTAIN: Commissioner(s):

Kathleen Mallory, Secretary

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 11,490

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
GENERAL PLAN AMENDMENT NO. PZ 98-5-6 AMENDING THE LAND USE
DESIGNATION FROM NEIGHBORHOOD COMMERCIAL TO MEDIUM DENSITY
RESIDENTIAL FOR PROPERTY LOCATED SOUTH OF COLLINS STREET, NORTH OF
STROUBE STREET, AND WEST OF VINEYARD AVENUE WITHIN THE EL RIO WEST
NEIGHBORHOOD, FILED BY BIALOSKY PEIKERT ARCHITECTS, 4189-1
CARPINTERIA AVENUE, CARPINTERIA, CALIFORNIA 93013.

WHEREAS, Planning Commission Resolution No. 98-27 recommended approval of
General Plan Amendment No. PZ 98-5-6, filed by Bialosky Peikert Architects to amend the land
use designation of the subject property from Neighborhood Commercial to Medium Density
Residential; and

WHEREAS, the City Council has carefully reviewed the decision of the Planning
Commission; and

WHEREAS, since the project was considered by the Planning Commission, the applicant
has reduced the number of apartment units from 94 to 62 and the size of the subject property
from 5.48 acres to 3.75 acres; and

WHEREAS, although the project considered by the Planning Commission had more units
and more acreage than the project that is the subject of this resolution, the projects are
substantially similar, and this resolution does not constitute a substantial modification of the
recommendation made by the Planning Commission; and

WHEREAS, in accordance with the California Environmental Quality Act, the City
Planner has provided public notice of the intent of the City to adopt a mitigated negative
declaration for the original project, and the City Council has considered the proposed mitigated
negative declaration, together with any comments received during the public review process,
finds on the basis of the initial study and any comments received that with the imposition of
mitigation measures as conditions of approval there is no substantial evidence that the project
would have a significant effect on the environment, further finds that the mitigated negative
declaration reflects the independent judgment of the City, and approves the mitigated negative
declaration; and

WHEREAS, although the mitigated negative declaration reviewed a project of 94 units
on 5.48 acres, and the project that is the subject of this resolution contains 62 units on 3.75 acres,
the projects are substantially similar, so that the mitigated negative declaration is adequate for the
reduced project as well as the original project; and

Resolution No.
Page 2

WHEREAS, although the mitigated negative declaration suggests that the developer negotiate with affected school districts to reach an agreement concerning impacts that are not mitigated by payment of school mitigation fees, the mitigated declaration does not conclude that the project will have such impacts; further, statutes that became effective since the mitigated negative declaration was prepared amend Government Code sections 65995 and 65996 to preempt the City Council from imposing such a condition of mitigation on the project.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that General Plan Amendment No. PZ 98-5-6, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved subject to the following conditions:

1. The project shall be reserved for 15 years for occupancy by low-income families (as defined in Health and Safety Code section 50079.5) and be in compliance with the State and federal Low-Income Housing Tax Credit program, with 10 of the units being reserved for 15 years for occupancy by low-income farm worker families.
2. The units will be apartments when constructed, but will be converted to condominium or cooperative ownership no sooner than the expiration of 15 years from the date of issuance of the first certificate of occupancy, and no later than December 31, 2016, in accordance with applicable federal law and regulations for affordable housing tax credits, and subject to authorization by the California Tax Credit Allocation Committee or any successor thereto, with residents at that time having a right of first refusal to purchase the condominium or cooperative ownership units, subject to all applicable affordability and alienation restrictions imposed upon the project in the course of its development and entitlement to low income housing tax credits.
3. Before City staff will issue a certificate of occupancy for the project, developer shall record a covenant, approved as to form by the City Attorney, that requires developer or its successors in interest to convert the project to condominium or cooperative ownership consistent with the foregoing condition.
4. Developer shall provide for the project at least one full time manager who resides in the project and one part time resident services manager.
5. Developer shall defend, indemnify and hold harmless the City of Oxnard and its agents, officers and employees from any damages, claims, actions or proceedings against the City of Oxnard or its agents, officers or employees to attack, set aside, void or annul, in whole or in part, the City Council's approval of this resolution.

PASSED AND ADOPTED this fifteenth day of December, 1998, by the following vote:

Resolution No. 11,490
Page 3

AYES: Councilmembers Lopez, Maulhardt, Pinkard, Zaragoza.

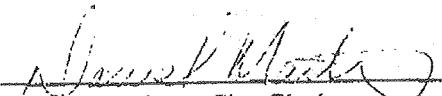
NOES: Councilmember Holden.

ABSENT: None.



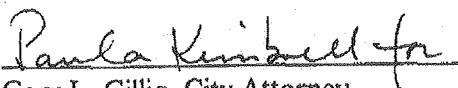
Dr. Manuel M. Lopez, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

ORDINANCE NO. 2481

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
ZONE CHANGE NO. PZ 98-5-6 FOR PROPERTY LOCATED SOUTH OF
COLLINS STREET, NORTH OF STROUBE STREET, AND WEST OF VINEYARD
AVENUE WITHIN THE EL RIO WEST NEIGHBORHOOD, FILED BY BIALOSKY
PEIKERT ARCHITECTS, 4189-1 CARPINTERIA AVENUE, CARPINTERIA, CA 93013.

WHEREAS, Planning Commission Resolution No. 98-28 recommended approval of an application filed by Bialosky Peikert Architects to adopt an ordinance rezoning 5.48 acres of property located as described above from C-2-PD (General Commercial Planned Development) to R-3-PD (Garden Apartments Planned Development); and

WHEREAS, since the project was considered by the Planning Commission, the applicant has reduced the size of the subject property from 5.48 acres to 3.75 acres; and

WHEREAS, the City Council has carefully reviewed the decision of the Planning Commission; and

WHEREAS, although the project considered by the Planning Commission had more units and more acreage than the project that is the subject of this ordinance, the projects are substantially similar, and this ordinance is merely of lesser scope than the ordinance considered by the Planning Commission, does not constitute a change in the Planning Commission's recommendation, and referral of the reduced project back to the Planning Commission is not necessary; and

WHEREAS, the City Council has conducted a hearing and received evidence in favor of and opposed to the application for a zone change; and

WHEREAS, in accordance with the California Environmental Quality Act, the City Planner has provided public notice of the intent of the City to adopt a mitigated negative declaration for this project, and the City Council has considered the proposed mitigated negative declaration, together with any comments received during the public review process, finds on the basis of the initial study and any comments received that with the imposition of mitigation measures as conditions of approval there is no substantial evidence that the project will have a significant effect on the environment, further finds that the mitigated negative declaration reflects the independent judgment of the City, and approves the mitigated negative declaration; and

WHEREAS, although the mitigated negative declaration reviewed a project of 94 units on 5.48 acres, and the project that is the subject of this ordinance contains 62 units on 3.75 acres, the projects are substantially similar, so that the mitigated negative declaration is adequate for the reduced project as well as the original project; and

Ordinance No. 2481
Page 2

WHEREAS, although the mitigated negative declaration suggests that the developer negotiate with affected school districts to reach an agreement concerning impacts that are not mitigated by payment of school mitigation fees, the mitigated negative declaration does not conclude that the project will have such impacts; further, statutes that became effective since the mitigated negative declaration was prepared amend Government Code sections 65995 and 65996 to preempt the City Council from imposing such conditions of mitigation on the project.

