

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
September 26, 2017
Regular Meeting - 6:00 PM
Closed Session - 4:30 PM

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING: City Council and Successor Agency.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

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

C. CLOSED SESSION (4:30 PM)

1. Conference with Real Property Negotiators (CC)

Property: A portion of the approximately 21 acre Sports Park site located at the southeast corner of Oxnard Boulevard and Gonzales Road.

Agency negotiator: Greg Nyhoff, City Manager.

Negotiating party: Channel Islands YMCA.

Under negotiation: Price and terms of payment for the potential lease of City property.

The City Manager requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiator (Government Code section 54956.8).

The purpose of the closed session is for the City Council to review the status of negotiations for the potential lease of real property owned by the City and to provide instructions to its negotiator.

2. Conference with Real Property Negotiators (CC)

Property: 852 South A Street.

Agency negotiators: Ruth Osuna, Assistant City Manager, and Kymberly Horner, Economic Development Director.

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.

Negotiating parties: George and Manal Jobeh, however, the deadline to submit sealed bids to purchase the property is 4:00 p.m. on September 25, 2017, and the persons with whom the City's negotiators may negotiate will be identified prior to the closed session. Information regarding the subject property may be obtained and bids may be submitted to Lee & Associates, Attention: Bruce Milton, 1000 Town Center Drive, Suite 310, Oxnard, California 93036.

Under negotiation: Price and terms of payment for the potential sale of City property.

The Assistant City Manager and Economic Development Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiators (Government Code section 54956.8). The purpose of the closed session is for the City to review the status of negotiations and bidding process for the potential sale of real property and to provide instructions to the negotiators.

3. Conference with Real Property Negotiators (SA)

Property: McGrath House, 740 South B Street.

Agency negotiators: Ruth Osuna, Assistant Executive Director, and Kymberly Horner, Economic Development Director.

Negotiating parties: Michelle and Greg Kenney.

Under negotiation: Price and terms of payment for the potential sale of Successor Agency property.

The Assistant Executive Director and Economic Development Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiators (Government Code section 54956.8). The purpose of the closed session is for the Successor Agency to review the status of negotiations for the potential sale of real property and to provide instructions to the negotiators.

4. Conference with Real Property Negotiators (SA)

Property: Maulhardt Winery Building, 720 South B Street.

Agency negotiators: Ruth Osuna, Assistant Executive Director, and Kymberly Horner, Economic Development Director.

Negotiating parties: Nuris Elena Dante, and Juan Carlos Guerrero and Daniel Guerrero.

Under negotiation: Price and terms of payment for the potential sale of Successor Agency property.

The Assistant Executive Director and Economic Development Director requested that this item be discussed in closed session under the Brown Act exception of Conference with Real Property Negotiators (Government Code section 54956.8). The purpose of the closed session is for the Successor Agency to review the status of negotiations for the potential sale of real property and to provide instructions to the negotiators.

D. OPENING CEREMONIES (6:00 PM)

Pledge of allegiance to the flag of the United States.

E. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of a Proclamation Designating the Month of October, 2017 as "Domestic Violence Awareness Month."
2. SUBJECT: Presentation of the Annual Community Relations Commission Community Recognition Awards.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

G. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

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

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

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

City Clerk Department

1. SUBJECT: Appointments to Fill Unexpected Vacancies on Oxnard Citizen Advisory Groups ("CAGs"), and Adoption of a Resolution Amending Commission on Homelessness Bylaws.

RECOMMENDATION: That the City Council:

1. Ratify the Mayor's appointments of three members to the Commission on Homelessness, one member to the Library Board, and one member to the Parks and Recreation and Community Services Commission, to fill unexpected vacancies that have occurred since the initial appointments; and

2. Adopt a resolution amending the bylaws of the Commission on Homelessness.

Legislative Body: CC

Contact: Michelle Ascencion

Phone: 385-7805

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 June 20, 2017 Regular Meeting.

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. MCS-CA, Inc. (8027-17-FI) for fire service leadership training (\$53,998).

Legislative Body: CC

Contact: Greg Nyhoff

Phone: 385-7430

Police Department

3. SUBJECT: Federal and State Asset Forfeiture Funds

RECOMMENDATION: That City Council approve a special budget appropriation in the amount of \$323,300 for the use of Federal (\$222,000) and State (\$101,300) asset forfeiture funds allocated to the City of Oxnard Police Department. The funds will be used for training and equipment purchases not normally associated with general fund expenditures.

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7624

Public Works Department

4. SUBJECT: Federal & State Grants and Matching Funds for Seven (7) Capital Improvement Projects

RECOMMENDATION: That City Council:

1. Approves the receipt of federal grant revenue in the amount of \$301,794 and state grant revenue in the amount of \$77,000.

2. Approves the appropriation of local matching funds in the amount of \$72,093 (a total appropriation of \$450,887) for the following capital improvement projects:

- 1) Rose Avenue Sidewalk Project No. 133105,
- 2) Ventura Boulevard Sidewalk Project No. 133107,
- 3) Mandalay Bay Channel Bridge Project No. 133113,
- 4) Edison Canal Channel Bridge Project No. 133114,
- 5) Crosswalk Beacons Phase II Project No. 163105,
- 6) Traffic Signals Various Locations Project No. 173102, and
- 7) Oxnard Boulevard Bicycle Lanes 2017 Project No. 183101.

3. To the extent not previously authorized, authorizes the City Manager to execute all relevant grant agreements and other related documents.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

5. SUBJECT: Acceptance of the CAL FIRE Urban and Community Forestry Grant

RECOMMENDATION: That City Council approve a budget appropriation in the amount of \$276,048 from the California Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Grant Program to Tree Planting Project No. 775703.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

6. SUBJECT: Award Contract for On-Call Street Striping and Marking Services PW 17-03

RECOMMENDATION: That City Council award and authorize the Mayor to execute Agreement A-8006 with Chrisp Company in the amount of \$275,000 over a three (3) year period for On-Call Street Striping and Marking Services Project PW 17-03.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

L. PUBLIC HEARINGS

Housing Department

1. SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2016-17 (10/10/25)

RECOMMENDATION: That the City Council accept the City of Oxnard's CAPER for FY2016-2017.

Legislative Body: CC

Contact: Arturo Casillas

Phone: 385-8094

Police Department2. SUBJECT: JAG FY 2017 Grant (5/5/5)RECOMMENDATION: That City Council adopt a resolution:

1. Authorizing the City Manager to execute and submit an application for U.S. Department of Justice (DOJ) grant funds in the amount of \$118,259 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY 2017 Local Solicitation.
2. Authorizing the City Manager to execute a Memorandum of Understanding (City of Oxnard Agreement A-8004) with the County of Ventura and the Cities of San Buenaventura, Simi Valley and Thousand Oaks designating the City of Oxnard as the lead agency and fiscal agent for the JAG.
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award.
4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget adjustments for the use of JAG funds upon award.
5. Authorizing the Chief of Police or designee to submit all program related progress or status reports.
6. This resolution shall have retroactive effect to September 5, 2017.

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7624

M. REPORTSPublic Works Department1. SUBJECT: Work Study Session: Integrated Public Works Master Plan (20/10/10)RECOMMENDATION: That City Council review and discuss the Revised Final Draft Public Works Integrated Master Plan Summary Report.

Legislative Body: CC

Contact: Thien Ng

Phone: 432-3575

Police Department2. SUBJECT: Central Business District Security Contract (10/5/5)RECOMMENDATION: That City Council approve and authorize the Mayor to execute a three (3) - year agreement (contract number A-8007) for security services in the Central Business District, the Oxnard Public Library, and the Oxnard Service Center with Professional Security Consultants ("PSC") in the amount of \$895,000.

Legislative Body: CC

Contact: Scott Whitney

Phone: 385-7624

Human Resources Department3. SUBJECT: City Attorney Employment Agreement (5/5/5)RECOMMENDATION: That the City Council:

1. Approve and authorize the Mayor to execute an Amended and Restated Employment Agreement between the City of Oxnard and Stephen Fischer (Agreement No. A-7880) to extend the term of the Agreement one year to April 8, 2020, and modify salary and benefits.

2. Adopt the Salary and Classification Resolution for the City Attorney to reflect the agreed upon salary increases.

Legislative Body: CC

Contact: Steve Naveau

Phone: 385-7947

N. ADJOURNMENT

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Council Business

AGENDA ITEM NO.: 1

DATE: September 26, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

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

SUBJECT: Appointments to Fill Unexpected Vacancies on Oxnard Citizen Advisory Groups ("CAGs"), and Adoption of a Resolution Amending Commission on Homelessness Bylaws.

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

RECOMMENDATION:

That the City Council:

1. Ratify the Mayor's appointments of three members to the Commission on Homelessness, one member to the Library Board, and one member to the Parks and Recreation and Community Services Commission, to fill unexpected vacancies that have occurred since the initial appointments; and
2. Adopt a resolution amending the bylaws of the Commission on Homelessness.

BACKGROUND

CAG Appointments

Appointments to Citizen Advisory Groups are usually made following a general election for Commission terms coinciding with that of the Mayor. The proposed appointments listed below are due to unexpected vacancies that have arisen since the CAG members were initially appointed on March 6, 2017.

Based on the applications on file, the Mayor recommends the appointment of David Havens, Francisco Jaena, and Peggy Rivera to the Commission on Homelessness; the appointment of

John Jay to the Library Board, and the appointment of Ramon Tejada to the Parks and Recreation and Community Services Commission. If approved, the newly appointed commissioners will complete the current appointment term through December 31, 2018.

Commission on Homelessness Bylaws

At its April 6, 2015 and April 4, 2016 meetings, the Commission on Homelessness unanimously adopted amendments to Articles I, III, and V of its Bylaws, and recommended that the amendments be approved by the City Council. The amendments recommended by the Commission are as follows:

- Article I: This article currently describes the Commission as a “legislative body.” The Commission recommended the article be revised to read: “The name of this **Citizen Advisory Group** shall be the Commission on Homelessness.” (emphasis added)
- Article III.A.: This article currently states that the Commission consisted of “up to eleven members.” The Commission recommended Section A be amended to reflect the reduction in the number of Commissioners from eleven to seven, as set forth in Ordinance No. 2889, to read as follows:

“The Commission shall consist of **seven** members appointed by the Mayor with the approval of the City Council. The Commission is authorized to function with less than **seven** members, but if membership falls below **seven**, the Commissioners shall endeavor to recruit potential members for appointment by the Mayor in accordance with the provisions of Article III.C hereof.” (emphasis added)

- Article III.D.: The Commission recommended a new Section D be added to Article III, to ensure that the Commission Bylaws are in accordance with City Council Resolution No. 877, to read as follows:

“III. D. Eligibility: Commissioners must be residents of and registered to vote in the City of Oxnard, and must be at least eighteen (18) years of age in order to serve on the Commission.” (emphasis added)

- Article V: The Commission recommended Sections C and E be amended in order to ensure agreement with Article III.A. The revised Section V.C. would read: “A special meeting may be called by the Chairperson or upon the request of at least **four** members.” The revised Section V.E. would read: “**Four Commissioners** shall constitute a quorum for the transaction of business.” (emphasis added)

A redlined version of the Bylaws indicating the proposed amendments is attached to the Resolution as Exhibit “A.”

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 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.

FINANCIAL IMPACT

There is no financial impact from this item.

ATTACHMENTS:

Attachment A: 09.26.17 Resolution COH Bylaws

Resolution Exhibit A: BYLAWS FOR COH amended 09.26.2017

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
ADOPTING AMENDED BYLAWS FOR THE COMMISSION ON
HOMELESSNESS

WHEREAS, the “Amended and Restated Bylaws for the Commission on Homelessness” were adopted by Resolution of the City Council on January 29, 2002 and March 7, 2006; and

WHEREAS, the Commission on Homelessness reviewed the bylaws at its April 6, 2015 and April 4, 2016 meetings, approved revisions to the bylaws, and directed that they be forwarded to the City Council for approval.

NOW, THEREFORE, the City Council of the City of Oxnard hereby resolves to adopt the “Bylaws for the Commission on Homelessness,” attached hereto as Exhibit “A,” to be effective immediately.

PASSED, APPROVED, AND ADOPTED this 26th day of September, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Stephen Fischer, City Attorney

(EXHIBIT A)

BYLAWS FOR THE COMMISSION ON HOMELESSNESS

(Amended September 26, 2017 by City Council Resolution No. _____)

Article I Organization

The name of this ~~legislative body~~ **Citizen Advisory Group** shall be the Commission on Homelessness.

Article II Powers and Duties

The powers and duties of the Commission shall be as follows:

- A. Advise the City Council on all matters pertaining to homelessness issues in the City.
- B. Serve as a liaison between the City Council and the community in matters related to homelessness.
- C. Without limiting the foregoing, review and evaluate programs, requests for homeless funds and homeless services in the City.
- D. Without limiting the foregoing, recommend programs, strategies, and funding for preventing and reducing the incidence of homelessness in the City.
- E. Prepare and submit an annual report of activities to the City Council and make such other reports and recommendations to the City Council from time to time as the Commission may determine necessary to address homelessness issues in the City.

Article III Membership

- A. The Commission shall consist of a maximum of ~~eleven~~ **seven** members appointed by the Mayor with the approval of the City Council. The commission is authorized to function with less than ~~eleven~~ **seven** members, but if membership falls below ~~eleven~~ **seven**, the Commissioners shall endeavor to recruit potential members for appointment by the Mayor in accordance with the provisions of Article III.C hereof.
- B. Except for members appointed to fill vacancies caused by removal, resignation, or inability of a Commissioner to serve, the term of office for Commission members shall be

approximately two years. Commissioners are appointed by the Mayor and approved by the City Council after each general election in the City. The terms of Commissioners shall begin on the date of appointment, approval, and swearing in by the City Clerk, and end upon the appointment, approval, and swearing in of new Commission members after the next general election.

- C. In the event of a vacancy caused by removal or inability of a Commissioner to serve, the Mayor, with approval of City Council, may appoint a replacement to complete the term of such member.
- D. Eligibility: Commissioners must be residents of and registered to vote in the City of Oxnard, and must be at least eighteen (18) years of age in order to serve on the Commission.

Article IV Officers

- A. The officers of the Commission must be members of the Commission. The officers of the Commission shall be a Chairperson and Vice-Chairperson.
- B. At the annual meeting, the officers shall be elected by a majority of Commission members present. Officers shall serve a one year term, provided that, despite the expiration of such one year term, officers are authorized to serve until a successor is appointed. The annual meeting shall be scheduled as provided below. If for any reason, the election of officers does not occur at the annual meeting, officers may be elected at any regularly scheduled meeting or at a special meeting; provided the term of an officer so elected shall, subject to Article IV.B. above, be until the next annual meeting following such officer's election.
- C. The duties of the officers shall be as follows:
 - 1. Chairperson - (a) To preside at all meetings; (b) To call special meetings as may be necessary; and (c) To prepare agendas, with the assistance of City staff.
 - 2. Vice-Chairperson - To perform the duties of the Chairperson in the event of his/her absence, resignation or inability to perform the duties of office.
 - 3. In the event an officer is removed, resigns, or becomes unable to perform the duties of office, the members may at a regularly scheduled meeting or a special meeting, elect a successor to serve the remaining term of such officer.
- D. Secretary.
 - 1. Pursuant to the Oxnard City Code the Commission shall have a Secretary. The Secretary may be a City of Oxnard staff member.

2. The Secretary shall have the following duties: (a) Keep minutes of all meetings; (b) Provide advance and proper notice of all meetings; and (c) Assist the Chairperson to prepare agendas; and (d) Attend all meetings of the Commission.

Article V Meetings/Quorum

- A. The annual meeting of the Commission shall be the first Commission meeting after the City Council meeting at which the Mayor appoints members to the Commission and the first Commission meeting after the one year anniversary of such date of appointment.
- B. The Commission shall conduct regular meetings. At least one meeting shall be scheduled in each month. The exact dates, time and location of the meetings shall be determined by the Commission at the annual meeting, or any regularly scheduled meeting or any special meeting.
- C. A special meeting may be called by the Chairperson or upon the request of at least ~~six~~ four members.
- D. Meetings shall be public and shall be conducted in a publicly owned building with adequate space for members of the public to attend the meetings.
- E. ~~Fifty percent of the then current membership of the Commission~~ Four Commissioners shall constitute a quorum for the transaction of business.

Article VI Absences

- A. Should any member be absent without good cause for more than three consecutive meetings, the Secretary shall immediately inform the City Clerk of such fact. Effective on the date of receipt of such notice by the City Clerk, such member shall be deemed to have resigned from the Commission.
- B. The Chairperson shall determine whether a member's absence is with good cause. An absence due to illness shall be considered an absence with good cause; provided that notice of such absence is given to the Chairperson as much in advance as possible.

Article VII Coordination with City Council

The Chairperson shall as soon as possible inform the City Council, through the City Manager, of policy recommendations made by the Commission. A copy of the minutes of meetings and

resolutions of the Commission shall be delivered to the City Manager by the Secretary following each meeting.

Article VIII
Rules of Order and Procedure

Rules for order and procedure of Commission meetings shall be determined by the Chairperson and approved by a majority of the Commission.

Article IX
Amendments

These bylaws may be amended upon presentation the City Council for approval.

Article X
Effective Date

These bylaws shall go into effect upon approval by City Council.

Article XI
Ratifications

All previous actions of the Commission are hereby ratified.



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 1

DATE: September 26, 2017

TO: City Council

FROM: Michelle Ascencion
City Clerk

SUBJECT: Minutes of the June 20, 2017 Regular Meeting.

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:

Minutes 06.20.17 CC,HA regular meeting

MINUTES
 OXNARD CITY COUNCIL
 Regular Meeting
 June 20, 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: Councilmembers Bryan A. MacDonald, Oscar Madrigal, Bert Perello; Mayor Pro Tem Carmen Ramirez; and Mayor Tim Flynn were present. (Housing Commissioners Jose Andrade and Francisco Vega arrived at 6:00 p.m.) The City Clerk stated that the agenda was posted June 15, 2017 at City Hall.

Staff members present were Greg Nyhoff, City Manager; Stephen Fischer, City Attorney; Jesús Nava, Assistant City Manager; Ruth Osuna, Assistant City Manager; Thien Ng, Wastewater Division 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)(4)), based on existing facts and circumstances, the City Council shall decide whether to initiate litigation in one potential case.