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

Part 1. The zoning governing 3.75 acres of property located south of Collins Street, north of Stroube Street and west of Vineyard Avenue, as shown on the map on file with the City Clerk labeled Zone Change No. PZ 98-5-6, is hereby changed from C-2-PD (General Commercial Planned Development) to R-3-PD (Garden Apartments Planned Development).

Part 2. This ordinance is subject to the following conditions:

A. The project shall be reserved for 15 years for occupancy by low-income families (as defined in Health and Safety Code section 50079.5) and be in compliance with the State and federal Low-Income Housing Tax Credit program, with 10 of the units being reserved for 15 years for occupancy by low-income farm worker families.

B. The units will be apartments when constructed, but will be converted to condominium or cooperative ownership no sooner than the expiration of 15 years from the date of issuance of the first certificate of occupancy, and no later than December 31, 2016, in accordance with applicable federal law and regulations for affordable housing tax credits, and subject to authorization by the California Tax Credit Allocation Committee or any successor thereto, with residents at that time having a right of first refusal to purchase the condominium or cooperative ownership units, subject to all applicable affordability and alienation restrictions imposed upon the project in the course of its development and entitlement to low income housing tax credits.

C. Before City staff will issue a certificate of occupancy for the project, developer shall record a covenant, approved as to form by the City Attorney, that requires developer or its successors in interest to convert the project to condominium or cooperative ownership consistent with the foregoing condition.

D. Developer shall provide for the project at least one full time manager who resides in the project and one part time resident services manager.

E. Developer shall defend, indemnify and hold harmless the City of Oxnard and its agents, officers and employees from any damages, claims, actions or proceedings against the City of Oxnard or its agents, officers or employees to attack, set aside, void or annul, in whole or in part, the City Council's approval of this ordinance.

Ordinance No. 2481
Page 3

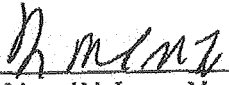
Part 3. Pursuant to Government Code section 65863.5, within 30 days from the adoption of this ordinance the City Clerk shall mail a copy thereof to the Assessor of Ventura County.

Part 4. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation within the City. Ordinance No. 2481 was first read on December 15, 1998, and finally adopted on January 12, 1999, to become effective thirty days thereafter.

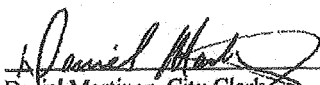
AYES: Councilmembers Zaragoza, Holden, Lopez, Maulhardt, Pinkard.

NOES: None.

ABSENT: None.


Dr. Manuel M. Lopez, Mayor

ATTEST:


Daniel Martinez, City Clerk

APPROVED AS TO FORM:


Gary L. Gillig, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 11,491

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD UPHOLDING AND MODIFYING PLANNING COMMISSION APPROVAL OF PLANNING AND ZONING PERMIT NO. 98-5-6 TO PERMIT THE DEVELOPMENT OF A 62 UNIT APARTMENT COMPLEX AS A PLANNED RESIDENTIAL GROUP, FOR PROPERTY LOCATED SOUTH OF COLLINS STREET, NORTH OF STROUBE STREET, AND WEST OF VINEYARD AVENUE WITHIN THE EL RIO WEST NEIGHBORHOOD, FILED BY BIALOSKY PEIKERT ARCHITECTS, 4189-1 CARPINTERIA AVENUE, CARPINTERIA, CA 93013.

WHEREAS, Planning Commission Resolution No. 98-29 approved Planning and Zoning Permit No. 98-5-6, applied for by Bialosky Peikert Architects pursuant to section 34-112.1 of the City Code, to permit the development of a 94 unit apartment complex on 5.48 acres as a planned residential group; and

WHEREAS, since the project was considered by the Planning Commission, the applicant has reduced the project to consist of 62 units on 3.75 acres; and

WHEREAS, the City Council has carefully reviewed the decision of the Planning Commission; and

WHEREAS, although the project considered by the Planning Commission had more units and more acreage than the project that is the subject of this resolution, the projects are substantially similar, and the reduced project need not be returned to the Planning Commission for further review; and

WHEREAS, the City Council has conducted a hearing and received evidence in favor of and opposed to the project; and

WHEREAS, in accordance with the California Environmental Quality Act, the City Planner provided public notice of the intent of the City to adopt a mitigated negative declaration for the original project, the Planning Commission adopted Resolution No. 98-29, approving the mitigated negative declaration and finding that the mitigated negative declaration reflects the independent judgment of the City, and the City Council has considered the mitigated negative declaration, together with any comments received during the public review process, finds on the basis of the initial study and any comments received that with the imposition of mitigation measures as conditions of approval there is no substantial evidence that the original project will have a significant effect on the environment, further finds that the mitigated negative declaration reflects the independent judgment of the City, and approves the mitigated negative declaration and the Planning Commission's approval thereof; and

Page 2

WHEREAS, although the mitigated negative declaration reviewed a project of 94 units on 5.48 acres, and the project that is the subject of this resolution contains 62 units on 3.75 acres, the projects are substantially similar, so that the mitigated negative declaration is adequate for the reduced project as well as the original project; and

WHEREAS, although the mitigated negative declaration suggests that the developer negotiate with affected school districts to reach an agreement concerning impacts that are not mitigated by payment of school mitigation fees, the mitigated declaration does not conclude that the project will have such impacts; further, statutes that became effective since the mitigated negative declaration was prepared amend Government Code sections 65995 and 65996 to preempt the City Council from imposing such a condition of mitigation on the project.

NOW, THEREFORE, the City Council of the City of Oxnard resolves that Planning and Zoning Permit No. 98-5-6 is hereby upheld, subject to the conditions set forth in Planning Commission Resolution No. 98-29, as modified by the following conditions:

1. The project shall be reserved for 15 years for occupancy by low-income families (as defined in Health and Safety Code section 50079.5) and be in compliance with the State and federal Low-Income Housing Tax Credit program, with 10 of the units being reserved for 15 years for occupancy by low-income farm worker families.

2. The units will be apartments when constructed, but will be converted to condominium or cooperative ownership no sooner than the expiration of 15 years from the date of issuance of the first certificate of occupancy, and no later than December 31, 2016, in accordance with applicable federal law and regulations for affordable housing tax credits, and subject to authorization by the California Tax Credit Allocation Committee or any successor thereto, with residents at that time having a right of first refusal to purchase the condominium or cooperative ownership units, subject to all applicable affordability and alienation restrictions imposed upon the project in the course of its development and entitlement to low income housing tax credits.

3. Before City staff will issue a certificate of occupancy for the project, developer shall record a covenant, approved as to form by the City Attorney, that requires developer or its successors in interest to convert the project to condominium or cooperative ownership consistent with the foregoing condition.

4. Developer shall provide for the project at least one full time manager who resides in the project and one part time resident services manager.

5. Developer shall defend, indemnify and hold harmless the City of Oxnard and its agents, officers and employees from any damages, claims, actions or proceedings against the City of Oxnard or its agents, officers or employees to attack, set aside, void or annul, in whole or in part, the City Council's approval of this resolution.

Resolution No. 11,491

Page 3

6. Condition Nos. 48 and 55 of Planning Commission Resolution No. 98-29 are deleted.

7. Condition No. 94 of Planning Commission Resolution No. 98-29 is amended to read: "This approval of this resolution is subject to approval of a lot line adjustment, dividing the 5.48 acres of property of which the property underlying the project is a part into two lots. One such lot, which underlies the project, shall consist of 3.75 acres. The other such lot, which fronts on Vineyard Avenue, shall consist of 1.73 acres."

8. Condition No. 57 of Planning Commission Resolution No. 98-29 is amended to read: "Within 120 days of the issuance of the final certificate of occupancy for the project, Developer shall submit to City staff a fully executed and recorded regulatory agreement, approved and executed by the appropriate State agency, verifying that the development has been approved under and is in compliance with the requirements of the State and Federal Low-income Tax Credit program and that the units will remain affordable to low-income families (as defined in section 50079.5 of the California Health and Safety Code) for a minimum of 15 years."

9. Developer shall pay school fees imposed on residential projects by State law.

10. Exhibit A to Planning Commission Resolution No. 98-29 is deleted and replaced with the document attached hereto, marked Exhibit A-1, and incorporated herein by reference.

PASSED AND ADOPTED this fifteenth day of December, 1998, by the following vote:

AYES: Councilmember Lopez, Maulhardt, Pinkard, Zaragoza.

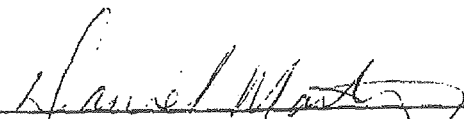
NOES: Councilmember Holden.

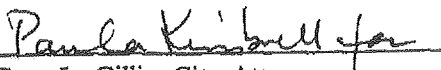
ABSENT: None.


Dr. Manuel M. Lopez, Mayor

ATTEST:

APPROVED AS TO FORM:


Daniel Martinez, City Clerk


Gary L. Gillig, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 11,492

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING
AGREEMENT TO SETTLE LITIGATION CONCERNING PROJECT ON
PROPERTY LOCATED SOUTH OF COLLINS STREET, NORTH OF STROUBE STREET,
AND WEST OF VINEYARD AVENUE WITHIN THE EL RIO WEST NEIGHBORHOOD

WHEREAS, the City Council has approved a general plan amendment and a zone change and has upheld and modified a special use permit approved by the Planning Commission for a planned residential group of 62 apartment units on 3.75 acres at the above-described location, known as Vineyard Gardens ("the project"), filed by Bialosky Peikert Architects; and

WHEREAS, the failure of a substantially similar project at the same location, but consisting of 94 apartment units on 5.48 acres ("the original project"), to win the approval of the City Council is the subject of litigation (Vineyard Gardens Associates et al v. City of Oxnard et al, Ventura County Superior Court Case No. CIV 184223, hereinafter "the litigation") brought by Vineyard Gardens Associates, L.P. and Teresita Castillo de Reyes against the City of Oxnard, the City Manager, the Mayor and certain members of the City Council ("the parties"); and

WHEREAS, after the litigation was filed, representatives of the parties held discussions that resulted in the developer's reducing the original project and submitting the project; and

WHEREAS, the parties wish to settle the litigation on the terms and conditions contained in the settlement agreement attached hereto as Exhibit A; and

WHEREAS, in accordance with the California Environmental Quality Act, the City Planner provided public notice of the intent of the City to adopt a mitigated negative declaration for the original project, and the City Council considered the proposed mitigated negative declaration, together with any comments received during the public review process, found on the basis of the initial study and any comments received that with the imposition of mitigation measures as conditions of approval there was no substantial evidence that the project would have a significant effect on the environment, further found that the mitigated negative declaration reflected the independent judgment of the City, and approved the mitigated negative declaration; and

WHEREAS, the City Council further found that the original project and the project were substantially similar, so that the mitigated negative declaration prepared for the original project was adequate for the project as well; and

WHEREAS, the City Council has also considered the mitigated negative declaration, together with any comments received during the public review process, finds on the basis of the initial study and any comments received that with the imposition of mitigation measures as conditions of approval of the project there is no substantial evidence that the project will have a

Resolution No. 11,492
Page 2

significant effect on the environment, further finds that the mitigated negative declaration reflects the independent judgment of the City, and approves the mitigated negative declaration for the purpose of adopting this resolution approving the attached settlement agreement; and

WHEREAS, the City Council has conducted a hearing and received evidence in favor of and opposed to the attached settlement agreement.

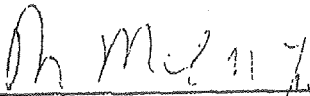
NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the attached settlement agreement and authorizes the Mayor to execute the same on behalf of the City.

PASSED AND ADOPTED this fifteenth day of December, 1998, by the following vote:

AYES: Councilmembers Lopez, Maulhardt, Pinkard, Zaragoza.

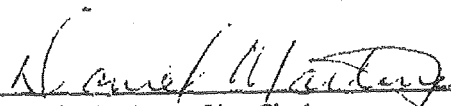
NOES: Councilmember Holden.

ABSENT: None.



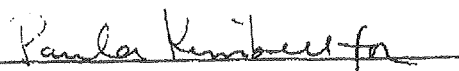
Dr. Manuel M. Lopez, Mayor

ATTEST:



Daniel Martinez, City Clerk

APPROVED AS TO FORM:



Gary L. Gillig, City Attorney

ATTACHMENT D –
Resolution of Approval, including First
Amendment to Draft Regulatory Agreement

Recording Requested By:

When Recorded Return To:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FIRST AMENDMENT TO REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

This First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants (this "**Amendment**") is made and entered into as of the ____ day of _____, 2017, by and between the City of Oxnard (the "**City**") and Vineyard Gardens Associates, L.P. (the "**Owner**"). All capitalized terms in this Amendment shall have the meanings given them in the Original Agreement (defined in Recital 1 below) as modified by this Amendment, or if not defined in the Original Agreement, capitalized terms shall have the meanings given such terms in this Amendment.