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

At 4:36 p.m., the City Council recessed to a closed session. At 5:37 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 Kymberly Horner, Economic Development Director; Scott Whitney, Police Chief; Sandra Burkhart, Special Districts Administrator; Kathleen Mallory, Planning Division Manager; Thien Ng, Wastewater Division Manager; Beth Vo, Budget Manager.

Housing Commissioners Jose Andrade and Francisco Vega arrived at 6:00 p.m.

E. APPOINTMENT ITEMS

1. SUBJECT: Oxnard Downtown Management District Annual Update.
RECOMMENDATION: That the City Council adopt **Resolution No. 15,023** ordering the levy and collection of assessments within the Oxnard Downtown Management District (“ODMD”) for Fiscal Year (“FY”) 2017-18.

The Economic Development Director introduced Abel Magana, Oxnard Downtown Improvement District Executive Director, who gave a report. Public comments were received from Juan Gonzalez. Discussion ensued among the Council, staff, and Mr. Magana.

It was moved by Councilmember Perello, 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.

F. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from Daniel Kalbacher (Planning Commission approval of proposed car wash business), Julie Miller Kalbacher (Planning Commission approval of proposed car wash business), Al Velasquez (public safety and budget cuts), Woodrow Thomas Sr. (Housing Authority issues), Pat Brown (Ormond Beach restoration), Celeste Gamino (public documents in Spanish), John Jay (red light cameras), Michael Gleason (public service), Daniel Chavez Jr. (community concerns), Lucy Cartagena (homeless issues), and Roy Prince (upcoming screening of the film “Citizen Jane”).

G. REPORT OF CITY MANAGER

The City Manager commented on the Police Department’s efforts in reducing crime by 7% over the last year, and announced that he will be attending the upcoming Redwood Neighborhood Council meeting. The Police Chief gave a brief report on the dangers of illegal fireworks.

H. CITY COUNCIL REPORTS

Councilmember Perello suggested sending a letter to the City of Fillmore regarding fireworks sales, commented on fireworks and fire risks, and reported on attending the Terrace Estates Neighborhood Council meeting and Al and Mexie Duff’s 60th anniversary celebration.

Councilman MacDonald commented on hearing illegal fireworks in his neighborhood and throughout the city.

Mayor Pro Tem Ramirez commented on illegal fireworks, former Mayor Manuel Lopez’s 90th birthday, the recent Juneteenth celebration, an upcoming Ormond Beach restoration presentation, the City’s utility rate assistance program, making public documents available in Spanish, and earthquake preparedness.

Councilmember Madrigal reported on attending the Juneteenth celebration, commented on recent high school graduations, wished fathers a belated Fathers Day, and commented on the recent Coffee with a Cop event and the Southwinds Neighborhood Council meeting.

Mayor Flynn reported on the Community Relations Commission's recent resolution to designate Oxnard as a "sanctuary city," and encouraged open dialogue about the role of immigrants in the community and the shared values of the community.

I. REVIEW OF INFORMATION/CONSENT AGENDA

Item K2A was pulled for discussion. Councilmember Perello and the City Manager discussed the funding for the proposed consulting contract.

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

K. INFORMATION/CONSENT AGENDA

City Attorney Department

1. SUBJECT: Adoption of Updated Code Compliance and Nuisance Abatement Provisions.
RECOMMENDATION: That City Council waive the second reading and adopt **Ordinance No. 2919** adding Article XIX to Chapter 7 of the Oxnard City Code relating to recording of notices of violation for property related violations, and Section 7-160 relating to authorizing judicial remedies and attorney's fees for nuisance actions.

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 agreements/contracts and change orders/amendments in amounts more than \$25,000 but no more than \$250,000:
 - A. NBS Government Finance Group (7934-17-FN) for consulting support for the waterways district (\$39,895).
 - B. Landscape Development, Inc. (7848-17-FN) maintenance services for Westport CFD No. 2 (\$37,000).
 - C. Landscape Development, Inc. (7849-17-FN) maintenance services for Seabridge CFD No. 4 (\$48,600).
 - D. Green Gardens Group, LLC. (5406-11-PW) for water conservation landscaping classes, development and support.
 - E. ProUsys, Inc. (A-7612) for SCADA services for Water Resources (\$150,000).
 - F. Compuwave for purchase of computer hardware and software (\$75,000).

Fire Department

3. SUBJECT: Authorization to Submit Assistance to Firefighters Grant for Smoke Detectors.
RECOMMENDATION: That City Council adopt **Resolution No. 15,024** authorizing:
 1. The Fire Chief to submit an application to the Federal Emergency Management Agency (FEMA) Assistance to Firefighters grant in the amount of \$166,550;
 2. The City Manager to execute the grant agreement if grants funds are awarded to the City;

3. The Chief Financial Officer to appropriate the funds and perform all other required financial actions;
4. The Fire Chief or designee to submit non-financial reports.

Police Department

4. SUBJECT: Updated Procedures for the City's Emergency Cost Recovery Program.
RECOMMENDATION: That City Council adopt **Resolution No. 15,025** updating procedures for emergency response cost recovery.

Public Works Department

5. SUBJECT: Acceptance of the California Green Business Network Grant.
RECOMMENDATION: That City Council approves and authorizes the City Manager to execute a grant agreement with Ecology Action of Santa Cruz, Inc., as an award under the California Air Resources Board Pollution Prevention Grant, to initiate the City of Oxnard Green Business Certification Program.

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

At this time, the City Council opted to consider Item M2 next.

M. REPORTS

Finance Department

2. SUBJECT: Adoption of Fiscal Year 2017-18 Operating Budget and Capital Improvement Projects.
RECOMMENDATION:
 1. That City Council adopt the following resolutions:
 - (a) **Resolution No. 15,026**, a resolution of the City Council of the City of Oxnard Approving the City Operating Budget for the Fiscal Year 2017-2018; and
 - (b) **Resolution No. 15,027**, a resolution of the City Council of the City of Oxnard Establishing An Appropriation Limit for the Fiscal Year 2017-2018; and
 - (c) **Resolution No. 15,028**, a resolution of the City Council of the City of Oxnard Authorizing Full-Time Equivalent Positions in the City Service Effective July 1, 2017 in accordance with the Operating Budget for the 2017-2018 Fiscal Year; and
 - (d) **Resolution No. 15,029**, a resolution of the City Council of the City of Oxnard Authorizing Classification and Salary Schedules Resolutions and Approving the attached Classification and Salary Schedule; and
 - (e) **Resolution No. 15,030**, a resolution of the City Council of the City of Oxnard Establishing Financial Management Policies.
 2. That City Council authorizes the City Manager to transfer and make adjustment of inter-fund transfers on June 30, 2017 to eliminate cash deficits in funds when necessary including: Utilities Funds, Capital Improvements, Impact Fee Funds, Assessment District Funds, Grants Funds, Debt Service Fund, and all other funds that

- may need such adjustments.
3. That the Housing Commissioners adopt **Housing Resolution No. 1301** approving the Housing Authority's Fiscal Year 2017-18 Operating and Capital Budget.

The City Manager gave a report.

Public comments were received from Edgar Fernandez, Ken Tougas, Al Velasquez, Julie Estrada, Jessy Tapia, Daniel Chavez Jr., George Miller, and Woodrow Thomas Sr.

Discussion ensued among the Council and staff.

It was moved by Councilmember Perello, seconded by Councilman MacDonald, to approve the staff recommendation, with an amendment to the Reserve Policy requiring preparation of monthly reports of the General Fund Operating Reserve fund balance, presentation of those reports to the Council within 30 days of the month end, and that staff reports requesting draw-downs from the Operating Reserve clearly identify the impact on the reserve's year-end fund balance. VOTE: Flynn, MacDonald, Madrigal, Perello, Ramirez, Andrade and Vega voted in favor; the motion carried 5-0 (Recommendations #1 and 2, for City Council) / 7-0 (Recommendation #3, for Housing Authority).

*At 9:33 p.m., the City Attorney requested an amendment to **Resolution No. 15,029**, to clarify that the Class and Salary Schedule is effective July 1, 2017. *It was moved by to approve Mayor Pro Tem Ramirez, seconded by Councilmember Perello to approve the amendment. VOTE: Flynn, MacDonald, Madrigal, Perello, and Ramirez voted in favor; the motion carried 5-0.*

The Council took a brief break at 8:32 p.m.; the meeting resumed at 8:39 p.m.

L. PUBLIC HEARINGS

Mayor Flynn announced that item L4 would be considered first.

Finance Department

4. SUBJECT: Ordering the Dissolution of Eighteen Landscape Maintenance Districts.
RECOMMENDATION: That City Council hold a public hearing to receive public testimony regarding the dissolution of eighteen (18) of the City's Landscape Maintenance Districts for Fiscal Year 2017-2018 pursuant to the Landscaping and Lighting Act of 1972, Part 2, Division 15 of the California Streets and Highway Code commencing with Section 22500 (**Resolution No. 15,031**).

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

The Special Districts Administrator gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Daniel Kalbacher, Julie Miller Kalbacher, Barbara Paz, Michael Gleason, and Al Velasquez.

Mayor Pro Tem Ramirez, seconded by Councilmember Perello, moved to close the public testimony portion of the public hearing; the Council approved unanimously. Discussion ensued among the Council and staff.

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

1. SUBJECT: Adoption of Resolution Approving Engineer's Report and Ordering the Levy and Collection of Assessments for the Fiscal Year 2017-18 Within the City's Landscape Maintenance Districts.

RECOMMENDATION: That City Council:

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2017-2018 assessments in the City's Landscape Maintenance Districts, and
2. Adopt **Resolution No. 15,032** approving the Fiscal Year 2017-2018 Consolidated Engineer's Report and ordering the levy and collection of assessments for Fiscal Year 2017-2018 within the City's Landscape Maintenance Districts pursuant to the Landscaping and Lighting Act of 1972.

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

Councilmember Perello announced that he would recuse himself from this item due to a conflict of interest with property that he owns in one of the Districts, and left the dais.

The Special Districts Administrator introduced consultant Pablo Perez of NBS Local Government Solutions, who gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Michael Gleason.

Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, moved to close the public testimony portion of the public hearing; the Council approved unanimously. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; the motion carried 4-0 (Perello absent [recused]).

Following the vote, Councilmember Perello returned to the dais.

2. SUBJECT: Resolution to Levy the Fiscal Year 2017-2018 Assessments in Mandalay Beach Maintenance District.

RECOMMENDATION: That City Council:

1. Hold a public hearing to receive public testimony regarding the proposed Fiscal Year 2017-2018 assessments for the Mandalay Beach Maintenance District.
2. Adopt **Resolution No. 15,033** fixing the special assessments in the Mandalay Beach Maintenance District for Fiscal Year 2017-2018.

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

The Special Districts Administrator gave a report.

Mayor Flynn opened the public testimony portion of the public hearing. No public comments were received.

Councilman MacDonald, seconded by Councilmember Perello, moved to close the public testimony portion of the public hearing; the Council approved unanimously. Discussion ensued among the Council and staff.

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.

3. SUBJECT: Resolution to Levy Waterway Maintenance District Assessments - Fiscal Year 2017-2018.

RECOMMENDATION: That City Council:

1. Hold a public hearing regarding proposed assessments for the Waterway Maintenance District for Fiscal Year 2017-2018, and
2. Adopt **Resolution No. 15,034** for Fiscal Year 2017-2018 fixing assessments for the Waterway Maintenance District.

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

The Special Districts Administrator gave a report. Discussion ensued among the Council and staff.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from George Miller.

Councilmember Perello, seconded by Mayor Pro Tem Ramirez, moved to close the public testimony portion of the public hearing; the Council approved unanimously.

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.

Development Services Department

5. SUBJECT: Planning and Zoning Permit Nos. 16-500-08 (Special Use Permit), 16-535-02 (Density Bonus), and 15-300-09 (Tentative Tract Map), "First and Hayes." Steven J Dwyer, Habitat for Humanity of Ventura County, 1850 Eastman Avenue, Oxnard, CA 93030.

RECOMMENDATION: That the City Council:

- a) Approve **Resolution No. 15,035**, Planning and Zoning Permit No. 16-500-08 (Special

Use Permit), subject to certain findings and conditions;

b) Approve **Resolution No. 15,036**, Planning and Zoning Permit No. 16-535-02 (Density Bonus), subject to certain findings and conditions; and

c) Approve **Resolution No. 15,037**, Planning and Zoning Permit No. 16-300-09 (Tentative Subdivision Map for Tract No. 5597), subject to certain findings and conditions.

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

The Planning Division Manager gave a report. Discussion ensued among the Council and staff.

Mayor Flynn opened the public testimony portion of the public hearing. Public comments were received from Steve Dwyer, Steve Nash, and George Miller.

Mayor Pro Tem Ramirez, seconded by Councilman MacDonald, moved to close the public testimony portion of the public hearing; the Council approved unanimously.

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.

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

M. REPORTS

Economic Development Department

1. SUBJECT: Agreement Between Oxnard Convention & Visitors Bureau & City of Oxnard.
RECOMMENDATION: Staff requests approval to enter into a one-year agreement beginning July 1, 2017 through June 30, 2018 between the City of Oxnard ("City") and the Oxnard Convention and Visitors Bureau ("OCVB") to provide services in the promotion of the City and area in order to attract more visitors and generate economic benefits. For these services, the City will compensate the OCVB in the amount of \$712,360 which is an increase of \$77,124 over the current amount of City funding for OCVB.

The Economic Development gave a report. Public comments were received from George Miller and Pat Brown. Discussion ensued among the Council and staff.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve staff's recommendation as presented. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello was opposed, stating that he didn't feel the matter was appropriately handled. The motion carried 4-1.

It was moved by Councilman MacDonald, seconded by Mayor Pro Tem Ramirez, to approve the recommended budget appropriation of \$712,360. VOTE: Flynn, MacDonald, Madrigal, and Ramirez voted in favor; Perello was opposed, stating that he didn't feel the matter was appropriately handled. The motion carried 4-1.

Public Works Department

3. SUBJECT: Fourth Amendment to Agreement No. A-7620 with Aquatic Bioassay Consulting Laboratories, Inc.

RECOMMENDATION: That City Council approve and authorize the Mayor to execute a Fourth Amendment to Agreement No. A-7620 with Aquatic Bioassay and Consulting Laboratories, Inc. for water monitoring services, adding an amount of \$449,111 for a total agreement amount of \$1,995,074 and extending the termination date to July 1, 2018.

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

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

N. PUBLIC COMMENTS ON REPORTS (None)

O. ADJOURNMENT

There being no further business on the agenda, and without objection, Mayor Flynn adjourned the meeting at 10:52 p.m.

MICHELLE ASCENCION, CMC
City Clerk

TIM FLYNN
Mayor



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 2

DATE: September 26, 2017

TO: City Council

FROM: Greg Nyhoff
City Manager

A handwritten signature in blue ink, appearing to read "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. MCS-CA, Inc. (8027-17-FI) for fire service leadership training (\$53,998).

BACKGROUND

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

FINANCIAL IMPACT

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.

Agreements for City Council Review
September 26, 2017
Page 2

ATTACHMENTS:

Attachment A: City Manager Contract List for September 26, 2017

City Manager Contract List for 09/26/2017

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

Fire Service Leadership L-380 Training

Vendor: MCS-CA, Inc
Type: Original Agreement
Agreement No.: 8027-17-FI
Amendment No.: N/A
Purchase Order No.:
Begin Date: 09/15/2017
End Date: 04/30/2018
Term:

Amount to be Approved: \$53,998
Current FY Amount: \$53,998
Total Contract Amount: \$53,998
Funding Source: Grant funded with 10% match from general fund
Vendor Selection Process: Negotiated Contract
of Bids/Proposals/Quotes: N/A
Project Manager: Alex Hamilton, Assistant Fire Chief
Department: Fire Department
Telephone: 805-385-7708
Email: alexander.hamilton@oxnard.org

Purpose:

Staff is requesting authorization to enter into an agreement with MCS-CA (8027-17-FI) to provide Fire Service Leadership L-380 training to Fire personnel. The training is certified by the Department of Homeland Security for captains, battalion chiefs and emergency leaders to enhance their leadership abilities. This training is essential for the Fire Department staff development and succession planning. MCS-CA, Inc. is the only provider of this training program worldwide.

On December 16, 2016, City Council approved Resolution No. 14,979 accepting a grant from FEMA Assistance to Firefighters Grant FY16 for leadership training.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 3

DATE: September 26, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Scott Whitney
Police Chief

SUBJECT: Federal and State Asset Forfeiture Funds

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, 385-7624

RECOMMENDATION:

That City Council approve a special budget appropriation in the amount of \$323,300 for the use of Federal (\$222,000) and State (\$101,300) asset forfeiture funds allocated to the City of Oxnard Police Department. The funds will be used for training and equipment purchases not normally associated with general fund expenditures.

BACKGROUND

The Oxnard Police Department participates with outside agencies in the investigation and prosecution of narcotics related crimes. Assets seized are proportionately shared among the agencies. These equitably shared funds must be used by law enforcement agencies for law enforcement purposes only and cannot replace or supplant existing resources. The current year's appropriation will be used for training opportunities that are not reimbursed by California P.O.S.T. (Peace Officers Standards & Training), various equipment purchases not historically covered via general fund expenditures, and funding community programs designed to combat gang activity and drug abuse.

We have identified several equipment purchases that support the Department's 2017 goals of Crime Reduction, Traffic Safety, Neighborhood Problem-Solving, and Community Engagement including:

- Surveillance equipment for investigative operations
- Furniture replacement
- Defensive Tactics equipment
- Tactical equipment for first responders
- First aid supplies for first responders
- Specialized Unit uniform enhancement
- Bicycle Unit equipment

California Health & Safety Code section 11489(a)(2)(A)(i) mandates that 15% of state asset seizure funds *“be used for the sole purpose of funding programs designed to combat drug abuse and gang activity...for high-risk elementary and secondary school students.”* The designated portion of these seizure funds will be used to work closely with local community-based organizations to accomplish these goals.

STRATEGIC PRIORITIES

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

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

Objective 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

Objective 1d. Examine options for long term sustainability of public safety services to ensure an efficient and effective public safety service delivery model.