RECITALS

1. City and Owner entered into a Regulatory Agreement and Declaration of Restrictive Covenants dated as of June 24, 1999 and recorded as Document No. 99-127818 on July 6, 1999 in the Official Records of the County of Ventura (the "**Original Agreement**") with regard to the construction and operation of a sixty-two (62) unit residential apartment project known as Vineyard Gardens Apartments (the "**Development**").

2. The Original Agreement requires that the Development maintain certain affordability restrictions, that for at least ten (10) Units in the Development preference be given to eligible households with members employed or seeking employment as farm workers (the "**Farmworker Preference**"), and that Owner use its best efforts to convert the Units to condominiums or cooperative housing units (the "**Conversion Requirement**").

3. In connection with the acquisition, development, construction, ownership, and operation of the Development, Owner applied for and received from the California Tax Credit Allocation Committee ("**CTCAC**") an allocation of federal low income housing tax credits pursuant to which CTCAC and Owner entered into a Regulatory Agreement dated May 8, 2000 ("**CTCAC Regulatory Agreement**") which was recorded on May 10, 2000 as Document 2000-0076795 in the Official Records of Ventura County, California. The CTCAC Regulatory Agreement imposed restrictions on the income levels of the tenants to whom the Units may be

rented and upon the rental amounts which may be charged to the tenants for their occupancy of the Units. The CTCAC Regulatory Agreement expires by its terms on December 31, 2030.

4. The CTCAC Regulatory Agreement, Section 42 of the Internal Revenue Code, and the regulations promulgated thereunder, require that the Development be maintained as a qualified residential rental project for the term of the CTCAC Regulatory Agreement which prohibits creating and selling the Units as condominiums.

5. The provisions of this Amendment and the Original Agreement shall be binding on successors and assigns of the Owner.

6. The Conversion Requirement is no longer required by the City for the Development.

THEREFORE, the City and Owner hereby agree that the Original Agreement is amended as follows:

1. Section 1.1f. is amended by deleting "1.2" and inserting "1.4".
2. Section 3.6 "Preference to City Displacees" is deleted in its entirety.
3. Section 5.3 "Option to Acquire Units" is deleted in its entirety.
4. Section 6.1 is amended by deleting its text entirely and replacing it with "The provisions of this Agreement shall apply to the Property for the Term."
5. Section 6.3 is amended by deleting its text entirely and replacing it with "During the Term, so long as the Owner or any successor in interest of the Owner is not in default under any of the terms of this Agreement, the City shall execute a subordination agreement or agreements in form and content acceptable to Owner's title insurer subordinating this Agreement (including all amendments of this Agreement) to any loan or loans to Owner or Owner's successor in interest if a requirement of such loan or loans is that the Property will continue to be operated as an affordable housing project available to tenants whose rents and incomes are comparable to the then applicable standards imposed by CTCAC or any successor agency."
6. All individuals executing this and other documents on behalf of the parties certify and warrant that they have the capacity and have been duly authorized to so execute the documents on behalf of the entity so indicated. Each signatory shall also indemnify the other parties to this Amendment and hold it harmless from any and all damages, costs, attorneys' fees, and other expenses, if the signatory is not so authorized.
7. Unless otherwise specifically amended by this Amendment, all provisions of the Original Agreement shall remain in full force during the Term.
8. The section headings contained in this Amendment are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

9. All parties to this Amendment declare that, prior to the execution of this Amendment, they have informed themselves of sufficient relevant data, either through experts or other sources of their own selection, and have sought and obtained legal counsel, in order that they might intelligently exercise their own judgment in evaluating the contents of this Amendment and making the decision to execute it. The parties each represent and acknowledge that in executing this Amendment, they do not rely and have not relied upon any representation or statement not set forth herein made by any other party to this Amendment or their respective legal counsel with regard to the subject matter, basis or effect of this Amendment.

10. This Amendment may be executed in counterparts and when taken together such counterparts shall constitute a single integrated agreement.

[SIGNATURE PAGE IS THE NEXT PAGE]

IN WITNESS WHEREOF, the City and Owner have executed this Agreement by duty authorized representatives, all on the date first written above.

CITY OF OXNARD:

By: _____

ATTEST:

APPROVED AS TO FORM:

By: _____

By: _____

OWNER:

Vineyard Gardens Associates, L.P.
a California limited partnership

By: Affordable Multi-Family, LLC,
a Colorado limited liability company
its Administrative General Partner

By: Thomas Erickson
Name: Thomas Erickson
Title: Senior Vice President

By: Western Community Housing, Inc.
a California nonprofit public benefit
corporation
its Managing General Partner

By: Sandra Gibbons
Name: Sandra Gibbons
Title: Executive Vice President & CFO

CALIFORNIA ACKNOWLEDGMENT

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

State of California
County of Los Angeles

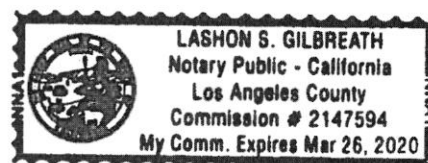
On October 5, 2017 before me, LaShon S. Gilbreath, Notary Public
(insert name and title of the officer)

personally appeared Thomas Erickson
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 LaShon S. Gilbreath (Seal)



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

STATE OF CALIFORNIA

COUNTY OF Orange

On October 5, 2017 before
me, Leanne Truofreh, Notary Public, personally appeared
Sandra Gibbons, 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: Leanne Truofreh



(affix seal in above space)

Exhibit A

Legal Description of Property

PARCEL A:

PARCEL A AS SHOWN ON THAT CERTAIN LOT. LINE ADJUSTMENT RECORDED DECEMBER 21, 1998, AS DOCUMENT NO. 98-227959, OFFICIAL RECORDS; BEING A PORTION OF LOT 1 OF TRACT 2252, IN THE CITY OF OXNARD, COUNTY OF VENTURA, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 68, PAGES 57 TO 60 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL OIL, GAS, MINERALS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID PROPERTY, WITHOUT, HOWEVER, THE RIGHT OF SURFACE ENTRY OR WITHIN 550 FEET BENEATH THE SURFACE OF SAID LAND.

PARCEL B:

AN EASEMENT FOR INSTALLING AND MAINTAINING A SEWER LATERAL OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

BEING A PORTION OF PARCEL "B" PER LOT LINE ADJUSTMENT RECORDED DECEMBER 21, 1998 AS DOCUMENT NO. 98-2277959 OF OFFICIAL RECORDS, COUNTY OF VENTURA, STATE OF CALIFORNIA. SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A 15 FOOT WIDE EASEMENT FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF A PRIVATE SEWER LINE, AND NECESSARY APPURTENANCES THERETO, OVER, UNDER AND ALONG THAT PORTION OF SAID PARCEL, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF PARCEL "B":

THENCE NORTH 32° 10' 00" EAST 88.52 FEET ALONG THE NORTHWESTERLY LINE OF SAID PARCEL "B" TO THE POINT OF BEGINNING;

THENCE LEAVING SAID LINE AND PARALLEL TO THE SOUTHWESTERLY LINE OF SAID PARCEL SOUTH 57° 52' 13" EAST 170.00 FEET TO A POINT IN THE SOUTHEASTERLY LINE OF SAID PARCEL "B" AND END OF SAID EASEMENT.