FINANCIAL IMPACT

Of the \$323,300 appropriation requested, \$222,000 will be appropriated ~~from~~ Asset Seizure-Vxnet Fed Fund 230 (for equipment, uniforms, training and capital outlay) and \$101,300 will be appropriated ~~from~~ Asset Seizure-State Fund 191 (for equipment, capital outlay, and community programs). The current fund balance for Fund 230 is approximately \$288,515. The current fund balance for Fund 191 is approximately \$243,650. Upon approval and purchase of the requested items, the remaining fund balances will be approximately \$66,515 for Fund 230 and \$142,350 for Fund 191. Approval of this recommendation will have no impact on the General Fund.

Federal and State Asset Forfeiture Funds
September 26, 2017
Page 3

ATTACHMENTS:

Attachment A: Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Police
Project/Program
Manager: Scott Whitney

Date: September 26, 2017
Phone: ext. 7612

Reason for Appropriation:

Appropriation of Asset Forfeiture funds for FY 2017-18 operations.

Accounts and Descriptions**AMOUNT**

Fund: ASSET SEIZURE - STATE (191)

Expenditures/Transfers Out**SUPPORT SERVICES (2103)**

191-2103-802-81-34	MINOR EQP - SHOP/FIELD	22,300
191-2103-802-82-09	CONTRACTS AND SERVICES/SERVICES OTHER	25,000
191-2103-802-86-05	CAPITAL OUTLAY/IMPROVEMENT - MAJOR REPAIR	54,000
	Sub-total Expenditures	101,300

Net Change to Fund Balance

(101,300)

Fund: ASSET SEIZURE - VCAT FEDERAL (230)

Expenditures/Transfers Out**SUPPORT SERVICES (2103)**

230-2103-802-81-13	MATERIALS & SUPPLIES - UNIFORMS	33,500
230-2103-802-81-34	MINOR EQP - SHOP/FIELD	45,000
230-2103-802-83-43	TRAINING/WORKSHOP/MEETINGS	45,500
230-2103-802-86-06	CAPITAL OUTLAY/ MACHINERY AND EQUIP NEW	98,000
	Sub-total Expenditures	222,000

Net Change to Fund Balance

(222,000)

Net Appropriation Change

323,300

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____

Attachment A

REQUIRES CITY COUNCIL AUTHORIZATION

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

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 4

DATE: September 26, 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

SUBJECT: Federal & State Grants and Matching Funds for Seven (7) Capital Improvement Projects

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

RECOMMENDATION:

That City Council:

1. Approves the receipt of federal grant revenue in the amount of \$301,794 and state grant revenue in the amount of \$77,000.
2. Approves the appropriation of local matching funds in the amount of \$72,093 (a total appropriation of \$450,887) for the following capital improvement projects:
 - 1) Rose Avenue Sidewalk Project No. 133105,
 - 2) Ventura Boulevard Sidewalk Project No. 133107,
 - 3) Mandalay Bay Channel Bridge Project No. 133113,
 - 4) Edison Canal Channel Bridge Project No. 133114,
 - 5) Crosswalk Beacons Phase II Project No. 163105,
 - 6) Traffic Signals Various Locations Project No. 173102, and
 - 7) Oxnard Boulevard Bicycle Lanes 2017 Project No. 183101.
3. To the extent not previously authorized, authorizes the City Manager to execute all relevant grant agreements and other related documents.

BACKGROUND

Seven (7) capital improvement projects have been awarded funds from the California Department of Transportation (Caltrans) for preliminary engineering. The budget appropriation recognizes the revenue and appropriates to the project budgets the respective federal or State awarded grants, and provides the required local matching funds for preliminary engineering for each project, respectively. The seven projects are described below.

1) Rose Avenue Sidewalk (Project No. 133105) - Installation of a six-foot wide sidewalk, curb, gutter, and access ramps for the disabled along the westerly side of Rose Avenue, from Auto Center Drive to East Collins Street. The project will improve pedestrian connectivity to the transit stop at Rose Ave, north of Auto Center Drive. The federal funds are for preliminary engineering from a 2012 Congestion Mitigation Air Quality Improvement (CMAQ) grant in the amount of \$33,000 and a local match of \$4,275, which is a total of \$37,275. Only the federal funds would be appropriated. The local match was previously appropriated by City Council.

2) Ventura Boulevard Sidewalk (Project No. 133107) - Installation of a new sidewalk on the north side of Ventura Boulevard between Vineyard Ave. and Rose Ave. Federal funds are for preliminary engineering from a 2012 CMAQ grant in the amount of \$67,000 and a local match of \$8,680, which is a total of \$75,680. Only the federal funds will be appropriated. The local match was previously appropriated by City Council.

3) Mandalay Bay Channel Bridge (Project No. 133113) - Repair of the Channel Islands Boulevard Bridge over the Mandalay Bay Channel. Federal funds are for preliminary engineering from the 2011 bridge safety program in the amount of \$23,775 and a local match of \$6,000, which is a total of \$29,775. An additional \$25,000 of local funds will be appropriated to continue environmental review to be done by a consultant, for a project total of \$54,775. Both the federal funds and local funds will be appropriated.

4) Edison Canal Channel Bridge (Project No. 133114) - Repair of the Channel Islands Boulevard Bridge over the Edison Canal. Federal funds are for preliminary engineering from the 2011 bridge safety program in the amount of \$76,225 and a local match of \$14,000, which is a total of \$90,225. An additional \$25,000 of local funds will be appropriated to continue environmental review to be done by a consultant, for a project total of \$115,225. Both the federal funds and local funds will be appropriated.

5) Crosswalk Beacons Phase II (Project No. 163105) - Installation of flashing beacons at 13 intersections identified as a high priority for pedestrians. Federal funds are for preliminary engineering from a 2015 CMAQ grant in the amount of \$23,584 and a local match of \$3,056, which is a total of \$26,640. The federal funds will be appropriated. The local match was previously appropriated by City Council.

6) Traffic Signals Various Locations (Project No. 173102) - This project will upgrade existing

Federal & State Grants and Matching Funds for 7 CIPs

September 26, 2017

Page 3

traffic signals at five intersections. Federal funds are for preliminary engineering from a 2015 highway safety improvement program grant in the amount of \$78,210 and a local match of \$8,690, which is a total of \$86,900. The federal funds and the local matching funds will be appropriated.

7) Oxnard Boulevard Bicycle Lanes 2017 (Project No. 183101) - This project is located on Oxnard Boulevard between US 101 and Gonzales Road and includes the installation of about 14,800 feet of Class II bicycle lanes on both directions of Oxnard Boulevard, the modification of a traffic signal; and the installation of sidewalk, a slope/retaining wall, median, striping, and road widening to accommodate proposed bicycle lanes. Installation of a traffic signal at Orchard Place and Oxnard Boulevard, and sidewalk to accommodate safe pedestrian travel are also part of this project. State funds are for preliminary engineering from a 2015 Active Transportation Program (ATP) grant in the amount of \$57,000 and a local match of \$113,000, which is a total of \$170,000. The City obtained a separate CMAQ grant that reduces the \$113,000 local match for the ATP grant. The City will use the CMAQ amount of \$99,597 as part of the City's local match for the ATP grant. The CMAQ grant has a required local match of \$112,500. The ATP local match is the difference of \$13,403. The CMAQ grant will provide the balance of \$99,597 for the required \$113,000 in matching funds for preliminary engineering for the ATP grant in the near future. With this action, Council will recognize and appropriate the ATP grant of \$57,000 and match of \$13,403 to the Oxnard Boulevard Bicycle Lanes 2017 (Project No. 183102).

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 3. Ensure Funding is adequate to meet the goals of the master plans.

Objective 3a. Maximize funding sources.

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

This requested budget appropriation in the amount of \$450,887 recognizes and appropriates federal revenue in the amount of \$301,794, state revenue of \$77,000, and \$72,093 in local matching funds.

Federal & State Grants and Matching Funds for 7 CIPs
September 26, 2017
Page 4

ATTACHMENTS:

Attachment A: Budget Appropriation

REQUEST FOR BUDGET APPROPRIATION

Department: Public Works
Project/Program
Manager: Thien Ng

Date: September 26, 2017
Phone: x2220

Reason for Appropriation:

To 1) recognize and appropriate federal and State grants previously awarded and 2) provide matching funds with eligible Air Pollution Buy-Down, TDA, Circulation System Fees, and remaining Rice/101 settlement deposited in Capital Outlay Fund to the following capital projects

Accounts and Descriptions**AMOUNT****Fund: Fund 275- Federal Transportation Grants****Expenditures/Transfers Out****Project 133105- Rose Avenue Sidewalk**

1) 275-3125-826.84-51 SERVICES FR OTHER PROGRAMS 33,000

Project 133107- Ventura Boulevard Sidewalk

1) 275-3125-826.84-51 SERVICES FR OTHER PROGRAMS 67,000

Project 133113- Mandalay Bay Channel Bridge

1) 275-3067-826.84-51 SERVICES FR OTHER PROGRAMS 23,775

Project 133114- Edison Canal Channel Bridge

1) 275-3067-826.84-51 SERVICES FR OTHER PROGRAMS 76,225

Project 163105- Crosswalk Beacon Phase II

1) 275-3109-826.84-51 SERVICES FR OTHER PROGRAMS 23,584

Project 173102- Traffic Signals- Various Locations

1) 275-3109-826.84-51 SERVICES FR OTHER PROGRAMS 78,210

Sub-total Expenditures 301,794

Net Change to Fund Balance (301,794)

Fund: Fund 118- Air Pollution Buy-Down Fund**Expenditures/Transfers Out****Project 183101- Oxnard Blvd Bike Lane 2017**

2) 118-3167-826.82-09 SVCS- OTHER PROFESSIONAL/CONTRACT 13,403

Sub-total Expenditures 13,403

Net Change to Fund Balance (13,403)

Fund: Fund 210- Transportation Grant- State**Revenues/Transfers In****Project 183101- Oxnard Blvd Bike Lane 2017**

1) 210-3167-532.72-31 SERVICES FR OTHER PROGRAMS 57,000

Sub-total Expenditures 57,000

Net Change to Fund Balance (57,000)

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

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Rev# _____

REQUIRES CITY COUNCIL AUTHORIZATION

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Expenditures/Transfers Out**Project 133113- Mandalay Bay Channel Bridge**

2)	212-3067-826.84-51	SERVICES FR OTHER PROGRAMS	6,000
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Project 133114- Edison Canal Channel Bridge

2)	212-3067-826.84-51	SERVICES FR OTHER PROGRAMS	14,000
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	Sub-total Expenditures	20,000
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	Net Change to Fund Balance	(20,000)
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Fund: Fund 301- Capital Outlay Funds**Expenditures/Transfers Out****Project 133113- Mandalay Bay Channel Bridge**

2)	301-3067-826.82-09	SVCS- OTHER PROFESSIONAL/CONTRACT	25,000
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Project 133114- Edison Canal Channel Bridge

2)	301-3067-826.84.82-09	SVCS- OTHER PROFESSIONAL/CONTRACT	25,000
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	Sub-total Expenditures	50,000
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	Net Change to Fund Balance	(50,000)
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Fund: Fund 354- Circulation Syst Funds**Expenditures/Transfers Out****Project 173102- Traffic Signals- Various Locations**

2)	354-3109-826.84-51	SERVICES FR OTHER PROGRAMS	8,690
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	Sub-total Expenditures	8,690
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	Net Change to Fund Balance	(8,690)
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	Net Appropriation Change	450,887
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Approvals

Department Director	
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Chief Financial Officer	
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City Manager	
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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: September 26, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Thien Ng
Interim Public Works Director

SUBJECT: Acceptance of the CAL FIRE Urban and Community Forestry Grant

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

RECOMMENDATION:

That City Council approve a budget appropriation in the amount of \$276,048 from the California Department of Forestry and Fire Protection (CAL FIRE) Urban and Community Forestry Grant Program to Tree Planting Project No. 775703.

BACKGROUND

The California Department of Forestry and Fire Protection's ("CAL FIRE") Urban and Community Forestry Grant Program ("Program") is designed to fund activities that result in a quantifiable net greenhouse gas reduction. This Program's focus is on the use of trees and associated vegetation to provide multiple benefit solutions and to mimic the functions of natural forests in urban neighborhoods. Resolution 15,007 was executed by the City Council of the City of Oxnard ("City") on April 18, 2017, authorizing the submittal of the grant application by the City Manager. The grant application was then submitted to CAL FIRE on April 26, 2017, and the grant was awarded to the City on May 22, 2017.

The Program works to optimize the benefits of trees and related vegetation through multiple-objective projects as specified in the California Urban Forestry Act of 1978 (Public Resources Code Sections 4799.06 through 4799.12). These projects further the goals of the California Global Warming Solutions Act of 2006 (AB 32), which sought to reduce California's greenhouse

Acceptance of the CAL FIRE Urban and Community Forestry Grant

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gas (“GHG”) emissions to 1990 levels by 2020. The projects provide environmental services and cost-effective solutions to address the needs of urban communities and local agencies. Additional project benefits include increased water supply, clean air and water, reduced energy use, flood and storm water management, recreation, urban revitalization, improved public health, and the production of useful products such as bio-fuel, clean energy, and high quality wood. Projects may provide a combination of these additional benefits, other benefits not mentioned, or even benefits that are not yet clearly defined. CAL FIRE encourages resident participation in the development and implementation of each project.

CAL FIRE prioritizes funding projects in “disadvantaged communities,” which are defined as those disproportionately burdened by multiple sources of pollution, as identified by the Office of Environmental Health Hazard Assessment (“OEHHHA”) and the California Environmental Protection Agency (“CalEPA”). In Oxnard, this includes several census tracts and those tracts with a half mile extended zone around the identified tracts’ boundaries.

The Project

Proposed Tree Planting Project Number 775703 (“Project”) will create greenhouse gas reduction benefits through tree planting that integrates maximizing the use of environmental services with job training and creation for young people in Oxnard’s disadvantaged communities. The Project will fund the planting of 1,000 trees in disadvantaged areas of Oxnard, including job training efforts for young people enrolled in the City Corps program. The trainees will support the Parks Division in the planting and initial management of the trees. The Project’s scope includes cost effective solutions to increasing water supply and best management practices in stormwater management while improving public health and the City recreational amenities.

The Project will involve resident participation, including the planting and early maintenance of the planted trees. The Project will engage the Meetup/Cleanup community volunteerism program of the City's Cultural and Community Services Department. The Project will also seek out the participation of residents involved in Inter-Neighborhood Council Organizations (“INCOs”) and the Parks, Recreation and Community Services Commission. The Project will be integrated in the Parks and Recreation Master Planning process that will likely take place in 2017 and 2018. The Project will utilize public community educational space to engage the community within an urban and community forestry perspective, including caring for drought-tolerant and native community forestry plantings. The Project will use the space to train young people in urban and community forestry tree production methods, using an interactive and educational greenhouse/ shadehouse funded by the Project to propagate and maintain additional trees and plants before their distribution and planting in the disadvantaged communities.

To meet the job training priorities of CAL FIRE, the Project will utilize the Oxnard City Corps program, which serves young people ages 14 through 24, in order to support the planting and maintenance of the trees through a job training component. The Oxnard City Corps headquarters and demonstration house showcases water conservation, stormwater management, and rainwater harvesting practices. The site is also planted with native, drought-tolerant species. The Project

extends these best practice models to Oxnard's parks and public areas.

STRATEGIC PRIORITIES

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

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

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

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 3b. Empower and connect our Inter-Neighborhood Council Organizations (“INCOs”), Community Advisory Groups (“CAGs”) and Neighborhood Watch Program.

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

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

Objective 5a. Develop and implement a sustainability program.

FINANCIAL IMPACT

The CAL FIRE Urban and Community Forestry grant requires a cost share (matching) rate where the City pays 25 percent and the grant pays 75 percent of the Project. Matching requirements may be met with in-kind activities or materials related to the Project as well as any State funding source related to the Project.

The total Project cost is \$366,321. The City’s in-kind match would be \$90,273, which includes

Acceptance of the CAL FIRE Urban and Community Forestry Grant
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\$82,733 of Public Works staff time to the Project and \$7,500 of in-kind materials. The CAL FIRE grant funding awarded would be recognized and appropriated to the Project. There is no additional costs to the General Fund.

ATTACHMENTS:

Attachment A - Resolution No. 15,007 - CALFIRE Grant Application Submittal

Attachment B - CAL-FIRE_Budget_Appropriation

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. 15,007A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD
APPROVING SUBMITTAL OF GRANT APPLICATION

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

WHEREAS, the Public Works Department has requested that City Council approve the submittal of an application to the California Department of Forestry and Fire Protection's (CAL FIRE) Urban Forestry Grant Program in grant funds to be used for planting trees in Oxnard's "disadvantaged communities," which are defined as those disproportionately burdened by multiple sources of pollution.

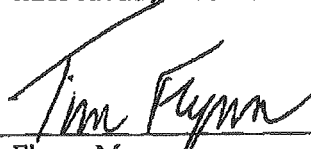
NOW, THEREFORE, the City Council of the City of Oxnard resolves to approve the submittal of a grant application by the City Manager for the implementation the Oxnard Community Forestry Program. The City Council further resolves that the City Manager or designee is authorized to execute grant agreements; the Finance Director or designee is authorized to submit financial reports and grant claims and approve special budget appropriations for the use of grant funds; and the Public Works Director or designee is authorized to submit non-financial reports.

PASSED AND ADOPTED this 18th day of April, 2017, by the following vote:

AYES: Councilmember Flynn, Ramirez, MacDonald, Perello and Madrigal.

NOES: None.

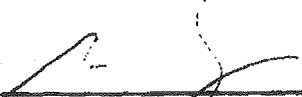
ABSENT: None.


Tim Flynn, Mayor

ATTEST:


Michelle Ascencion, City Clerk

APPROVED AS TO FORM:


Stephen M. Fischer, City Attorney

REQUEST FOR BUDGET APPROPRIATION

Department: Parks
Project/Program
Manager: Eric Humel

Date: September 26, 2017
Phone: 805-575-1024

Reason for Appropriation:

To Recognize State Grant Revenue and appropriate funding for CAL-FIRE-Oxnard Urban and Community Forestry Grant Program.

Accounts and Descriptions

AMOUNT

Fund: OTHER STATE/LOCAL GRANTS FUND (219)

Revenues/Transfers In

CAL-FIRE UCFP (Project 775703)

219-5740-532-7231	STATE GRANT REVENUES	276,048
	Sub-total Revenues	276,048

Expenditures/Transfers Out

CAL-FIRE UCFP (Project 775703)

219-5740-805-8104	SUPPLIES-SHOP & FIELD	80,510
219-5740-805-8216	SERVICES-PRINTING-BINDING	5,500
219-5740-805-8209	SVCS-OTHER PROF/CONTRACT	11,500
219-5740-805-8451	SERVICES FROM OTHER PROG	177,682
219-5740-805-8345	MILEAGE REIMBURSEMENTS	856
	Sub-total Expenditures	276,048

Net Change to Fund Balance **0**

Net Appropriation Change **276,048**

Approvals

Department Director _____

Chief Financial Officer _____

City Manager _____



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 6

DATE: September 26, 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: Award Contract for On-Call Street Striping and Marking Services PW 17-03

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

RECOMMENDATION:

That City Council award and authorize the Mayor to execute Agreement A-8006 with Chrisp Company in the amount of \$275,000 over a three (3) year period for On-Call Street Striping and Marking Services Project PW 17-03.

BACKGROUND

The Project

The Public Works Streets Division requires support for the installation and maintenance of center line, lane line pavement striping, and other standard types of traffic markings. Thus, on February 14, 2017, City Council approved the plans and specifications for On-Call Street Striping and Marking Services PW 17-03 and authorized staff to solicit bids for this project.

Staff solicited bids for a contractor that provides on-call services for the new installation of, or removal and replacement of, existing pavement striping and markings, including traffic control and public safety. The contractor will be responsible for furnishing all materials, tools, equipment, and labor required to complete the assigned work per the cost of services schedules established in the bid and contract documents.

Lowest Responsive Bid

The Notice Inviting Formal Bids (NIFB) on the project was published and sent out on July 20, 2017, and all bids were due on August 21, 2017. Bidding on this Project was based on unit pricing for specific work items. For example, there is a unit price for the cost per linear foot for 4" single solid white line painting and another for the cost for each non reflective raised pavement marker. The unit pricing is detailed in the attached Exhibit B – Bid Tabulation. The lowest price for each unit item was used to calculate the lowest bidder for this project. Staff has projected an annual budget for this work of approximately \$91,666 per year or \$275,000 over the course of three (3) years. The unit price contained in the bid will be the price used for all task orders under the contract.

The City received bids listed below:

Chrisp Company:	\$21,135.84
Sterndahl Enterprises, Inc.	\$53,007.12
Super Seal & Stripe, Inc.:	\$53,201.69

The lowest bidder is Chrisp Company, and its bid is responsive to the City's NIFB. Following this determination, procurement staff reviewed all documentation received from Chrisp Company and verified possession of required currently valid licenses, reviewed the federal Occupational Safety and Health Administration (OSHA) website for safety violations, checked that all City business licenses are current, and verified registration with the State of California Department of Industrial Relations (DIR). The recommended contractor has worked on prior City projects and completed work in a satisfactory manner. Staff has no reason at this time to believe that the Contractor or any of its subcontractors are not legally responsible, which means trustworthy and fit and capable to satisfactorily complete the project. Thus, Staff recommends that the City Council award the contract for this project to Chrisp Company.

Chrisp Company's bid was lower than other bidders due to their \$0 minimum price call out on stenciling and striping for projects over \$5,001. Staff contacted Chrisp Company regarding this bid item and Chrisp Company verified this was their intended bid for this project. Chrisp Company chose to forgo this minimum call out charge for stenciling and striping in order to make their bid more competitive.

The contract (which incorporates the notice inviting bids, the entire bid packet, and Chrisp Company's bid) is attached for review; however, this contract will not be sent to the contractor for signatures until Council has approved the award. The contractor will then have 14 days to sign and return the contract along with the necessary insurance and bond documents.

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.

Award Contract for On-Call Street Striping and Marking Services PW 17-03
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FINANCIAL IMPACT

Funding for the cost of these services is included in the Adopted Budget of FY2017-18 from Measure O Alley and Roadway Repairs Project No. MO3102.

ATTACHMENTS:

- A - Staff Report Approving Plans & Specs PW 17-03
- B - PW 17-03 On Call Street Striping & Marking Bid Tabulation
- C - Chrisp Company Bid Document PW 17-03
- D - Agreement A-8006 Chrisp Company On Call Street Striping PW 17-03



**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Info/Consent

AGENDA ITEM NO.: 5

DATE: February 14, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Daniel Rydberg
Public Works Director

SUBJECT: On-Call Street Striping and Marking Services PW 17-03

CONTACT: Daniel Rydberg, Public Works Director
Daniel.Rydberg@oxnard.org, 385-8055

RECOMMENDATION:

That City Council authorize staff to solicit bids for On-Call Street Striping and Marking Services PW 17-03. This contract will be for \$300,000 for three years and will not exceed \$100,000 annually.

BACKGROUND

The Public Works Streets Division requires support for the installation and maintenance of center line, lane line pavement striping, and other standard types of traffic markings. Staff wishes to solicit bids for a contractor that provides on-call services for the new installation of, or removal and replacement of, existing pavement striping and markings, including traffic control and public safety. The contractor will be responsible for furnishing all materials, tools, equipment, and labor required to complete the assigned work per the cost of services schedules established in the bid and contract documents. After the project bids are received and evaluated, staff will return to City Council to recommend awarding the contract to the lowest bidder for the project.

STRATEGIC PRIORITIES

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

On-Call Street Striping and Marking Services PW 17-03

February 14, 2017

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adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Funding for the cost of these services are included in the Adopted Budget of FY2016-17 from Measure O Alley and Roadway Repairs Project no. MO3102.

PW 17-03 On-Call Street Striping and Marking Services
City of Oxnard
K.6.b

Bid Due Date: 08/21/17	Chrisp Company						Sterndahl Enterprises, Inc.						Super Seal & Stripe, Inc.					
	43650 Osgood Road Fremont, CA 94539 US Bidder Status: Valid						11861 Branford Street Sun Valley, Ca 91312 US Bidder Status: Valid						310 A. Street / P. O. Box 755 Fillmore, CA 93016 US Bidder Status: Valid					
	Lowest Bidder #1						#2						#3					
Item Description	Unit Price						Unit Price						Unit Price					
Striping (Paint)	Less Than \$5,000		\$5001 to \$9,000		\$9,001 +		Less Than \$5,000		\$5001 to \$9,000		\$9,001 +		Less Than \$5,000		\$5001 to \$9,000		\$9,001 +	
4" Broken Line White or Yellow	\$0.12	LF	\$0.10	LF	\$0.08	LF	\$0.15	LF	\$0.15	LF	\$0.15	LF	\$0.11	LF	\$0.09	LF	\$0.08	LF
4" Single Solid White or Yellow	\$0.16	LF	\$0.14	LF	\$0.12	LF	\$0.20	LF	\$0.20	LF	\$0.20	LF	\$0.20	LF	\$0.18	LF	\$0.15	LF
Double Yellow with Black Divider	\$0.22	LF	\$0.20	LF	\$0.18	LF	\$0.22	LF	\$0.22	LF	\$0.22	LF	\$0.30	LF	\$0.28	LF	\$0.25	LF
6" Solid or Broken, White	\$0.78	LF	\$0.16	LFT	\$0.14	LF	\$0.22	LF	\$0.22	LFT	\$0.22	LF	\$0.25	LF	\$0.23	LFT	\$0.20	LF
8" Solid or Broken, White	\$0.32	LF	\$0.30	LF	\$0.28	LF	\$0.25	LF	\$0.25	LF	\$0.25	LF	\$0.30	LF	\$0.28	LF	\$0.25	LF
Two-Way Left Turn Yellow with Black Divider	\$0.40	LF	\$0.36	LF	\$0.32	LF	\$0.40	LF	\$0.40	LF	\$0.40	LF	\$0.30	LF	\$0.28	LF	\$0.25	LF
Transition Intersection Treatment	\$0.40	LF	\$0.35	LF	\$0.30	LF	\$1.00	LF	\$1.00	LF	\$1.00	LF	\$0.60	LF	\$0.55	LF	\$0.60	LF
Prelining	\$0.20	LF	\$0.15	LF	\$0.70	LF	\$0.10	LF	\$0.10	LF	\$0.10	LF	\$0.15	LF	\$0.12	LF	\$0.10	LF
Minimum Call Out (Striper)	\$900.00	LS	**	LS	**	LS	\$2,500.00	LS	\$2,500.00	LS	\$2,500.00	LS	\$1,000.00	LS	\$900.00	LS	\$750.00	LS
8" Letters	\$8.00	EA	\$7.00	EA	\$6.00	EA	\$10.00	EA	\$10.00	EA	\$10.00	EA	\$15.00	EA	\$14.00	EA	\$13.00	EA
4" Letters	\$6.00	EA	\$5.00	EA	\$4.50	EA	\$5.00	EA	\$5.00	EA	\$5.00	EA	\$14.00	EA	\$13.00	EA	\$12.00	EA
12" Letters	\$3.00	EA	\$2.50	EA	\$2.00	EA	\$10.00	EA	\$10.00	EA	\$10.00	EA	\$8.00	EA	\$7.00	EA	\$6.00	EA
18" Letters	\$4.00	EA	\$3.50	EA	\$3.00	EA	\$12.00	EA	\$12.00	EA	\$12.00	EA	\$10.00	EA	\$9.00	EA	\$8.00	EA
4" Letters	\$2.00	EA	\$1.50	EA	\$1.00	EA	\$5.00	EA	\$5.00	EA	\$5.00	EA	\$6.00	EA	\$5.00	EA	\$4.00	EA
Crosswalks	\$2.00	SF	\$1.50	SF	\$1.20	SF	\$2.00	SF	\$2.00	SF	\$2.00	SF	\$1.50	SF	\$1.35	SF	\$1.20	SF
Limit Bars	\$30.00	EA	\$25.00	EA	\$20.00	EA	\$50.00	EA	\$50.00	EA	\$50.00	EA	\$30.00	EA	\$27.00	EA	\$24.00	EA
Cross Hatching (12")	\$2.00	SF	\$1.50	SF	\$1.20	SF	\$2.00	SF	\$2.00	SF	\$2.00	SF	\$1.50	SF	\$1.35	SF	\$1.20	SF
RXR Complete	\$150.00	EA	\$120.00	EA	\$100.00	EA	\$250.00	EA	\$250.00	EA	\$250.00	EA	\$220.00	EA	\$210.00	EA	\$200.00	EA
RXR ½	\$110.00	EA	\$90.00	EA	\$70.00	EA	\$150.00	EA	\$150.00	EA	\$150.00	EA	\$150.00	EA	\$140.00	EA	\$130.00	EA
Arrow Type 1-18	\$45.00	EA	\$40.00	EA	\$35.00	EA	\$75.00	EA	\$75.00	EA	\$75.00	EA	\$50.00	EA	\$45.00	EA	\$40.00	EA
Arrows Type IV	\$30.00	SF	\$25.00	SF	\$20.00		\$4.00	SF	\$4.00	SF	\$4.00		\$30.00	SF	\$27.00	SF	\$24.00	
Arrows Type V1	\$80.00	EA	\$70.00	EA	\$60.00	EA	\$175.00	EA	\$175.00	EA	\$175.00	EA	\$85.00	EA	\$77.00	EA	\$70.00	EA
Arrows Bike	\$22.00	EA	\$18.00	EA	\$15.00	EA	\$50.00	EA	\$50.00	EA	\$50.00	EA	\$20.00	EA	\$18.00	EA	\$15.00	EA
Arrows Parking	\$22.00	EA	\$18.00	EA	\$15.00	EA	\$50.00	EA	\$50.00	EA	\$50.00	EA	\$20.00	EA	\$18.00	EA	\$15.00	EA
4" Stripe (parking 16 to 18 LF long)	\$10.00	EA	\$15.00	EA	\$12.00	EA	\$18.00	EA	\$18.00	EA	\$18.00	EA	\$8.00	EA	\$7.00	EA	\$6.00	EA
4" Stripe Misc. Parking Lot	\$0.70	EA	\$0.60	EA	\$0.50	EA	\$1.00	EA	\$1.00	EA	\$1.00	EA	\$60.00	EA	\$55.00	EA	\$50.00	EA
Parking Tee	\$15.00	EA	\$12.00	EA	\$10.00	EA	\$50.00	EA	\$50.00	EA	\$50.00	EA	\$7.00	EA	\$6.00	EA	\$5.00	EA
Curb Berm	\$1.50	LF	\$1.20	LF	\$1.00	LF	\$2.00	LF	\$2.00	LF	\$2.00	LF	\$1.40	LF	\$1.20	LF	\$1.00	LF
Handicapped Blue with Border	\$50.00	EA	\$45.00	EA	\$40.00	EA	\$100.00	EA	\$100.00	EA	\$100.00	EA	\$40.00	EA	\$35.00	EA	\$30.00	EA
Bike Symbol	\$30.00	EA	\$25.00	EA	\$20.00	EA	\$150.00	EA	\$150.00	EA	\$150.00	EA	\$40.00	EA	\$35.00	EA	\$30.00	EA
Subtotal	\$1,533.20 *		\$529.06 **		\$438.92 **		\$1,171.00 *		\$1,171.00 *		\$1,171.00 *		\$1,819.61		\$1,599.46 *		\$1,437.18	
Verified Subtotal	\$1,525.80		\$529.06		\$439.52		\$3,673.54		\$3,673.54		\$3,673.54		\$1,819.61		\$1,653.91		\$1,437.28	
Raised Pavement Markers																		
Raised Pavement Markers Retro reflective Abrasion Resistant	\$3.00	EA	\$2.75	EA	\$2.50	EA	\$3.00	EA	\$3.00	EA	\$3.00	EA	\$5.00	EA	\$4.50	EA	\$4.00	EA
Raised Pavement Marker, Non Reflective	\$2.00	EA	\$1.75	EA	\$1.20	EA	\$1.50	EA	\$1.50	EA	\$1.50	EA	\$4.00	EA	\$3.50	EA	\$3.00	EA
Remove Marker	\$2.00	EA	\$1.50	EA	\$1.00	EA	\$1.00	EA	\$1.00	EA	\$1.00	EA	\$1.50	EA	\$1.25	EA	\$1.00	EA
Remove Traffic Stripe or Markings (Grind)	\$3.00	SF	\$2.50	SF	\$1.50	SF	\$1.50	SF	\$1.50	SF	\$1.50	SF	\$1.50	SF	\$1.25	SF	\$1.00	SF
Remove Yellow Thermoplastic (Lead Chromate Material)	\$4.00	SF	\$3.50	SF	\$3.00	SF	\$2.50	SF	\$2.50	SF	\$2.50	SF	\$4.00	SF	\$3.50	SF	\$3.00	SF
Disposal Yellow Thermoplastic (Lead Chromate Material)	\$2,000.00	LS	\$2,500.00	LS	\$3,000.00	LS	\$500.00	LS	\$500.00	LS	\$500.00	LS	\$8,500.00	LS	\$8,500.00	LS	\$8,500.00	LS
Greyout Striping Markings or Curbs	\$1.50	SF	\$1.30	SF	\$1.20	SF	\$2.00	SF	\$2.00	SF	\$2.00	SF	\$3.00	SF	\$2.50	SF	\$2.00	SF
Minimum Call Out (Stencil)	\$600.00	LS	**	LS	**	LS	\$2,500.00	LS	\$2,500.00	LS	\$2,500.00	LS	\$1,000.00	LS	\$900.00	LS	\$750.00	LS
Minimum Combined Call Out (Stripe & Stencil)	\$1,100.00	LS	**	LS	**	LS	\$3,500.00	LS	\$3,500.00	LS	\$3,500.00	LS	\$2,000.00	LS	\$1,800.00	LS	\$1,500.00	LS
Subtotal	\$3,715.50		\$2,513.50 **		\$3,010.40 **		\$6,511.50		\$6,511.50		\$6,511.50		\$11,519.00		\$11,216.50		\$10,764.00	
Verified Subtotal	\$3,715.50		\$2,513.30		\$3,010.40		\$6,511.50		\$6,511.50		\$6,511.50		\$11,519.00		\$11,216.50		\$10,764.00	
Thermoplastic-Stripings:																		
4" Broken White	\$0.36	SF	\$0.32	SF	\$0.28	SF	\$1.50	SF	\$1.50	SF	\$1.50	SF	\$0.40	SF	\$0.35	SF	\$0.30	SF