APN: 132-0-060-145

RESOLUTION NO. 2017-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING PLANNING AND ZONING PERMIT NO. 17-550-03 (MAJOR SPECIAL USE PERMIT) REPEALING PART 2 OF RESOLUTIONS 11,490 AND 11,491 TO ELIMINATE THE REQUIREMENT FOR THE CONVERSION TO CONDOMINIUM OR COOPERATIVE UNITS THE 62 UNITS AT 161 WEST STROUBE STREET BY DECEMBER 31, 2016. FILED BY VINEYARD GARDENS ASSOCIATES, L.P., 330 WEST VICTORIA STREET, GARDENA, CA 90248

WHEREAS, on December 15, 1998 the Oxnard City Council adopted Resolutions 11,490, 11,491, and 11,492 approving a General Plan Amendment, Planned Residential Group, and Settlement Agreement for a reduced development project on the property located at 161 West Stroube Street; and

WHEREAS, Part 2 of Resolutions 11,490 and 11,491 contain requirements that the units be converted to condominium or cooperative ownership no sooner than the expiration of 15 years from the date of issuance of the first certificate of occupancy, and no later than December 31, 2016, in accordance with applicant federal law and regulations for affordable housing tax credits; and

WHEREAS, the conversion of the rental units to condominium or cooperative ownership is in direct conflict with California Tax Credit Allocation Committee (CTAC) financing initially issued for the project and currently provided to the project; and

WHEREAS, the removal of the Part 2 requirement within said Resolutions will ensure the long term affordability of 62-rental units through the year 2073; and

WHEREAS, no residents will be displaced by the Resolution amendments; and

WHEREAS, the Resolution amendments will facilitate investment and renovation of the project site.

WHEREAS, this Resolution modification has been found to be exempt from environmental review based on the general rule exemption, in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3) where it can be seen with certainty that changing a local regulatory agreement to be consistent with a state agency regulation will not have a significant effect on the environment.

NOW THEREFORE, the City Council of the City of Oxnard resolves that Planning & Zoning Permit No. 17-550-03 hereby removes Part 2 of Resolutions 11,490 and 11,491 in its entirety.

Resolution No. 2017-__
PZ _____
November 28, 2017
Page 2

PASSED and ADOPTED by the City Council of the City of Oxnard on this 28th day of November, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING ORDINANCE NO. 2481 FOR THE PROPERTY LOCATED AT 161 WEST STROUBE STREET, OXNARD TO REMOVE PART 2 B PERTAINING TO CONVERSION OF RENTAL UNITS TO FOR SALE UNITS. FILED BY VINEYARD GARDENS ASSOCIATES, L.P., 330 WEST VICTORIA STREET, GARDENA, CA 90248

WHEREAS, on January 12, 1999, the Oxnard City Council adopted Ordinance No. 2481 approving a zone change (PZ No. 98-5-6) for the property located at 161 West Stroube Street; and

WHEREAS, Part 2B of Ordinance No. 2481 contained a requirement that the units be converted to condominium or cooperative ownership no sooner than the expiration of 15 years from the date of issuance of the first certificate of occupancy, and no later than December 31, 2016, in accordance with applicant federal law and regulations for affordable housing tax credits; and

WHEREAS, the conversion of the rental units to condominium or cooperative ownership is not allowed by California Tax Credit Allocation Committee (CTAC) financing subsequently issued for the project and currently provided to the project; and

WHEREAS, the removal of the Part 2B has been requested by Vineyard Gardens Associates, L.P. as part of Planning & Zoning Permit No. 17-550-03; and

WHEREAS, the removal of the Part 2B requirements within Ordinance No. 2481 will ensure the long term affordability of 62-rental units through the year 2073; and

WHEREAS, no residents will be displaced by this Ordinance amendment; and

WHEREAS, this Ordinance amendment will facilitate investment and renovation of the project site.

WHEREAS, this Ordinance modification has been found to be exempt from environmental review based on the general rule exemption, in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15061(b)(3) where it can be seen with certainty that changing a local regulatory agreement to be consistent with a state agency regulation will not have a significant effect on the environment.

NOW THEREFORE, the City Council of the City of Oxnard hereby ordains as follows:

Section 1. Ordinance No. 2481 is hereby amended to remove Part 2B in its entirety.

Section 2. Severability. If any provision(s) of this ordinance or the application thereof to any person or circumstances is held invalid or unconstitutional by any court of competent jurisdiction, such

Ordinance No.

Page 2

invalidity or unconstitutionality shall not affect any other provision or application, and to this end, the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, even though any one or more sections, subsections, clauses, phrases, parts or portions thereof was declared invalid or unconstitutional.

Section 3. Effective date. This ordinance shall become effective thirty (30) days after it is finally adopted.

Section 4. Publication. The City Clerk shall certify as to the adoption of this ordinance and shall cause the summary thereof to be published within fifteen calendar (15) days of the adoption and shall post a certified copy of this ordinance, including the vote for and against the same, in the office of the City Clerk in accordance with Government Code Section 36933.

The foregoing Ordinance was adopted at a regular meeting of the City Council of the City of Oxnard, State of California, held on the 28th day of November, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion, City Clerk

Stephen M. Fischer, City Attorney

(This page is intentionally blank.)



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 2

DATE: November 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: Tax Equity and Fiscal Responsibility Act (TEFRA) Hearing for Many Mansions
(5/15/5)

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

RECOMMENDATION:

That the City Council:

1. Hold a public hearing regarding the issuance of up to \$15,000,000 of multifamily housing revenue bonds by the California Municipal Finance Authority to finance acquisition and construction of Vista Pacifica (also known as Ormond Beach Villas), a 40-unit multi-family rental housing project located at 5527 and 5557 S. Saviers Road, of which no General Fund monies will be used; and
2. Adopt a resolution approving the issuance of bonds.

BACKGROUND

Many Mansions, a California nonprofit corporation (the “Borrower”) seeks to construct a 40-unit multifamily rental housing project in South Oxnard known as Vista Pacifica (also known as Ormond Beach Villas, or the “Project”), to be located at 5527 and 5557 S. Saviers Road, Oxnard.

The Borrower is presenting an application to the California Municipal Finance Authority (“CMFA”) for a bond issuance to finance the acquisition and construction of the Project, to be

TEFRA Hearing for Many Mansions (5/15/5)

November 28, 2017

Page 2

operated initially by Many Mansions or another entity selected by the Borrower. The Borrower has requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed \$15,000,000 of tax-exempt revenue bonds.