4" Broken Yellow	\$0.36	SF	\$0.32	SF	\$0.28	SF	\$1.50	SF	\$1.50	SF	\$1.50	SF	\$0.40	SF	\$0.35	SF	\$0.30	SF
Double Yellow	\$0.80	SF	\$0.76	SF	\$0.72	SF	\$1.50	SF	\$1.50	SF	\$1.50	SF	\$1.00	SF	\$0.90	SF	\$0.75	SF
6" Solid	\$0.72	SF	\$0.62	SF	\$0.52	SF	\$1.75	SF	\$1.75	SF	\$1.75	SF	\$0.75	SF	\$0.54	SF	\$0.55	SF
6" Skip	\$0.72	SF	\$0.62	SF	\$0.52	SF	\$1.75	SF	\$1.75	SF	\$1.75	SF	\$0.50	SF	\$0.45	SF	\$0.40	SF
8" Solid	\$0.90	SF	\$0.85	SF	\$0.80	SF	\$1.75	SF	\$1.75	SF	\$1.75	SF	\$1.00	SF	\$0.90	SF	\$0.75	SF
8" Skip	\$0.80	SF	\$0.75	SF	\$0.70	SF	\$1.75	SF	\$1.75	SF	\$1.75	SF	\$0.75	SF	\$0.65	SF	\$0.55	SF
4" Solid	\$0.40	SF	\$0.38	SF	\$0.36	SF	\$1.50	SF	\$1.50	SF	\$1.50	SF	\$0.50	SF	\$0.45	SF	\$0.40	SF
2-Way Left Turn	\$1.60	SF	\$1.50	SF	\$1.40	SF	\$1.50	SF	\$1.50	SF	\$1.50	SF	\$0.95	SF	\$0.85	SF	\$0.70	SF
Move-in (Mobilization)	\$1,600.00	LS	\$1,400.00	LS	\$1,200.00	LS	\$3,000.00	LS	\$3,000.00	LS	\$3,000.00	LS	\$2,500.00	LS	\$2,250.00	LS	\$2,000.00	LS
Subtotal	\$1,606.66		\$1,406.12		\$1,205.58		\$3,014.50		\$3,014.50		\$3,014.50		\$2,506.25		\$2,255.55		\$2,004.70	
Verified Subtotal	\$1,606.66		\$1,406.12		\$1,205.58		\$3,014.50		\$3,014.50		\$3,014.50		\$2,506.25		\$2,255.44		\$2,004.70	
Thermoplastic-Markings:																		
Limit Bars	\$3.50	SF	\$3.20	SF	\$3.00	SF	\$2.50	SF	\$2.50	SF	\$2.50	SF	\$3.00	SF	\$2.75	SF	\$2.50	SF
X-Walks, White or Yellow	\$3.50	SF	\$3.20	SF	\$3.00	SF	\$2.50	SF	\$2.50	SF	\$2.50	SF	\$3.00	SF	\$2.75	SF	\$2.50	SF
8" Letters, White Reflective	\$35.00	EA	\$30.00	EA	\$25.00	EA	\$5.00	EA	\$5.00	EA	\$5.00	EA	\$25.00	EA	\$22.50	EA	\$20.00	EA
8" Letters, Yellow Reflective	\$35.00	EA	\$30.00	EA	\$25.00	EA	\$5.00	EA	\$5.00	EA	\$5.00	EA	\$25.00	EA	\$22.50	EA	\$20.00	EA
Type III Arrow	\$150.00	EA	\$140.00	EA	\$130.00	EA	\$400.00	EA	\$400.00	EA	\$400.00	EA	\$175.00	EA	\$150.00	EA	\$125.00	EA
Type IV Arrow	\$60.00	EA	\$55.00	EA	\$50.00	EA	\$150.00	EA	\$150.00	EA	\$150.00	EA	\$70.00	EA	\$60.00	EA	\$50.00	EA
Type VI Arrow	\$150.00	EA	\$140.00	EA	\$130.00	EA	\$400.00	EA	\$400.00	EA	\$400.00	EA	\$175.00	EA	\$150.00	EA	\$125.00	EA
RXR	\$300.00	EA	\$275.00	EA	\$250.00	EA	\$450.00	EA	\$450.00	EA	\$450.00	EA	\$325.00	EA	\$300.00	EA	\$275.00	EA
Bike Symbol	\$50.00	EA	\$45.00	EA	\$40.00	EA	\$250.00	EA	\$250.00	EA	\$250.00	EA	\$70.00	EA	\$60.00	EA	\$50.00	EA
Misc. Thermo Legends	\$4.00	SF	\$3.50	SF	\$3.20	SF	\$4.50	SF	\$4.50	SF	\$4.50	SF	\$5.00	SF	\$4.50	SF	\$4.00	SF
Move-in (Mobilization)	\$1,200.00	LS	\$1,000.00	LS	\$800.00	LS	\$2,800.00	LS	\$2,800.00	LS	\$2,800.00	LS	\$2,000.00	LS	\$1,900.00	LS	\$1,800.00	LS
Subtotal	\$1,991.00		\$1,724.90		\$1,459.20		\$4,469.50		\$4,469.50		\$4,469.50		\$2,876.00		\$2,675.00		\$2,474.00	
Verified Subtotal	\$1,991.00		\$1,724.90		\$1,459.20		\$4,469.50		\$4,469.50		\$4,469.50		\$2,876.00		\$2,675.00		\$2,474.00	
Bid List Total -SUBMITTED	\$8,846.36		\$6,175.38		\$6,114.10		\$15,166.50		\$15,166.50		\$15,166.50		\$18,720.86		\$17,746.51		\$16,679.88	
	Chrisp Company						Sterndahl Enterprises, Inc.						Super Seal & Stripe, Inc.					
TOTAL OF ALL RATES SUBMITTED:	\$21,135.84						\$17,669.04 *						\$53,147.25 *					
TOTAL OF ALL RATES - VERIFIED	\$21,135.84						\$53,007.12						\$53,201.69					

* Discrepancy in total. Per Contract Documents: in case of discrepancy between the unit price and the subtotal, the unit price shall prevail.

** Unit item omitted. Per Contract Documents: if the amount set forth as a unit price is omitted, then the amount set forth as the subtotal shall prevail.

BID FOR THE ON-CALL STREET STRIPING AND MARKING SERVICES PW 17-03

The undersigned, as Bidder, declares that:

1. The Bidder has carefully examined the Contract Documents, all Addenda, and any other information provided regarding the On-Call Street Striping and Marking Services PW 17-03 ("Project") and is satisfied as to the conditions, character, quality and quantities of Work to be performed, and the materials to be furnished.
2. The Bid includes all taxes, fees and costs, and as such is the total amount required for the Bidder to complete this Project in accordance with the Contract Documents.
3. The Bidder is properly licensed by the State as a contractor to perform this type of Work.

The undersigned, as Bidder, agrees to the following:

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/18/2017 [date], at FREMONT [city], CALIFORNIA [state].

Bidder's Name (Company): CHRISP COMPANY

Signature: [Signature]

Title: VICE PRESIDENT

Print: DAVID L. MORRIS

Date: 8/18/2017

[Signature]

SECRETARY

TAMMIE ALLISON

B-1

8/18/2017

CITY OF OXNARD

BID SHEETS FOR THE ON-CALL STREET STRIPING AND MARKING SERVICES
PW 17-03

Bidder's Name: CHRISP COMPANY

To the Honorable Mayor and Members of the City Council:

In compliance with the Notice Inviting Bids, the undersigned hereby agrees to execute the Contract to furnish all labor, materials, equipment and supplies for the Tasks comprising the Project in accordance with the Contract Documents to the satisfaction and under the direction of the Project Manager at the following prices:

COST OF SERVICES SCHEDULE

Striping (Paint)	Less Than \$5,000		\$5001 to \$9,000		\$9,001 +	
4" Broken Line White or Yellow	.12¢	LF	.10¢	LF	.08¢	LF
4" Single Solid White or Yellow	.16¢	LF	.14¢	LF	.12¢	LF
Double Yellow with Black Divider	.22¢	LF	.20¢	LF	.18¢	LF
6" Solid or Broken, White	.18¢	LF	.16¢	LFT	.14¢	LF
8" Solid or Broken, White	.32¢	LF	.30¢	LF	.28¢	LF
Two-Way Left Turn Yellow with Black Divider	.40¢	LF	.36¢	LF	.32¢	LF
Transition Intersection Treatment	.40¢	LF	.35¢	LF	.30¢	LF
Prelining	.20¢	LF	.15¢	LF	.10¢	LF
Minimum Call Out (Striper)	900.00	LS		LS		LS

Striping (Paint)	Less Than \$5,000		\$5001 to \$9,000		\$9,001 +	
8" Letters	8.00	EA	7.00	EA	6.00	EA
4" Letters	6.00	EA	5.00	EA	4.50	EA
12" Letters	3.00	EA	2.50	EA	2.00	EA
18" Letters	4.00	EA	3.50	EA	3.00	EA
4" Letters	2.00	EA	1.50	EA	1.00	EA
Crosswalks	2.00	SF	1.50	SF	1.20	SF
Limit Bars	30.00	EA	25.00	EA	20.00	EA
Cross Hatching (12")	2.00	SF	1.50	SF	1.20	SF
RXR Complete	150.00	EA	120.00	EA	100.00	EA
RXR 1/2	110.00	EA	90.00	EA	70.00	EA
Arrow Type 1-18	45.00	EA	40.00	EA	35.00	EA
Arrows Type IV	30.00	SF	25.00	SF	20.00	
Arrows Type V1	80.00	EA	70.00	EA	60.00	EA
Arrows Bike	22.00	EA	18.00	EA	15.00	EA
Arrows Parking	22.00	EA	18.00	EA	15.00	EA
4" Stripe (parking 16 to 18 LF long)	10.00	EA	15.00	EA	12.00	EA
4" Stripe Misc. Parking Lot	.70¢	EA	.60¢	EA	.50¢	EA
Parking Tee	15.00	EA	12.00	EA	10.00	EA
Curb Berm	1.50	LF	1.20	LF	1.00	LF
Handicapped Blue with Border	50.00	EA	45.00	EA	40.00	EA
Bike Symbol	30.00	EA	25.00	EA	20.00	EA
Subtotal	1533.20		529.06		438.92	

Raised Pavement Markers	Less than \$5,000		\$5,001 to \$9,000		\$9,0001 +	
Raised Pavement Markers Retro reflective Abrasion Resistant	3.00	EA	2.75	EA	2.50	EA
Raised Pavement Marker, Non Reflective	2.00	EA	1.75	EA	1.20	EA
Remove Marker	2.00	EA	1.50	EA	1.00	EA
Remove Traffic Stripe or Markings (Grind)	3.00	SF	2.50	SF	1.50	SF
Remove Yellow Thermoplastic (Lead Chromate Material)	4.00	SF	3.50	SF 0	3.00	SF
Disposal Yellow Thermoplastic (Lead Chromate Material)	2,000.00	LS	2,500.00	LS	3,000.00	LS
Greyout Striping Markings or Curbs	1.50	SF	1.30	SF	1.20	SF
Minimum Call Out (Stencil)	600.00	LS		LS		LS
Minimum Combined Call Out (Stripe & Stencil)	1,100.00	LS		LS		LS
Subtotal	3,715.50		2.5/3.50		3,010.40	
Thermoplastic-Stripings:						
4" Broken White	.36¢	SF	.32¢	SF	.28¢	SF
4" Broken Yellow	.36¢	SF	.32¢	SF	.28¢	SF
Double Yellow	.80¢	SF	.76¢	SF	.72¢	SF
6" Solid	.72¢	SF	.62¢	SF	.52¢	SF
6" Skip	.72¢	SF	.62¢	SF	.52¢	SF
8" Solid	.90¢	SF	.85¢	SF	.80¢	SF
8" Skip	.80¢	SF	.75¢	SF	.70¢	SF
4" Solid	.40¢	SF	.38¢	SF	.36¢	SF
2-Way Left Turn ○	1.60	SF	1.50	SF	1.40	SF
Move-in (Mobilization)	1,600.00	LS	1,400.00	LS	1,200.00	LS
Subtotal	1,606.66		1,406.13		1,205.50	

Thermoplastic-Markings:	Less than \$5,000		\$5,001 to \$9,000		\$9,001 +	
Limit Bars	3.50	SF	3.20	SF	3.00	SF
X-Walks, White or Yellow	3.50	SF	3.20	SF	3.00	SF
8" Letters, White Reflective	35.00	EA	30.00	EA	25.00	EA
8" Letters, Yellow Reflective	35.00	EA	30.00	EA	25.00	EA
Type III Arrow	150.00	EA	140.00	EA	130.00	EA
Type IV Arrow	60.00	EA	55.00	EA	50.00	EA
Type VI Arrow	150.00	EA	140.00	EA	130.00	EA
RXR	300.00	EA	275.00	EA	250.00	EA
Bike Symbol	50.00	EA	45.00	EA	40.00	EA
Misc. Thermo Legends	4.00	SF	3.50	SF	3.20	SF
Move-in (Mobilization)	1,200.00	LS	1,000.00	LS	800.00	LS
Subtotal	1,991.00		1,724.90		1,459.20	
TOTAL:	8,846.36		6,175.38		6,114.10	

Note: No adjustment in the Contract Unit Prices will be allowed. The cost of all labor, material, export of material and other costs shall be included in the above Contract Unit Prices; no additional compensation will be granted for such expenses.

TOTAL OF ALL RATES FOR ONE UNIT OF EACH (BID PRICE) IN DIGITS: \$ 21,135.84

TOTAL BID PRICE IN WORDS: TWENTY ONE THOUSAND ONE HUNDRED THIRTY FIVE DOLLARS AND EIGHTY FOUR CENTS.

Bidder acknowledges receipt of all addenda

Addendum: Date Received:
 #01 _____
 #02 _____
 #03 _____
 #04 _____

Addendum: Date Received:
 #05 _____
 #06 _____
 #07 _____
 #08 _____

Bidder's Name (Company): _____

Signature: David L. Morris

Print: DAVID L. MORRIS

TAMMIE ALLISON

Title: VICE PRESIDENT

Date: 8/18/2017

SECRETARY

8/18/2017

QUESTIONNAIRE FORM

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

- (1) Bidder's Name: CRISP COMPANY
- (2) If the Bidder's name is a fictitious name, what is the full name of the registered owner?
N/A
* If you are doing business under a fictitious name, provide a copy of the filed valid Fictitious Business Name Statement with your submitted Bid.
- (3) Business Address: 43650 OSGOOD ROAD
FREMONT, CA. 94539
Phone 1: 510.656.2840 Phone 2: 510.656.2397
Email: DMORRIS@CRISPCO.COM
- (4) Type of Firm (Partnership, LLC, Corporation, S-Corp, etc.): S-CORP
Organized under the laws of the State of: CALIFORNIA
- (5) California State Contractor's License Number and Class: 374600 A, C13, C32
Original Date Issued: 5/31/79 Expiration Date: 5/31/19
- (6) DIR Contractor Registration Number: 1000000306
- (7) Does the Bidder have a minimum of three (3) consecutive years of current experience in the type of Work related to the Project, and is this experience in actual operation of the Bidder with permanent employees performing a part of the Work as distinct from a firm operating entirely by subcontracting all phases of the Work? Circle one: YES NO
- (8) List the names, titles, addresses and phone numbers of all individuals, members, partners, joint venturers and company officers having a principal interest in this Bid:
ROBERT CRISP - PRESIDENT
ROGER WEISBROD - VICE PRESIDENT
DAVID MORRIS - VICE PRESIDENT
- (9) List all current and prior aliases, and provide all filed fictitious business names ("doing business as"), for:
N/A

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

N/A

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

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

N/A

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

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

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

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

- (16) List the last three (3) projects, if any, you have worked on or are currently working on for the City of Oxnard:

1. ORCHARD PARK NBHD STREET RESURFACING #UD15-38
2. PLEASANT VALLEY ESTATES NBHD ST. RESURFACING #UD15-07
3. COLLEGE ESTATES NBHD ST. RESURFACING #UD15-08

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

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

Signature: _____

[Signature]
Camille Alcala

Title: _____

VICE PRESIDENT Date: *8/18/2017*

SECRETARY

8/18/2017

This Questionnaire Form must be notarized below.

State of California)

County of ALAMEDA) ss

City of FREMONT)

On 8/17/2017 before me, KELLY R AGUILAR, PUBLIC NOTARY

(insert name and title of the officer) personally appeared DAVID L. MORRIS VICE PRES.

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

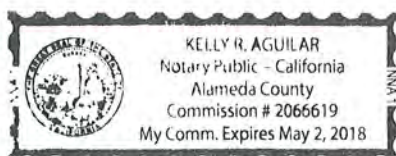
the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature

David L. Morris

(Seal)

Kelly R Aguilar



REFERENCES FORM

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

Project 1 Description: _____

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

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

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

SEE ATTACHED

Project 2 Description: _____

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

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

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

SEE ATTACHED

SEE ATTACHED

Project 3 Description: _____

Construction Dates From: _____ To: _____

Agency Name: _____

Project Manager: _____ Telephone: _____

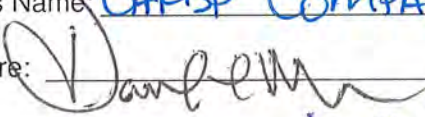
Original Contract Amount: \$ _____ Final Contract Amount: \$ _____

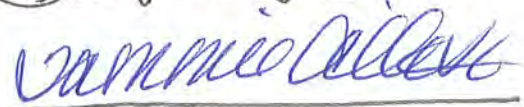
Did you file any claims against the Agency? Circle one: Yes ☒ No

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

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

Bidder's Name: CHRISP COMPANY

Signature:  Title: VICE PRES. Date: 8/18/2017

 SECRETARY 8/18/2017

Chrisp Company References 2016

Class Of work	Job Information	Name & address of General Contractor	Contact	Telephone	Project Amount & Completion Date
Paint Striping Thermo Markings Roadside Signs	2008-2016 Annual Citywide Street Maint.	City of Fontana 16849 Orange Way Fontana, Ca 92335	Chad Gordon	909-350-7634	\$200,000 Ongoing
Thermo Striping & Mrkg Grinding Removals Roadside Signs	Annual Signing and Striping	City of Pico Rivera 6615 Passons Boulevard Pico Rivera, CA 90660	Jose Loera	(562) 801-4350	\$70,000 Apr-16
Thermo Striping Thermo Marking Pavement Markers	Thermoplastic Traffic Striping, Markings, & Markers	City of Corona 400 S Vicentia Ave Corona, CA 92882	Scot Miller	951-817-5708	\$100,000 Ongoing
Non Skid Thermo Striping Non Skid Themo Marking Roadside Signs	Annual Citywide Maintenance	City of Whittier 13230 Penn Street Whittier, CA 90602	James Keena	(562) 567-9514	\$250,000 Ongoing
Paint Striping	Annual Citywide Restriping	City of Rancho Mirage 69825 Highway 111 Rancho Mirage, CA 92270	Dave Martin	760-343-0561 ext. 512	\$75,000 Reoccurring Annually
Thermo Striping Green Non-Skid Bike Lane Roadside Signs	Green Bike Lanes	City of Santa Ana 20 Civic Center Plaza Santa Ana, Ca 92701	Orlando Garcia	714-647-5049	\$160,000 Dec-15
Stop Signs Speed Limit Signs Telespar/Round Post	Citywide Sign Replace	City of San Marcos 1 Civic Center Drive San Marcos, CA 92069	Michael Rafael	(760) 744-1050 ext. 3274	\$185,000 Feb-15
Stop Signs Speed Limit Signs No Parking Signs	Citywide Sign Replace	City of Simi Valley 2929 Tapo Canyon Road Simi Valley, CA 93063	Rocky Nungester	(805) 583-6882	\$115,000 Jul-15

DESIGNATION OF SUBCONTRACTORS

List all Subcontractors who will likely perform Work or labor or render service to the Contractor in or about the construction of the Work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Contractor, will likely specially fabricate and install a portion of the Work or improvement according to detailed drawings contained in the Plans, Specifications and Task Orders. If all Subcontractors do not fit on this page, photocopy it onto blue paper and attach that additional page or those additional pages listing all other Subcontractors. If there is any change in this list of Subcontractors, Contractor must provide a new list to Project Manager before any unlisted Subcontractor can perform any Work on any Task. If Contractor intends to use no Subcontractors, please write "N/A" in the first open box.

Name under which Subcontractor is Licensed and Registered	CSLB License Number(s) and Class(es)	DIR Contractor Registration Number	Address and Phone Number	Type of Work (e.g., Electrical)	Highest Possible Percentage of Work (e.g., 10%)

Bidder's Name: CHRIST COMPANY Signature: Daniel M. Hammel Title: VICE PRES Date: 8/18/2017
SECRETARY 8/18/2017

* If Subcontractor X may perform 4% of one item on the Bid Sheets, 6% of another item and 9% of a third item, list only 9%. This percentage shall represent the "portion of the work" for the purposes of Public Contract Code Section 4104(b).

INDUSTRIAL SAFETY RECORD FORM

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

	2017 (so far)	2016	2015	2014	2013	2012	Total
Number of contracts	823	1213	1166	1141	1137	884	6,364
Total dollar amount of contracts (in thousands)	32.5 ^{mil}	46.7 ^{mil}	37.2 ^{mil}	35.7 ^{mil}	34.2 ^{mil}	36.8 ^{mil}	223.1 ^{mil}
Number of fatalities	0	0	0	0	0	0	0
Number of lost workday cases	0	0	1	2	8	2	13
Number of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0

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

Bidder's Name: CHRIST COMPANY

Signature: [Signature]
Chammie Allen

Title: VICEPRES Date: 8/18/2017
SECRETARY 8/18/2017

Bond No. N/A**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has issued an invitation for bids for the Work described as the On-Call Street Striping and Marking Services PW 17-03.

WHEREAS Chrisp Company, 43650 Osgood Road, Fremont, CA 94539

(Name and address of Bidder)

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

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

NOW, THEREFORE, we, the undersigned Principal, and _____

Travelers Casualty and Surety Company of America, 100 California Street, Suite 300, San Francisco, CA 94111

(Name and address of Surety)

a corporation organized and existing under the laws of the State of Connecticut ("Surety"), a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Agency in the penal sum of _____

Ten Percent (10%) of the Total Amount Bid

Dollars (\$ 10%), being not less than ten percent (10%) of the total Bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, executors, administrators, successors, and administrators, jointly and severally, firmly by these presents.

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: August 17, 2017

"Principal"

"Surety"

Chrisp Company

Travelers Casualty and Surety Company of America

By: Tammie Allison

By: Betty L. Tolentino

Its: Tammie Allison, Secretary

Its: Betty L. Tolentino, Attorney-in-Fact

By: Robert Chrisp
Its: ROBERT CHRISP, PRESIDENT

By: _____
Its: _____

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 ALAMEDA)On 8/18/17 before me, KELLY R. AGUILAR, NOTARY PUBLIC,

Date

Here Insert Name and Title of the Officer

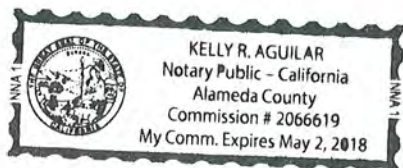
personally appeared TAMMIE ALLISON

Name(s) of Signer(s)

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 Kelly R Aguilar
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

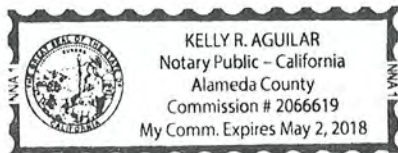
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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 ALAMEDA)On 8/18/17 before me, KELLY R. AGUILAR, NOTARY PUBLIC,*Date**Here Insert Name and Title of the Officer*personally appeared ROBERT CHRISP*Name(s) of Signer(s)*

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

Signature of Notary Public
*Place Notary Seal Above***OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of San Francisco)On August 17, 2017 before me, Brittany Kavan, Notary Public,

Date

*Here Insert Name and Title of the Officer*personally appeared Betty L. Tolentino*Name(s) of Signer(s)*

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

Brittany Kavan
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

229166

Certificate No. 007238000

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Susan Hecker, Maureen O'Connell, Robert Wrixon, Brian F. Cooper, M. Moody, Betty L. Tolentino, Janet C. Rojo, Virginia L. Black, K. Zerounian, and Kevin Re

of the City of San Francisco, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of May, 2017.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By:

Robert L. Raney
 Robert L. Raney, Senior Vice President

On this the 23rd day of May, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

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

The undersigned declare(s):

I/we am/are the VICE PRESIDENT of CHRISP COMPANY
the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/18/17 [date], at FERRMONT [city], CALIFORNIA [state].

Bidder's Name: CHRISP COMPANY

Signature: [Signature]

Title: VICE PRES. Date: 8/18/2017

[Signature]

SECRETARY

8/18/2017

This Noncollusion Declaration must be notarized on the following page.

○

(Continuation of Noncollusion Declaration)

State of California)

County of ALAMEDA) ssCity of FREMONT)On 8/17/2017 before me,David L. Morris, Vice President (insert name and title of the officer)personally appeared David Morris, 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

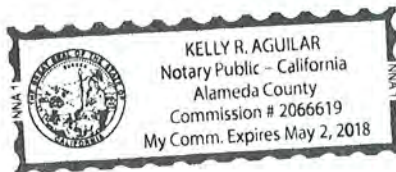
certify under PENALTY OF PERJURY under the laws of the State of California that the

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

Signature

David L. MorrisKelly R. Aguilar

(Seal)



**CITY OF OXNARD CONTRACT FOR
THE ON-CALL STREET STRIPING AND MARKING SERVICES PW 17-03**

THIS CONTRACT ("Contract") is made and entered this 26th day of September, 2017 ("Effective Date"), by and between the CITY OF OXNARD, a California municipal corporation ("City") and CHRISP COMPANY ("Contractor"). Contractor's license number is 374600.

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. 1. Incorporation. The Contract consists of all Contract Documents, which shall include the General Provisions, Special Provisions and all documents referenced in either the General or Special Provisions. These documents are incorporated herein by reference.
2. Scope of Services. Contractor shall perform all Tasks in a good and workmanlike manner for the project identified as the On-Call Street Striping and Marking Services PW 17-03 ("Project"), as described in this Contract and in the Contract Documents, throughout the Contract Term.
3. Compensation. In consideration of the services rendered pursuant to the requirements listed in the Contract Documents, City shall pay Contractor for each Task in accordance with the Contract Unit Prices submitted in the Bid, which in any case shall not exceed two hundred seventy five thousand dollars (\$275,000).
4. Contract Term. The Contract Term shall begin on the Effective Date and end three (3) years thereafter, unless sooner terminated pursuant to the Contract Documents.
5. Antitrust Claims. In entering into this Contract, Contractor assigns to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract Documents. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.
6. Prevailing Wages. City and Contractor acknowledge that the Tasks comprising the Project are public works to which prevailing wages apply. Once the Project Manager issues a Task Order, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the corresponding Task will be on file with the Project Coordinator at City Hall and will be made available to any interested party on request. Contractor and all Subcontractors are not qualified to bid on, be listed in a Bid proposal, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720 through 1861, unless registered and qualified to perform public work pursuant to Labor Code Section 1725.5 at the time of Bid submission.
7. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

9. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

10. Entire Agreement. This Contract, including all incorporated documents, constitutes the entire agreement between the parties hereto with respect to the Project and all related Tasks and supersedes all previous agreements, promises, proposals, representations, understandings and negotiations, whether written or oral, between the parties regarding the subject matter.

11. Amendment. No modification, amendment or supplement to this Contract other than Change Orders or Task Orders shall be binding unless made in writing and signed by the duly authorized representatives of both parties.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. This provision shall likewise apply to all Task Orders and other Contract Documents.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the Effective Date.

CITY OF OXNARD

CHRISP COMPANY

Tim Flynn, Mayor

David L. Morris

Title: ☐ Chairman ☐ President ☒ Vice President

ATTEST:

Michelle Ascencion, City Clerk

Tammie Allison

Title: ☒ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Thien Ng, Interim Public Works Director

APPROVED AS TO INSURANCE:

Mike More, Risk Manager

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Ruth Osuna, Assistant City Manager

City requires the following for any contract: for a corporation or s-corporation, two signatures: (1) the Board President, CEO or Vice President, and (2) the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer; for an LLC, two signatures, both of whom must be managers of the LLC; and for a partnership or limited partnership, the signatures of all partners. If your entity has a different structure, or if the above-listed persons are not the appropriate signers, please submit to the City Attorney legally-binding documentation stating who can sign and bind Contractor.

Exhibit INS-D

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

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

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

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

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

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

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

City of Oxnard
Risk Manager
Reference No. PW 17-03
300 West Third Street, Suite 302
Oxnard, California 93030

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

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

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

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

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

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

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

Endorsement Forms

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

INS-D.doc

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

CODE SUB-CODE

COMPANIES AFFORDING INSURANCE COVERAGE

INSURED

COMPANY
LETTER **A** SPECIFY COMPANY NAMES IN THIS SPACECOMPANY
LETTER **B****COVERAGES**

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [x] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG. \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession; if architectural, engineering or electrical work will be performed under the Agreement				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS**CERTIFICATE HOLDER**City of Oxnard
Attn: Risk Manager
Reference No. PW 17-03
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

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.

ISSUE DATE (MM/DD/YY)

PRODUCER Telephone: _____	POLICY INFORMATION: Insurance Company: _____ Policy No.: _____ Policy Period: (from) _____ (to) _____ LOSS ADJUSTMENT EXPENSE _____ Included in Limits In Addition to Limits
	Deductible _____ Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which)
NAMED INSURED	APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered:
	CITY AGREEMENTS/PERMITS
TYPE OF INSURANCE	

GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY COMPREHENSIVE GENERAL LIABILITY OWNERS & CONTRACTORS PROTECTIVE	Claims Made Retroactive Date _____ Occurrence	OTHER PROVISIONS
COVERAGES	LIABILITY LIMITS IN THOUSANDS \$ EACH OCCURRENCE AGGREGATE	
GENERAL PRODUCTS/COMPLETED OPERATIONS PERSONAL & ADVERTISING INJURY FIRE DAMAGE _____ _____	_____ _____	Underwriter=s representative for claims pursuant to this insurance. CLAIMS: Name: _____ Address: _____ Telephone: () _____

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

- INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
- CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
- SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
- PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
- SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
 - If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

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

ENDORSEMENT HOLDER

CITY OF OXNARD Attn: Risk Manager Reference No. PW 17-03 300 W. Third Street, Suite 302 Oxnard, CA 93030	AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () _____ Date Signed _____
---	--

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION: Insurance Company: Policy No.: Policy Period: (from) _____ (to) LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits	
Telephone:		Deductible Self-Insured Retention (check which) of \$ _____ with an Aggregate of \$ _____ applies to _____ coverage. Per Occurrence Per Claim (which)	
NAMED INSURED		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here in which case only the following specific agreements and permits with the City are covered: CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
COMMERCIAL AUTO POLICY BUSINESS AUTO POLICY OTHER			
LIMIT OF LIABILITY		CLAIMS: Underwriter's representative for claims pursuant to this insurance. Name: _____ Address: _____ Telephone: () _____	
\$ _____ per accident, for bodily injury and property 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, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:			
a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or			
b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).			
Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.			
ENDORSEMENT HOLDER			
CITY OF OXNARD Attn: Risk Manager Reference No. PW 17-03 300 W. Third Street, Suite 302 Oxnard, CA 93030		AUTHORIZED REPRESENTATIVE Broker/Agent Underwriter _____ I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement. Signature _____ (original signature required) Telephone: () Date Signed _____	

Packet Pg. 81

Bond No.

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), State of California, has awarded to _____

(Name and address of Contractor) _____ (“Principal”)

a contract (the "Contract") for the Work described as the On-Call Street Striping and Marking Services PW 17-03 (the "Project").

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of any Work, to file a good and sufficient Bond with the Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, and
 our heirs, assignees, successors, executors and administrators are held and firmly bound
 jointly and severally, unto the Agency and all Contractors, Subcontractors, laborers, material
 suppliers, and other persons employed in the performance of the Contract and any Task related
 to the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4
 of the Civil Code in the penal sum of _____
 Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the
 total Contract Price, in lawful money of the United States of America, for materials furnished or
 labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with
 respect to this Work or labor that the Surety will pay the same in an amount not exceeding the
 amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in
 addition to the face amount thereof, costs and reasonable expenses and fees, including
 reasonable attorneys' fees, incurred by Agency in successfully enforcing this obligation, to be
 awarded and fixed by the court, and to be taxed as costs and to be included in the judgment
 therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

The Project shall be considered "accepted" for the purposes of triggering Bond deadlines at the Contractor's final completion of all Tasks, the City's acceptance of all Tasks, and the end of the Contract Term, whichever occurs last. Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any

of its Subcontractors, or both the principal and its Subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, including all incorporated documents, shall in any manner affect its obligations on this Bond. The Surety hereby waives notice of any such change, extension, alteration, or addition. Additionally, the Surety hereby waives California Civil Code Sections 2845 and 2849 as well as any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of the Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Oxnard ("Agency"), has awarded to _____

(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as the On-Call Street Striping and Marking Services PW 17-03 (the "Project").

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

(Name and address of Surety)

a corporation organized and existing under the laws of the State of _____
 ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are
 held and firmly bound unto the Agency in the penal sum of _____

Dollars (\$ _____), this amount being not less than a hundred percent (100%) of the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, assigns, successors, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided for all Tasks, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Agency, its officers, agents and employees, as therein stipulated, within the Contract Term, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Agency in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statutes of limitation, statutes of repose and laches as they may apply to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, including all incorporated documents, or of the Work to be performed under any Task Order shall in any way affect the Surety's obligations under this Bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work in any Task Order. Surety hereby waives

California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

“Principal”

“Surety”

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

(Seal)

(Seal)

Note: *This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. The date of Bond must not be before the Contract's Effective Date. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of California.*

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 1

DATE: September 26, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Arturo Casillas
Housing Director

SUBJECT: The City of Oxnard's Consolidated Annual Performance and Evaluation Report (CAPER) for Fiscal Year 2016-17 (10/10/25)

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

RECOMMENDATION:

That the City Council accept the City of Oxnard's CAPER for FY2016-2017.

BACKGROUND

On an annual basis, jurisdictions receiving Community Planning and Development (CPD) formula grant funds from the U.S. Department of Housing and Urban Development (HUD) are required to prepare a CAPER. The CAPER provides a complete accounting of the use of certain grant funding and an assessment of how the accomplishments meet the goals established in the FY 2013-2018 Consolidated Plan (ConPlan) and the FY 2016-2017 Annual Action Plan (AAP).

For the fiscal year, which ended on June 30, 2017, the City's allocations were: \$2,201,149 in Community Development Block Grant (CDBG), \$595,832 in HOME Investment Partnerships Act (HOME), and \$191,905 in Emergency Solutions Grant (ESG) funds.

The FY 2016-2017 CAPER (Attachment A) contains narratives of performance results, and reports on expenditures generated by the Integrated Disbursement and Information System (IDIS), a HUD system which documents program accomplishments and beneficiaries related to the goals and

objectives identified in the ConPlan and AAP. The CAPER provides information during the reporting period as follows:

- Description of the City's progress in attaining and meeting its goals of providing affordable housing, and of reducing and ending homelessness;
- Description of race and ethnicity of Oxnard families and persons assisted as a basis for compliance with non-discrimination requirements;
- Description of actions taken in the program year to carry out the public housing strategy related to Public Housing Accessibility and Involvement, the public housing needs, the involvement of residents in management and homeownership participation;
- Description of the standards and procedures in place for monitoring to ensure the long-term compliance of the involved programs;
- Description of any changes in the CDBG objectives;
- Report of the on-site inspection results of affordable rental housing, assessment of the affirmative marketing actions and of the outreach to minority-owned and women owned businesses;
- Report on the ESG financial data, and its accomplishments in helping the homeless population.

The CAPER must be submitted to HUD within 90 days after June 30, 2017. The notice of availability of the CAPER document (Attachment B) for public review was published in the VIDA Newspaper on August 31, 2017 and in the Ventura County Star Newspaper on September 3, 2017, and was made available for 15 days in the Main Public Library, the City Clerk's Office and the Housing Department, as required by the City's Citizen Participation Plan (Attachment C).

STRATEGIC PRIORITY – QUALITY OF LIFE

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.
- 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.

Caper Fy 2016-17 (10/10/25)

September 26, 2017

Page 3

- Objective 3b. Empower and connect our Inter-Neighborhood Council Organizations (INCOs), Community Advisory Groups (CAGs) and Neighborhood Watch Program.
- Objective 3e. Create a pilot revitalization project for Southwinds Neighborhood.

FINANCIAL IMPACT

There is no financial impact.

NOTE: Due to size, Attachment A (185 pages) is not included in agenda packets. Copies for review are available at the Help Desk in the Oxnard Main Library, in the City Clerk's office, and on the City's website at www.oxnard.org/city-meetings.

ATTACHMENTS:

Attachment A: FY2016-17 CAPER Draft91817 coversheet

Attachment B: VIDA Certificate of Publication FY2016-17 CAPER Public Hearing Sept 26, 2017

Attachment C: Oxnard Citizen Participation Plan

Full Version Available at Oxnard Main Library and City Clerk's Office, and on
City website: www.oxnard.org/city-meetings

DRAFT

City of Oxnard

Consolidated Annual Performance and Evaluation Report

FY2016-2017

September 2017

Prepared By:

**City of Oxnard Housing Department
Grants Management Division
435 South "D" Street
Oxnard, CA 93030**

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF VENTURA CERTIFICATE OF PUBLICATION

L.1.b

TYPE OF NOTICE

CIUDAD DE OXNARD AVISO DE
DISPONIBILIDAD DE DOCUMENTOS
BORRADOR DEL INFORME ANUAL CONSOLIDADO
DEL DESEMPEÑO Y EVALUACIÓN

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 Califor-
nia, 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.

Aug 31, 2017

I certify under penalty of perjury that the
foregoing is true and correct, at Oxnard,
County of Ventura, State of
California, on the

31st day of August 2017

(Signature)

CIUDAD DE OXNARD AVISO DE DISPONIBILIDAD DE DOCUMENTOS BORRADOR DEL INFORME ANUAL CONSOLIDADO DEL DESEMPEÑO Y EVALUACIÓN

CON EL PRESENTE SE DA AVISO que la Ciudad de Oxnard ha preparado un borrador del Informe Anual Consolidado del Desempeño y Evaluación (CAPER por sus siglas en inglés) para el periodo del 1º de julio del 2016 al 30 de junio del 2017. El informe anual de CAPER es un informe de fin de año de finanzas y logros requerido por el Departamento de Viviendas y Desarrollo Urbano de los Estados Unidos (HUD, por sus siglas en inglés) como parte de las subvenciones que recibe la Ciudad. El CAPER contiene información de la Subvención en Bloque para el Desarrollo Comunitario, de la subvención HOME - el Acto de Inversión Asociada, y el Programa de Subvenciones para Soluciones Urgentes. Se dará un periodo de 15 días para comentarios/preguntas acerca de este documento a partir del 11 de septiembre del 2017 hasta el 26 de septiembre del 2017.