The City Council held a Tax Equity and Fiscal Responsibility Act (TEFRA) hearing on September 13, 2016 and approved the issuance of \$15,000,000 of multifamily housing revenue bonds by the California Municipal Finance Authority for the same project. However, that approval was valid for only one year. With a downturn in the tax credit market Many Mansions was forced to seek other alternative financing which caused this delay. Many Mansions was successful in obtaining an allocation of Veteran's Housing and Homeless Prevention Program VHHP funding from the state and is now ready to proceed with the project. Many Mansions has revised its initial Tax Credit Allocation Committee (TCAC) & California Debt Limit Allocation Committee (CDLAC) application since the original applications did not contain this funding source. All funding sources are now committed.

DISCUSSION

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Oxnard must conduct a public hearing under the Tax Equity Fiscal Responsibility Act (the "TEFRA Hearing") providing members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to the TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project.

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 230 municipalities have become members of CMFA, including the City of Oxnard. The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California.

Outside of holding the TEFRA hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

STRATEGIC PRIORITIES

This agenda item comes under the City Council strategic priorities of Quality of Life and Economic Development. The bond financing will permit Many Mansions to construct 39 apartments for low and extremely low-income veteran families. Tenants will obtain decent, safe, and sanitary housing, and will pay less than 50% of their income towards rent, allowing them to

TEFRA Hearing for Many Mansions (5/15/5)

November 28, 2017

Page 3

accumulate assets, or to use disposable income to support their adult children to attend colleges or universities. Families will also be eligible to participate in the Housing Authority's Family Self-Sufficiency Program.

FINANCIAL IMPACT

There is no financial impact to the City in connection with the City Council's adoption of a resolution approving the issuance of the bonds by the CMFA. There are no costs associated with participation in the CMFA, and the City will not bear any responsibility for the tax-exempt status of the interest on the Bonds, the debt service on the Bonds or any other matter related to the Bonds.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the MFA shares a portion of the issuance fees it receives with its member communities. With respect to the City of Oxnard, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant, approximately \$6,500, may be used for any lawful purpose of the City.

ATTACHMENTS:

Attachment A: TEFRA Resolutions - 111317 (2)

Notice for TEFRA Hrg-Affadavit Vida Newspaper 2017

Notice for TEFRA Hrg-Affidavit Ventura Star 2017

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
 APPROVING THE ISSUANCE OF BONDS BY THE CALIFORNIA
 MUNICIPAL FINANCE AUTHORITY FOR THE PURPOSE OF FINANCING
 A MULTIFAMILY HOUSING FACILITY KNOWN AS VISTA PACIFICA

WHEREAS, pursuant Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”), certain public agencies (the “Members”) have entered into a Joint Exercise of Powers Agreement, effective on January 1, 2004 (the “Agreement”) in order to form the California Municipal Finance Authority (the “Authority”), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes, or other evidences of indebtedness; and

WHEREAS, the City of Oxnard (the “City”) is a member of the Authority; and

WHEREAS, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing the acquisition and construction of multifamily rental housing projects; and

WHEREAS, Many Mansions, a California nonprofit corporation (“Many Mansions”) has requested that the Authority issue one or more series of revenue bonds in an aggregate principal amount not to exceed \$15,000,000 (the “Bonds”), and lend the proceeds of the Bonds to a California limited partnership to be formed by Many Mansions (the “Borrower”) for the purpose of financing the costs of the acquisition and construction of a 40 unit multifamily residential rental housing facility (the “Project”) to be located at 5527 and 5557 Saviers Road in the City (Ventura County Assessor’s Parcel Nos. 222-0-011-270 and 222-0-011-280), currently identified as Vista Pacifica (and also identified as Ormond Beach Villas), to be owned by the Borrower and to be operated initially by Many Mansions or another entity selected by the Borrower; and

WHEREAS, in order for the interest on Bonds to be tax-exempt, section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”) requires that an “applicable elected representative” of the governmental unit, the geographic jurisdiction of which contains the site of Project to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and

WHEREAS, the Authority has determined that the City Council of the City (the “City Council”) is an “applicable elected representative” for purposes of holding such hearing; and

WHEREAS, on September 13, 2016, the City Council held a public hearing regarding the proposed financing of the Project and, following the public hearing, adopted Resolution No. 14,959 approving the issuance of the Bonds by the Authority for the Project; however, the Bonds have not yet been issued and applicable federal regulations require that the City Council’s approval of the issuance of the Bonds occur within one year of the approval; and

WHEREAS, in light of the foregoing and the intention of Many Mansions to now proceed with the financing of the Project, the Authority has requested that the City Council once again approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirements of section 147(f) of the Code and the requirements of Section 4 of the Agreement; and

WHEREAS, notice of the new public hearing has been duly given as required by the Code and the City Council has heretofore held the new public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing of the Project and the Authority's issuance of the Bonds therefore, and the City Council now desires to approve the issuance of the Bonds by the Authority.

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

SECTION 1. The foregoing recitals, and each of them, are true and correct.

SECTION 2. The City Council hereby approves the issuance of the Bonds by the Authority for the purpose of providing funds to make a loan to the Borrower to enable the Borrower to finance the acquisition and construction of the Project. It is the purpose and intent of the City Council that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purposes of: (a) section 147(f) of the Code, by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said section 147(f), and (b) Section 4 of the Agreement.

SECTION 3. The issuance of the Bonds shall be subject to approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to repayment or administration of the Bonds.

SECTION 4. The adoption of this Resolution shall not obligate the City or any department thereof to (a) provide any financing to acquire or rehabilitate the Project; (b) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction or operation of the Project; (c) make any contribution or advance any funds whatsoever to the Authority; or (d) take any further action with respect to the Authority or its membership therein.

SECTION 5. The City Clerk is hereby directed to forward a certified copy of this Resolution to the bond counsel for the Bonds, addressed as follows: Paul J. Thimmig, Esq., Quint & Thimmig LLP, 900 Larkspur Landing Circle, Suite 270, Larkspur, California 94939-1726.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SECTION 6. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 28th day of November, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

APPROVED AS TO CONTENT:

Chief Financial Officer

03042.114:J14192
10/19/17

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA

CERTIFICATE OF PUBLICATION

TYPE OF NOTICE

NOTICE OF PUBLIC HEARING

HEARING AS REQUIRED BY SECTION 147(f)
OF THE INTERNAL REVENUE CODE OF 1986

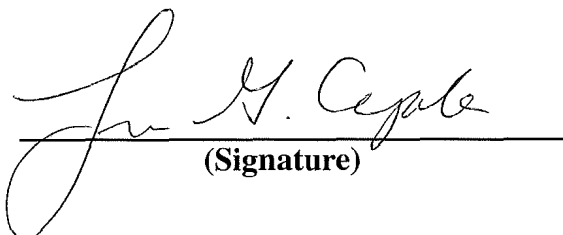
STATE OF CALIFORNIA
COUNTY OF VENTURA

I Luis Ayala
hereby certify that Ventura County VIDA Newspaper, is a newspaper of general circulation within the provision of the Government Code of the State of California, printed and published in the County of Ventura, State of California; that I am the Principal Clerk of said newspaper; that the annexed clipping is a true printed copy and published in said newspaper on the following dates, to wit.

Nov 02, 2017

I certify under penalty of perjury that the foregoing is true and correct, at Oxnard, County of Ventura, State of California, on the

2nd day of November 2017


(Signature)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, November 28, 2017, at 6:00 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Oxnard will hold a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 with respect to the proposed issuance by the California Municipal Finance Authority (the "Authority") of its revenue bonds in one or more series in a principal amount of up to \$15,000,000 (the "Bonds"). The proceeds of the Bonds will be used to: (1) finance the acquisition and construction of 40 units of multifamily rental housing (currently identified as Vista Pacifica, and also known as Ormond Beach Villas) to be located in Oxnard, California; and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The facilities are to be located at 5527 and 5557 Saviers Road in the City of Oxnard (Ventura County Assessor's Parcel Nos. 222-0-011-270 and 222-0-011-280) and are to be owned by a California limited partnership (the "Borrower") to be formed by Many Mansions, a California nonprofit corporation ("Many Mansions"), and will be operated initially by Many Mansions or another entity to be selected by the Borrower. All or a portion of the rental units in the facility will be rented to persons and families of low or very low income.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto will not constitute an indebtedness or an obligation of the Authority, the City of Oxnard, the State of California or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them, are expected to be payable from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed may attend the public hearing or, prior to the time of the hearing, submit written comments.

At the public hearing you may appear and be heard or you may write to the City Clerk's Office at 300 West Third Street, Oxnard, California, 93030, in support of or in opposition to this matter. If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled.

If you challenge this matter in court, you may be limited to raising only those issues that were raised at this public hearing or in written correspondence delivered to the City Clerk at or before the hearing.

Beginning at 6:00 p.m., Channel 10 will televise and broadcast the meeting at which the public hearing will be conducted. For further information, contact Arturo Casillas, Housing Director, City of Oxnard, 435 South "D" Street, Oxnard, California, Telephone (805) 385-8096.

Michelle Ascencion, City Clerk



Published VCVN Date: 11/02/17

Certificate of Publication

Ad #1808950

In Matter of Publication of:

Public Notice

State of California)

))§

County of Ventura)

I, **Maria Rodriguez**, hereby certify that the **Ventura County Star Newspaper** has been adjudged a newspaper of general circulation by the Superior Court of California, County of Ventura within the provisions of the Government Code of the State of California, printed in the City of Irwindale, for circulation in the County of Ventura, State of California; that I am a clerk of the printer of said paper; that the annexed clipping is a true printed copy and publishing in said newspaper on the following dates to wit:

Nov. 02, 2017

I, Maria Rodriguez certify under penalty of perjury, that the foregoing is true and correct.

Dated this Nov. 02, 2017; in Camarillo, California, County of Ventura.



Maria Rodriguez
(Signature)

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on Tuesday, November 28, 2017, at 6:00 p.m., or as soon thereafter as the matter may be heard, the City Council of the City of Oxnard will hold a public hearing as required by Section 147(f) of the Internal Revenue Code of 1986 with respect to the proposed issuance by the California Municipal Finance Authority (the "Authority") of its revenue bonds in one or more series in a principal amount of up to \$15,000,000 (the "Bonds"). The proceeds of the Bonds will be used to: (1) finance the acquisition and construction of 40 units of multifamily rental housing (currently identified as Vista Pacifica, and also known as Ormond Beach Villas) to be located in Oxnard, California; and (2) pay certain expenses incurred in connection with the issuance of the Bonds. The facilities are to be located at 5527 and 5557 Saviers Road in the City of Oxnard (Ventura County Assessor's Parcel Nos. 222-0-011-270 and 222-0-011-280) and are to be owned by a California limited partnership (the "Borrower") to be formed by Many Mansions, a California nonprofit corporation ("Many Mansions"), and will be operated initially by Many Mansions or another entity to be selected by the Borrower. All or a portion of the rental units in the facility will be rented to persons and families of low or very low income.

The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto will not constitute an indebtedness or an obligation of the Authority, the City of Oxnard, the State of California or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them, are expected to be payable from certain revenues duly pledged therefor and generally representing amounts paid by the Borrower.

Interested persons wishing to express their views on the issuance of the Bonds or on the nature and location of the facilities proposed to be financed may attend the public hearing or, prior to the time of the hearing, submit written comments.

At the public hearing you may appear and be heard or you may write to the City Clerk's Office at 300 West Third Street, Oxnard, California, 93030, in support of or in opposition to this matter. If you plan to attend the hearing, staff suggests that you contact the City Clerk's Office at (805) 385-7803 the Thursday prior to the scheduled date to confirm that the hearing has not been rescheduled.

If you challenge this matter in court, you may be limited to raising only those issues that were raised at this public hearing or in written correspondence delivered to the City Clerk at or before the hearing.

Beginning at 6:00 p.m., Channel 10 will televise and broadcast the meeting at which the public hearing will be conducted. For further information, contact Arturo Casillas, Housing Director, City of Oxnard, 435 South "D" Street, Oxnard, California, Telephone (805) 385-8096.

Michelle Ascencion, City Clerk
Publish: Nov. 2, 2017 Ad No.1808950

CITY OF
OXNARD
CALIFORNIA



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: November 28, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "Greg Nyhoff".

FROM: Ruth Osuna
Asst City Manager

Ruth Osuna

SUBJECT: Halaco Property (5/5/5)

CONTACT: Ruth Osuna, Asst City Manager
Ruth.Osuna@oxnard.org, 805-385-7478

RECOMMENDATION:

That the City Council:

1. Authorize the City Manager to approve a budget appropriation of \$400,000 to abate the Halaco property site to be funded by the General Fund Undesignated Reserve Fund Balance;
2. Approve the cost of abating the Halaco property in the amount of up to \$200,000;
3. Authorize the City Manager to execute an agreement in an amount not to exceed \$100,000 with the winning bidder of the Request for Bids (RFB) process for the proposed abatement work on the Halaco site in standard city form contingent upon final review and approval of the City Attorney; and
4. Ratify the City Manager's approval of an amendment to the existing agreement with Professional Security Consultants (PSC) in an amount not to exceed \$100,000 to provide security services at the Halaco site. This amendment will increase the contract with PSC to \$315,000.

BACKGROUND

Halaco Property (5/5/5)
November 28, 2017
Page 2

The vacant Halaco site at 6200 Perkins Road continues to attract a growing homeless population. On October 17, 2017, City staff provided the City Council with an update of the situation at this location and actions being taken by various departments including: the Police Department, Development Services, Public Works, the City Attorney and the City Manager's Office.