Copias del informe CAPER estarán disponibles para el público en los siguientes establecimientos:

Biblioteca Publica de Oxnard
251 South "A" Street

Oficina de Secretaría de la Ciudad de Oxnard
300 West Third Street, 4th Floor

Oficina del Departamento de Vivienda de la Ciudad de Oxnard
435 South "D" Street

CON EL PRESENTE SE DA AVISO que el informe CAPER se llevará ante el Concejo Municipal de la Ciudad de Oxnard para su aprobación el martes 26 de septiembre del 2017 a partir de las 6:00 p.m. La Sala del Consejo de la Ciudad está ubicada en 305 West Third Street.

Si planea asistir a esta audiencia, el personal le sugiere que llame a la Oficina de la Secretaría Municipal al (805) 385-7803 el jueves anterior de la audiencia para confirmar que la audiencia no ha cambiado de fecha. Las personas con discapacidad que requieran ayuda especial para participar en la audiencia o quien necesite servicios de intérprete, deben comunicarse con la Oficina de Secretaría por lo menos 72 horas antes de la junta.

Comentarios por escrito deben entregarse antes de las 4:30 p.m., el lunes 25 de septiembre del 2017, y dirigidos a: CAPER Comments, City of Oxnard, Housing Department, Attention: Grants Management, 435 South "D" Street, Oxnard, CA 93030. Para más información comuníquese con Roel Briones al (805) 385-7959.

CITY OF
OXNARD
CALIFORNIA

Published VCVN Date: 8/31/17

CITY OF OXNARD

CITIZEN PARTICIPATION PLAN

ANNUAL ACTION PLAN

Introduction

The U.S. Department of Housing and Urban Development (HUD) required a community receiving funding under Community Planning and Development formula grant programs to submit to HUD a annual ANNUAL ACTION Plan and Annual Action Plan component. The ANNUAL ACTION Plan is a program and funding implementation plan combined in one document, and states the City's objectives for housing and community planning and development. The formula grant programs include Community Development Block Grant (CDBG), including activities under Section 108, such as guaranteed loan funds, Emergency Shelter Grants (ESG), HOME Investment Partnerships (HOME), and Housing Opportunities for Persons With Aids (HOPWA). In addition, a community must have a ANNUAL ACTION Plan approved by HUD before receiving funds under a variety of other programs including, but not limited to, the following: the HOPE Public Housing programs; Supportive Housing for the Elderly (Section 202); Single-Room Occupancy Housing (SRO); Shelter Plus Care; John Heinz Neighborhood Development; and, Lead-Based Paint Hazard Reduction.

An important component in the preparation of the ANNUAL ACTION Plan is a Citizen Participation Plan (CP Plan), which must be adopted by City Council. The CP Plan must assure participation by all citizens will be encouraged including minorities, non-English speaking persons, and persons with mobility, visual, or hearing impairments. The CP Plan is also designed to specifically encourage participation in the development of the ANNUAL ACTION Plan by low- and very-low income persons, especially in blighted areas, and by persons in areas proposed to receive CDBG funded programs.

The Oxnard CP Plan consists of the following elements:

Public Outreach and Access

- Prior to the adoption of the ANNUAL ACTION Plan by City Council the following information shall be made available to citizens, public agencies and other interested parties.
 - Amount of funds available for the proposed plan
 - Range of activities that may be undertaken
 - Activities and funds that will benefit person of low- and very-low income

- Plans to minimize displacement of persons and to assist any persons displaced.
- A summary of the proposed ANNUAL ACTION Plan shall be published in one or more newspapers of general, local circulation. The summary shall describe the contents and purpose of the plan and include a list of the locations where copies of the entire plan may be examined. At a minimum, copies of the plan shall be available for public review at the Oxnard Public Library and City Clerk's Office.
- The ANNUAL ACTION Plan and amendments to the plan shall be made available for public comment for a minimum of 30 days prior to submission to HUD.
- The ANNUAL ACTION Annual Performance and Evaluation Report (CAPER) shall be made available for public comment for a minimum of 15 days prior to submission to HUD.
- Citizens shall be notified of the availability and given a reasonable opportunity to examine the adopted ANNUAL ACTION Plan, any amendments, and its CAPER.
- The Housing Director shall be notified about housing and community development plan activities relating to the Oxnard Housing Authority development and surrounding communities.
- The City shall provide citizens, public agencies, and other interested parties with reasonable and timely access to information and records relating to the City's ANNUAL ACTION Plan and the City's use of assistance under the programs covered by the plan during the preceding annual or single year planning process.

Public Hearings

- The City shall hold a minimum of two public hearings per program (Fiscal) year. The purpose of the hearings is to obtain public comments, to address housing and community development needs, and to outline the development of proposed activities.

One of these hearings must be held prior to the time that a public notice is published inviting comments on the proposed ANNUAL ACTION Plan. The purpose of this initial hearing is to obtain the public comments on housing and community development needs, including priority non-housing community development needs. The second hearing shall be held prior to adoption of the ANNUAL ACTION Plan and/or Annual Action Plan by the City Council.

- The first hearing may be held in facilities in or adjacent to low/moderate income neighborhoods or City Council Chambers. The second hearing presenting the ANNUAL ACTION Plan shall be held in the City Council Chambers.
- The hearings shall be scheduled at times to ensure the maximum attendance by residents. Persons with disabilities needing special assistance to participate in the meetings shall contact the City Clerk's Office at least 72 hours prior to the meeting to mobility, visual or hearing impairments shall be accommodated. A Spanish language translator shall be provided at each hearing and other translators may be made available upon request.
- Notices of the hearings shall be sent to members of the Inter-Neighborhood Council Committee (INCC) and the presidents of the public housing tenant advisory councils.

Technical Assistance

The City shall provide, upon request, technical assistance to organizations and individuals representative of low- and moderate-income residents wishing to develop proposals for funding assistance under any of the programs covered by the ANNUAL ACTION Plan. The City shall determine the level and type of assistance consistent with HUD policies and questions.

Comments and Complaints

- The City shall consider any comments or views of citizens received in writing or orally at the public hearings in preparing the final ANNUAL ACTION Plan, amendment to the Plan, or CAPER.

A summary of these comments or views, and a summary of any comments or views not accepted and the reasons therefore, shall be attached to the final ANNUAL ACTION Plan, amendment to the Plan, or CAPER.

- The City shall respond in a timely manner, within 15 days where practical, to all written complaints, grievances and requests for information about the ANNUAL ACTION Plan.
- The City shall amend the ANNUAL ACTION Plan when there is a substantial change, defined as follows:
 - A change of 25 percent of an annual grant amount; or

- A change in an activity's address, where activity is defined as any program or project identified in the Annual Action Plan with an allocated dollar amount.

Adoption of the CP Plan

The City shall provide the public with a reasonable opportunity to comment on the original CP Plan and any amendments thereto, and shall make the CP Plan available. The CP Plan will be made available in other formats for persons with disabilities upon request.

Originally adopted by City Council on October 18, 1994. Modifications adopted by City Council on July 25, 2000.

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**CITY COUNCIL
AGENDA REPORT**

TYPE OF ITEM: Public Hearing
AGENDA ITEM NO.: 2

DATE: September 26, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Scott Whitney
Police Chief

SUBJECT: JAG FY 2017 Grant (5/5/5)

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, 385-7624

RECOMMENDATION:

That City Council adopt a resolution:

1. Authorizing the City Manager to execute and submit an application for U.S. Department of Justice (DOJ) grant funds in the amount of \$118,259 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program's FY 2017 Local Solicitation.
2. Authorizing the City Manager to execute a Memorandum of Understanding (City of Oxnard Agreement A-8004) with the County of Ventura and the Cities of San Buenaventura, Simi Valley and Thousand Oaks designating the City of Oxnard as the lead agency and fiscal agent for the JAG.
3. Authorizing the City Manager or designee to execute grant agreements and appropriate funds upon notification of grant award.
4. Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve administrative budget adjustments for the use of JAG funds upon award.
5. Authorizing the Chief of Police or designee to submit all program related progress or status reports.
6. This resolution shall have retroactive effect to September 5, 2017.

BACKGROUND

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of

JAG FY 2017 Grant (5/5/5)

September 26, 2017

Page 2

federal criminal justice funding to state and local jurisdictions. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures. A recent JAG funding allocation list provided by the Bureau of Justice Assistance (BJA) announced that the combined award amounts for agencies within Ventura County totals \$118,259. Of this amount, the City of Oxnard is eligible to receive an award of \$62,746. Matching funds are not required.

BJA requires that a joint application be submitted by agencies within Ventura County. The City of Oxnard, whose award amount is 53% of the overall JAG award eligibility among Ventura County and its cities, will serve as the grant's lead agency. The lead agency will submit the application on behalf of all parties, and will receive the award and then disburse it to other grantees within Ventura County. The City of Oxnard intends to reallocate five percent (5%), or \$5,912 of the total countywide award eligibility to the City of Oxnard for costs related to administering the grant.

Of the \$118,259 in countywide JAG funding, the awards will be distributed as follows:

Agency	Agency Base Award Eligibility	5% Administration Fee	Agency Adjusted Award Amount	Oxnard Total
Oxnard City	62,746	3,137	59,609	65,522
San Buenaventura City	23,309	1,165	22,144	
Simi Valley	11,399	570	10,829	
Thousand Oaks City	10,300	515	9,785	
Ventura County	10,505	525	9,980	
Total	118,259	5,912	112,347	

Funds from this grant can be used to improve or enhance law enforcement programs and preserve and/or create jobs, which may include equipment/supplies, training, personnel, and/or contractual support. Grantees may utilize JAG funds for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance law enforcement programs related to criminal justice. The grant's monies may not supplant or replace funds that have been appropriated for the same purpose.

The Oxnard Police Department has applied its \$59,609 share of JAG funding towards the following projects:

Portable radios	\$36,000
Crime Analysis Software enhancements	\$23,609

The application for JAG grant funding was released August 3, 2017 with a deadline for submission of September 5, 2017. Council was dark during the month of August, requiring

approval for the submission of application to take place retroactively.

STRATEGIC PRIORITIES

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

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

Objective 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

FINANCIAL IMPACT

Approval of this recommendation will have no effect on the General Fund Operating Reserve. This grant does not require any matching contribution. Upon notification of grant award, grant funding will be recognized and appropriated to grant project. The funding will serve to supplement public safety and will not supplant existing effort.

ATTACHMENTS:

Attachment A: Resolution JAG FY17

Attachment B: JAG FY17 Application

Attachment C: JAG FY17 MOU

CITY COUNCIL OF THE CITY OF OXNARD**RESOLUTION NO.****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUBMITTAL OF GRANT APPLICATION AND APPROVING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING DESIGNATING THE CITY OF OXNARD AS THE LEAD AGENCY AND FISCAL AGENT FOR GRANT FUNDS**

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

WHEREAS, U.S. Department of Justice grant funds in the amount of \$118,259 from the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program has been allocated to law enforcement agencies within the County of Ventura; and

WHEREAS, a joint application for JAG funds must be submitted by law enforcement agencies within the County of Ventura; and

WHEREAS, the County of Ventura and the Cities of San Buenaventura, Simi Valley and Thousand Oaks have designated the City of Oxnard as the lead agency and fiscal agent for the JAG; and

WHEREAS, the Police Department has requested that City Council approve the submittal of a joint application to the U.S. Department of Justice for \$118,259 in JAG funds, with the City's portion to be used for portable radios and crime analysis software enhancements.

NOW, THEREFORE, the City Council of the City of Oxnard resolves as follows:

1. The City Manager is authorized to execute and submit a grant application for the Edward Byrne Memorial Assistance Grant (JAG) Formula Program.
2. The City Manager is authorized to execute a Memorandum of Understanding with the County of Ventura and the City of San Buenaventura, designating the City of Oxnard as the lead agency and fiscal agent for the JAG.
3. The City Manager or designee is authorized to execute grant agreements.
4. The Chief Financial Officer or designee is authorized to submit financial reports and grant claims and approve administrative budget adjustments for the use of grant funds.
5. The Chief of Police or designee is authorized to submit all program related progress or status reports.
6. This resolution shall have retroactive effect to September 5, 2017.

PASSED AND ADOPTED this 26th day of September 2017 by the following vote:

AYES:

NOES:

ABSENT:

Tim Flynn, Mayor

ATTEST:

APPROVED AS TO FORM:

Michelle Ascencion City Clerk

Stephen M. Fischer, City Attorney

APPLICATION FOR FEDERAL ASSISTANCE		2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION		3. DATE RECEIVED BY STATE	State Application Identifier
Application Non-Construction		4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name		Organizational Unit	
City of Oxnard		Oxnard Police Department	
Address		Name and telephone number of the person to be contacted on matters involving this application	
305 West 3rd Street Oxnard, California 93030-5790		Van Atta, Amy (805) 385-8369	
6. EMPLOYER IDENTIFICATION NUMBER (EIN)		7. TYPE OF APPLICANT	
95-6000756		Municipal	
8. TYPE OF APPLICATION		9. NAME OF FEDERAL AGENCY	
New		Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.738 CFDA Edward Byrne Memorial Justice Assistance TITLE: Grant Program		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT County of Ventura JAG FY17 Application	
12. AREAS AFFECTED BY PROJECT			
Ventura County, and Cities of Oxnard, Simi Valley, Thousand Oaks, and San Buenaventura			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF	
Start Date: October 01, 2016		a. Applicant	
End Date: September 30, 2020		b. Project CA26	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?	
Federal	\$118,259	Program is not covered by E.O. 12372	
Applicant	\$0		
State	\$0		
Local	\$0		
Other	\$0		
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?	
TOTAL	\$118,259	N	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED			

BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2017 LOCAL SOLICITATION
ABSTRACT NARRATIVE
ATTACHMENT 1**

The City of Oxnard shall serve as the lead agency for the following Ventura County agencies: County of Ventura; cities of: Oxnard, San Buenaventura, Simi Valley and Thousand Oaks. The agencies are submitting this Edward Byrne Justice Assistance Grant (JAG) FY 2017 Local Solicitation application with the intention of utilizing funds to improve local law enforcement efforts. The agencies share the goals of using the requested grant funding to avoid reductions and eliminations of vital equipment and supply purchases to enhance public safety. The goal of addressing crime in the community will be assisted with the various equipment and supplies expenditures proposed. The strategies used are having each participating agency assess its needs and submit them to the City of Oxnard. The major deliverables are the timely purchases and payments necessary to enhance each agency. The coordination plans are each agencies timely submission for reimbursement of their approved expenditures to the City of Oxnard. The agencies will be given deadlines for their submissions to the City of Oxnard so the necessary reporting requirements will be adhered to in a timely manner through the Grants staff.

The top four project identifiers associated with this grant funding are the following:

1. Computer software/hardware – crime analysis software
2. Training – Gang and drugs
3. Surveillance
4. Communications – portable radios

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2017 LOCAL SOLICITATION
PROGRAM NARRATIVE
ATTACHMENT 2**

The five (5) Ventura County agencies jointly applying for this grant will utilize funding for enhancement items, including: portable radios, enhancement to crime analysis software, special enforcement training, surveillance supplies, and secure firearms storage. The grant funding will be distributed as follows:

Jurisdiction	5% Fee	Equipment	Supplies	Travel	Other	Total
Oxnard City	3,137	-	36,000	-	23,609	62,746
San Buenaventura City	1,165	22,144	-	-	-	23,309
Simi Valley City	570	-	-	-	10,829	11,399
Thousand Oaks City	515	-	9,785	-	-	10,300
Ventura County	525	-	-	9,980	-	10,505
Total	5,912	22,144	45,785	9,980	34,438	118,259

Total Allocation \$118,259

Statement of Problem

The City of Oxnard shall serve as the lead agency for the following Ventura County agencies: County of Ventura; cities of: Oxnard, San Buenaventura, Simi Valley and Thousand Oaks. The agencies are submitting this Edward Byrne Justice Assistance Grant (JAG) FY 2017 Local Solicitation application with the intention of utilizing funds to improve local law enforcement efforts. The agencies share the goals of using the requested grant funding to avoid reductions and eliminations of vital equipment, training and supply purchases to enhance public safety. The goal of addressing crime in the community will be assisted with the various equipment and supplies expenditures proposed. The strategies used are having each participating agency assess its needs and submit them to the City of Oxnard.

Project Design and Implementation

The City of Oxnard has reviewed the strategic goals of the Department and leveraged JAG funds to assist in their mission of "Protecting the Community with Excellent Service". The City of Oxnard and subgrantees have evaluated the best use government funds to enhance policing efforts, community safety and efficiencies within each agency. The City of Oxnard has provided the community thirty days to review the application and will host a Public Hearing at the Oxnard City Council Meeting on September 26, 2017. The City of Oxnard will only accept funds if Council provides a positive Resolution on the action.

Capabilities and Competencies

The City of Oxnard, as lead agency, will be charging a 5% administrative fee. The administrative fee will be used to offset the salary for Oxnard Police Department employee Amy Van Atta, Grants Specialist II,

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2017 LOCAL SOLICITATION
PROGRAM NARRATIVE
ATTACHMENT 2**

who will be responsible for collecting data for quarterly and final reports as well as processing all reimbursements for grant funded purchases to disparate agencies. She will act as the point of contact for modification requests, compliance questions and other needs that may arise throughout the grant period.

The expenditures will be segregated by the City of Oxnard Grants Division with an assigned grant/project number and account numbers specifically allocated to this grant. The activities will begin upon approval of the grant application. The various agencies will track their performance objectives and submit them on the Bureau of Justice Assistance website.

Plan for Collecting the Data

The City of Oxnard will require each subgrantee to self-report on the Bureau of Justice Assistance Performance Measurement Tool website. The projects requesting funding are limited to training, equipment and supply purchases; rendering research based project evaluations unnecessary. Agencies will report on the number of participants trained, equipment and supplies purchased, and implementation of new technology.