As previously reported, the increasing number of inhabitants have built makeshift structures to provide shelter. A growing number of cars, trailers, and recreational vehicles are also parked within the Halaco property's perimeter and campsites have been set up.

The activities currently taking place at the Halaco property site have resulted in a significant number of Police Department and Fire Department calls for service, making it a leading location for repeat calls. Between January 1, 2017 and November 19, 2017 there have been 150 Police-related events/incidents and over thirty (30) Fire Department-related incidents. Of note, there are a significant number of additional calls for service in the surrounding area that are connected to Halaco's inhabitants. As of November 19, 2017, the total number of Police-related events/incidents within 1,000 feet of Halaco has sharply risen to 211 so far this year. Some Halaco-related incidents during this year include: a homicide (January 3); a firearm-related carjacking (September 26); a gang member in possession of a firearm (October 6); four (4) assaults, three (3) of which occurred in October. A firearms/narcotics arrest (November 7); a Halaco-related carjacking/kidnapping (November 12); an assault on an Oxnard Police Officer (November 14), and an inhabitant of Halaco attempted to stab an employee of a nearby business (November 17th). A total of fifteen (15) stolen vehicles have been recovered in the immediate vicinity this year - nine (9) of which have been recovered from the site between September 1 and November 20.

During 2015, the Fire Department responded five times to the Halaco site. Since the beginning of 2017, The Fire Department has responded thirty-six (36) times to this location. This included Emergency Medical Responses, such as injured persons, illnesses, and overdoses, as well as responses to put out fires. On November 19, the Fire Department responded to a large garbage fire, which also required the crew to go through decontamination procedures. There are at least fourteen (14) additional Fire Department responses in the immediate vicinity that are believed to have been related to Halaco inhabitants.

In addition to public safety concerns, the situation at Halaco is also viewed as a public health concern, as unsanitary conditions exist from garbage and waste continue to pile up. This situation exists immediately adjacent to the Ormond Beach Wetlands, a nature preserve that contains endangered and threatened species. Staff has coordinated with the Ventura County Public Health Department to provide Hepatitis vaccinations for the homeless in the area.

In staff's October report, it was stated that Code Compliance had posted a notice to abate the property. An appeal was filed on behalf of persons on the property claiming permission to occupy the property. A hearing was held on October 26. The City's hearing officer denied the appeal and gave a ten (10) day deadline for the conditions on the property to be abated. This abatement requires that all trash and debris be removed, occupants be ordered to vacate the

Halaco Property (5/5/5)
November 28, 2017
Page 3

property, and the property be secured. The deadline to abate the property was November 16. Since this deadline was not met, the City has the authority to proceed with the abatement.

NOTICE TO VACATE

On October 19, 2017, the Halaco property was the focus of a coordinated effort to begin the process of vacating trespassers. The operation's purpose was to attempt to contact inhabitants, and serve them with notice that they are trespassing. All inhabitants are being directed to vacate the premises by December 5, 2017, or be subject to arrest for trespassing. Eighty-five (85) persons were served notice during this operation. Notices were posted, and continue to be posted, in conspicuous places in both English and Spanish. The operation included social service workers to assist Halaco's inhabitants. Sixty (60) of the eighty-five were connected directly with a social services worker.

Officers will make return visits before the December 5th deadline. Social services workers and assistance providers will continue to help inhabitants with their relocation or decision to accept appropriate services.

PROPERTY OWNERS

City staff has sent previous notices to abate the property to the owner of record, the Haack Family. Also, previous notices have been sent to the current lessee, Asset Resolution Management, LLC. Staff met with Ms. Candida Mobley, an officer of the lessee, Asset Resolution Management, LLC, to discuss the situation. Prior to the appeal hearing, Ms. Mobley signed an agent authorization for the Police Department access to the property. At the conclusion of the appeal hearing, Ms. Mobley signed a right of entry agreement on behalf of the LLC which allows City staff and contractors to access the site for the abatement work. The right of entry takes effect December 1, 2017 and is valid for 60 days.

Abatement of the property is scheduled to begin December 5, 2017. Ms. Mobley has stated that Asset Resolution Management, LLC will provide onsite security after the clean-up and will have an operator and heavy equipment on site to assist in the abatement process. However, the City has not received confirmation from Ms. Mobley to abate the property. A meeting has been scheduled to meet with Ms. Mobley on November 21, 2017 to coordinate the abatement of the property.

If Asset Resolution Management, LLC does not follow through on abating the property, staff is requesting City Council authorization to spend up to \$400,000 to abate the property and secure the site. The proposed amount to abate the property has significantly increased in proportion to the increased number of people currently taking shelter at the Halaco property. This amount does not include staff costs to respond to an increasing number of calls by the Fire and Police Departments, as well as, Code Enforcement. The abatement will utilize City resources, especially the Public Works Department's Environmental Resources Division. In conjunction,

Halaco Property (5/5/5)
November 28, 2017
Page 4

staff is also currently soliciting bids for a contractor to assist with the abatement process. Due to the time constraints, staff is seeking authority for the City Manager to enter into an agreement with the winning bidder of the competitive bid process. Any resources tendered by Asset Resolution Management, LLC will offset the potential expenditures by the City. Any amount spent by the City on the abatement, both through internal staff and via contract, will be a charged against the lessee and property owner. If the abatement funds are not paid by lessee and property owner, the balance will be placed as a lien on the property.

Staff has also coordinated with Environmental Protection Agency (EPA), Ventura County, and local social service agencies to assist with the relocation of the Halaco homeless population and associated costs to abate the property.

Staff also plans to use a private security firm to assist with securing the site. Security will work in conjunction with the Police Department. City staff's goal is to have the property secured and monitored post-abatement, so the problems do not return. To that end, staff has coordinated with The Nature Conservancy, The State Conservancy, Port of Hueneme Harbor District, and Coastal Commission staff to establish an interim use of the property after the abatement. Development Services will process an Emergency Permit for the abatement of the property. To establish an interim use of the property Coastal Commission staff has confirmed a Coastal Development Permit will be necessary. Staff will continue to work with the property lessee, Asset Resolution Management, LLC, and the City's partner agencies to establish, and process a permit for, an interim use of the site.

STRATEGIC PRIORITIES

This agenda item is a routine operational item or does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

The cost to abate the Halaco property could potentially cost up to approximately \$400,000. This amount will be initially funded from the General Fund Undesignated Reserve Fund Balance. A lien will be placed against the property in the amount spent to abate the property. Once the lien is paid, the proceeds will be returned to the General Fund. Currently, the preliminary Undesignated Reserve Fund Balance for fiscal year ending FY17-18 is \$17.56 Million. With this appropriation of \$400,000, the Estimated General Fund Undesignated Reserve Fund Balance will be \$17.16 Million.