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2017 LOCAL SOLICITATION
BUDGET AND BUDGET NARRATIVE
ATTACHMENT 3**

Budget Summary

Jurisdiction	5% Fee	Equipment	Supplies	Travel	Other	Total
Oxnard City	3,137	-	36,000	-	23,609	62,746
San Buenaventura City	1,165	22,144	-	-	-	23,309
Simi Valley City	570	-	-	-	10,829	11,399
Thousand Oaks City	515	-	9,785	-	-	10,300
Ventura County	525	-	-	9,980	-	10,505
Total	5,912	22,144	45,785	9,980	34,438	118,259

Total Allocation \$118,259

Budget Narrative

The Ventura County agencies are requesting grant funding for the following items, described by category:

Equipment

San Buenaventura: Gun Lockers for Patrol Officers \$22,144

In 2017 Ventura Police Department (VPD) had all patrol officers and detectives rifle trained. VPD will use grant funds to purchase gun lockers for the armory that will allow the officers to have safe and secure access to their individual gun. Funding of the gun lockers will further enhance VPD's commitment to the protection of life and property the community.

Supplies

Oxnard: Forty (40) Portable Radios \$36,000

The Oxnard Police Department is in the process of replacing aging radios that are no longer in production and cannot be repaired. This proposed funding will allow the department to deploy additional radios to patrol officers, increasing FCC compliance and safe, reliable communication which will contribute to officer safety.

Thousand Oaks: Three (3) Nikon D3400 SLR Digital Cameras with 18-55mm and 70-300 mm Lenses \$1,791

The cameras will be used to photograph suspected criminals engaged in criminal activity during surveillance operations and to photograph crime scenes, residences, and evidence.

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2017 LOCAL SOLICITATION
BUDGET AND BUDGET NARRATIVE
ATTACHMENT 3**

Three (3) Nikon 10x42 Prostaff 75 Binoculars \$591

The binoculars will be used during surveillance operations to monitor suspected criminals engaged in criminal activity, during stationary surveillances, and during rural patrols for homeless populations to located unknown homeless encampments.

Four (4) Axis P1214-E Pin Hole Cameras, Four (4) Axis Q7401 Encoders, and Four (4) Axis Q8108 Adapters \$3,504

The Axis equipment would be used and self-contained in a stolen vehicle bait car. This vehicle would be deployed in problem areas throughout the city and in areas that have had an increase in vehicle thefts. The cameras would be used to capture video and images of individuals that would get in the car to steal or attempt to steal it. The video footage and images would be used for evidence in the prosecution of cases.

Two (2) iPads, Two (2) Cases and Two (2) Years of Wi-Fi Service \$3,899

The iPads, cases and Wi-Fi service would enable our investigators to use them during surveillance operations to access the City of Thousand Oaks software and databases in real-time to identify suspects and access information. The iPads will also be used for presentations and as a navigation tool.

Travel

Ventura County Sheriff's Department Specialized Training for Street Enforcement \$9,980

Attendance at the listed, highly specialized training schools include tuition, travel and per diem following allowable Federal Travel Regulations. Deputies who attend these trainings will improve and enhance their skills in the detection, investigation and enforcement of:

- Drug crimes including illicit manufacturing, transportation, and exportation
- Human trafficking
- Criminal street gangs
- Outlaw motorcycle gangs
- Dangerous and illegal weapons

Surveillance & Covert Operations Training – 40 hours

Tuition for one attendee \$275

Lodging for one attendee (\$103.97 per night x 3 nights) \$312

Travel Expense (fuel) \$28

Southern California Gang Conference – 40 hours

Tuition for one attendee \$150

Lodging for one attendee (\$141 per night x 4 nights) \$564

Per Diem for one attendee (\$57 per day x 5 days) \$285

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2017 LOCAL SOLICITATION
BUDGET AND BUDGET NARRATIVE
ATTACHMENT 3**

International Latino Gang Investigators Conference – 40 hours

Tuition for 4 attendees (4 attendees x \$325 tuition) \$1,300
Lodging for 4 attendees, 4 nights (4 attendees x 4 nights x \$94) \$1,501
Per Diem for 4 attendees (4 attendees x \$57 per day x 5 days) \$1,140

California Narcotic Officers Association – 40 hours

Tuition for three attendees (3 attendees x \$575 tuition) \$1,725
Lodging for three attendees (3 attendees x \$123 per night x 5 nights) \$1,845
Per Diem for three attendees (3 attendees x \$57 per day x 5 days) \$855

Other

Oxnard:	Crime Analytics Software	\$23,609
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The Oxnard Police Department currently deploys Crime View Dashboard software to provide real-time crime analytics for officers and investigators. This proposed grant funding will allow the department to renew the annual license and purchase addition "data Layers" to address habitual offenders, probationers, parolees, sex registrants and post-release offenders. This will contribute to the overall safety of the community.

Simi Valley:	Mobile Field Force Training	\$10,829
--------------	-----------------------------	----------

The City of Simi Valley would like to request funds to cover costs of a Mobile Field Force Training for all sworn personnel within the Police Department. The scope of this training will involve all levels of the organization to include command and control as well as line level application of the tactics and strategies. The Mobile Field Force concept is designed to encompass crowd management, intervention and control. This multi-day training course provides law enforcement management and line staff instruction in the various types of protests and forms

Administrative Fee

The City of Oxnard shall receive 5% (\$5,912) of the total award amount to cover costs in administering the grant during the grant period. The fee is an allowable cost per the grant application. The rate charged is half the allowable rate of 10%. The City of Oxnard charges the 5% fee to all agencies to help cover the cost of Amy Van Atta, Grants Specialist II, of Oxnard Police Department. Ms. Van Atta assists agencies with the application process, any budget modifications required, quarterly reporting and the processing of claims. The 5% only represents a fraction of the actual time spent on the JAG grant management. The agencies involved do not have a dedicated grants person and find the 5% fee to be of great value to the successful expenditure of grant funds.

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2017 LOCAL SOLICITATION
INDIRECT COST RATE AGREEMENT – NOT APPLICABLE
ATTACHMENT 4**

The City of Oxnard does not have a current federally approved indirect cost rate and will not be requesting funds for indirect costs.

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2017 LOCAL SOLICITATION
TRIBAL AUTHORIZING RESOLUTION – NOT APPLICABLE
ATTACHMENT 5**

This application does not provide direct services or assistance to residents on tribal lands.



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

OMB Number: 1121-0329
Expiration Date: 12/31/2018

FINANCIAL MANAGEMENT AND SYSTEM OF INTERNAL CONTROLS QUESTIONNAIRE

The financial management system of each non-Federal entity must provide for the following

- Retention requirements for records
- Requests for transfer of records
- Methods for collection, transmission and storage of information
- Access to records
- Restrictions on public access to records

- (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.
- (3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means.
- (7) Written procedures for determining the allowability of costs.

APPLICANT ORGANIZATIONAL INFORMATION

1. Name of Organization and Address:

Organization Name: City of Oxnard

Street1: 300 W. Third Street

Street2:

City: Oxnard

State: CA: California

Zip Code: 93030

2. Authorized Representative's Name and Title:

Prefix:

First Name:

Middle Name:

Mr.

James

Last Name:

Throop

Suffix:

Title:

Chief Financial Officer

3. Phone: (805) 385-7461

4. Fax: 8052401964

5. Email: James.Throop@oxnard.org

6. Year Established:

1903

7. Employer Identification Number (EIN):

956000756

8. DUNS Number:

1008491520000

9. Type of Organization:



State



Municipality



Non-Profit



Higher Education



Tribal



For-Profit



Other



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

OMB Number: 1121-0329
Expiration Date: 12/31/2018

AUDIT INFORMATION

An audit is conducted using generally accepted auditing standards (GAAS) or Generally Accepted Governmental Auditing Standards (GAGAS) and results in an audit report with an opinion.

10. The organization has undergone the following types of audit(s) (Please check all that apply):

- ☒ OMB A-133 Single Audit
☒ Financial Statement Audit
☐ Defense Contract Agency Audit (DCAA)
☐ None
☐ Programmatic Audit & Agency:

☐ Other Audit & Agency:

11. Most Recent Audit: ☐ Within the past 12 months ☐ Within the past two years ☐ More than two years

Name of Audit Agency/Firm: **Eadie + Payne, LLP**
1839 W. Redlands Blvd.
Redlands, CA 92373

AUDITOR'S OPINION:

12. On the most recent audit, what was the auditor's opinion?

- ☐ Unqualified Opinion ☒ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions

Please enter the number of findings: **111**

Please enter the amount of questioned costs:

Were material weaknesses noted in either the Financial Statement or Single Audit? ☒ Yes ☐ No

ACCOUNTING SYSTEM

13. Which of the following best describes your accounting system:

☐ ☐ ☒

14. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?

☒ ☐ ☐

15. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?

☒ ☐ ☐

16. Does your accounting system have the capability to document the recording of cost sharing or match for each grant? Can you determine if documentation is available to support recorded match or cost share?

☒ ☐ ☐

17. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?

☒ ☐ ☐

18. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available or by budget cost category (e.g. Personnel, Travel, etc.)?

☒ ☐ ☐

19. Is the organization familiar with the existing Federal regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?

☒ Yes ☐ No ☐ Not Sure



**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

OMB Number: 1121-0329
Expiration Date: 12/31/2018

PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES

PROPERTY STANDARDS

20. Does your property management system(s) provide for maintaining:
(1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; &
(9) ultimate disposition information?

☒ Yes ☐ No ☐ Not Sure

PROCUREMENT STANDARDS

21. Does your organization maintain written procurement procedures which
(1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?

☒ Yes ☐ No ☐ Not Sure

22. Does your procurement system provide for the conduct to determine selection on a competitive basis and documentation of cost or price analysis for each procurement action?

☒ Yes ☐ No ☐ Not Sure

23. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? Please visit www.sam.gov.

☐ Yes ☒ No ☐ Not Sure

TRAVEL POLICY

24. Does your organization:

(a) maintain a standard travel policy?

☒ Yes ☐ No

(b) adhere to the Federal Travel Regulation? (FTR)

☒ Yes ☐ No

SUBRECIPIENT MANAGEMENT AND MONITORING

25. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to determine that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved (2 CFR200)?

☒ Yes ☐ No ☐ Not Sure
☐ No, but we intend to implement these standards.

STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION

I certify that the above information is complete and correct to the best of my knowledge. This document must be certified by the organization's Authorized Representative, Executive Director, Chief Financial Officer, Chairman of the Board of Directors, or similar position.

Name:

James Throop

Date:

8/1/17

Title:

☐ Executive Director

☒ Chief Financial Officer

☐ Chairman

☐ Other

Phone:

805-385-7461

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2017 LOCAL SOLICITATION
DISCLOSURE OF HIGH RISK STATUS
ATTACHMENT 7**

The Oxnard Police Department is not currently designated high risk by another federal grant making agency.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: ☒ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☒ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☒ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: City of Oxnard, Police Department 251 South C Street Oxnard, CA 93030 Congressional District, if known: 26			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: Edward Byrne Memorial Justice Assistance Grant Program FY2017 CFDA Number, if applicable: 16.738		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ 118,259.00		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): Mike Arnold & Associates 1127 Eleventh Street, Suite 820 Sacramento, CA 95815			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): O'Donnell, John - Murray, Montgomery & O'Donnell 101 Constitution Avenue, NW 9th Floor Washington, DC 20001		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Scott Whitney</u> Print Name: <u>Scott Whitney</u> Title: <u>Chief of Police</u> Telephone No.: <u>(805) 385-7624</u> Date: <u>8/31/2017</u>		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

**Edward Byrne Justice Assistance Grant Program
FY 2017 Local Solicitation**

**Certifications and Assurances
by the Chief Executive of the Applicant Government**

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2017 Edward Byrne Justice Assistance Grant ("JAG") Program, and further to 42 U.S.C. § 3752(a), I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.
2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (e.g., city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.
4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.
5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.
6. I certify that— (a) the programs to be funded by the award (if any) that OJP makes based on the application described above meet all the requirements of the JAG Program statute (42 U.S.C. §§ 3750-3758); (b) all the information contained in that application is correct; (c) in connection with that application, there has been appropriate coordination with affected agencies; and (d) in connection with that award (if any), the applicant unit of local government will comply with all provisions of the JAG Program statute and all other applicable federal laws.
7. I have examined certification entitled "State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373" executed by the chief legal officer of the applicant government with respect to the FY 2017 JAG program and submitted in support of the application described above, and I hereby adopt that certification as my own on behalf of that government.

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant unit of local government to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Executive of the Applicant Unit of
Local Government

Greg Nyhoff
Printed Name of Chief Executive
City of Oxnard

Name of Applicant Unit of Local Government

August 17, 2017

Date of Certification

City Manager

Title of Chief Executive

**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. § 1373, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2017 OJP program under which this certification is being submitted ("the FY 2017 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2017 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (*cf.* 42 U.S.C. § 901(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (*i.e.*, one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
 - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2017 OJP Program; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2017 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2017 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.

Signature of Chief Legal Officer of the Jurisdiction

8/8/17

Date of Certification

CITY OF OXNARD

Name of Applicant Government Entity (*i.e.*, the applicant to the FY 2017 OJP Program identified below)

STEPHEN M. FISCHER

Printed Name of Chief Legal Officer

CITY ATTORNEY

Title of Chief Legal Officer of the Jurisdiction

FY 2017 OJP Program: Byrne Justice Assistance Grant ("JAG") Program

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2017 LOCAL SOLICITATION
LOCAL GOVERNING BODY REVIEW
ATTACHMENT 11**

The City of Oxnard has provided the public opportunity to review the Edward Byrne Memorial Justice Assistance Grant FY2017 application at the Oxnard Police Department Headquarters for the month of September. The City of Oxnard will present the application at the September 26, 2017 Oxnard City Council Meeting as a Public Hearing.

**CITY OF OXNARD
VENTURA COUNTY'S EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE
GRANT FY2017 LOCAL SOLICITATION
SUBRECIPIENT COMPLIANCE 8 U.S.C. § 1373
ATTACHMENT 12**

Subgrantees County of Ventura and cities of San Buenaventura and Thousand Oaks are unable to submit the FY2017 Certification of Compliance with 8 U.S.C. § 1373 at the time of application. Subawards will only be granted by the City of Oxnard to subrecipients that are able to provide properly executed certification.

The City of Simi Valley has provided a properly executed Certification of Compliance with 8 U.S.C. § 1373. The Certification is submitted as Attachment 13 to this application.

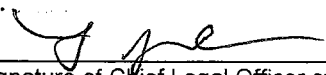
**U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS**

State or Local Government: FY 2017 Certification of Compliance with 8 U.S.C. § 1373

On behalf of the applicant government entity named below, and in support of its application, I certify under penalty of perjury to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

- (1) I am the chief legal officer of the State or local government of which the applicant entity named below is a part ("the jurisdiction"), and I have the authority to make this certification on behalf of the jurisdiction and the applicant entity (that is, the entity applying directly to OJP). I understand that OJP will rely upon this certification as a material representation in any decision to make an award to the applicant entity.
- (2) I have carefully reviewed 8 U.S.C. § 1373(a) and (b), including the prohibitions on certain actions by State and local government entities, -agencies, and -officials regarding information on citizenship and immigration status. I also have reviewed the provisions set out at (or referenced in) 8 U.S.C. § 1551 note ("Abolition ... and Transfer of Functions"), pursuant to which references to the "Immigration and Naturalization Service" in 8 U.S.C. § 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
- (3) I (and also the applicant entity) understand that the U.S. Department of Justice will require States and local governments (and agencies or other entities thereof) to comply with 8 U.S.C. § 1373, with respect to any "program or activity" funded in whole or in part with the federal financial assistance provided through the FY 2017 OJP program under which this certification is being submitted ("the FY 2017 OJP Program" identified below), specifically including any such "program or activity" of a governmental entity or -agency that is a subrecipient (at any tier) of funds under the FY 2017 OJP Program.
- (4) I (and also the applicant entity) understand that, for purposes of this certification, "program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. § 2000d-4a), and that terms used in this certification that are defined in 8 U.S.C. § 1101 mean what they mean under that section 1101, except that the term "State" also shall include American Samoa (cf. 42 U.S.C. § 901(a)(2)). Also, I understand that, for purposes of this certification, neither a "public" institution of higher education (i.e., one that is owned, controlled, or directly funded by a State or local government) nor an Indian tribe is considered a State or local government entity or -agency.
- (5) I have conducted (or caused to be conducted for me) a diligent inquiry and review concerning both—
 - (a) the "program or activity" to be funded (in whole or in part) with the federal financial assistance sought by the applicant entity under this FY 2017 OJP Program; and
 - (b) any prohibitions or restrictions potentially applicable to the "program or activity" sought to be funded under the FY 2017 OJP Program that deal with sending to, requesting or receiving from, maintaining, or exchanging information of the types described in 8 U.S.C. § 1373(a) or (b), whether imposed by a State or local government entity, -agency, or -official.
- (6) As of the date of this certification, neither the jurisdiction nor any entity, agency, or official of the jurisdiction has in effect, purports to have in effect, or is subject to or bound by, any prohibition or any restriction that would apply to the "program or activity" to be funded in whole or in part under the FY 2017 OJP Program (which, for the specific purpose of this paragraph 6, shall not be understood to include any such "program or activity" of any subrecipient at any tier), and that deals with either— (1) a government entity or -official sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. § 1373(a); or (2) a government entity or -agency sending to, requesting or receiving from, maintaining, or exchanging information of the types (and with respect to the entities) described in 8 U.S.C. § 1373(b).

I acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 42 U.S.C. § 3795a), and also may subject me and the applicant entity to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and §§ 3801-3812). I also acknowledge that OJP awards, including certifications provided in connection with such awards, are subject to review by USDOJ, including by OJP and by the USDOJ Office of the Inspector General.


Signature of Chief Legal Officer of the Jurisdiction

Lonnie J. Eldridge
Printed Name of Chief Legal Officer

8/29/17
Date of Certification

City Attorney
Title of Chief Legal Officer of the Jurisdiction

The City of Simi Valley
Name of Applicant Government Entity (i.e., the applicant to the FY 2017 OJP Program identified below)

FY 2017 OJP Program: Byrne Justice Assistance Grant ("JAG") Program

JAG APPLICATION NUMBER: 2017-H2402-CA-DJ
 City of Oxnard Agreement # A-8004

**INTERLOCAL AGREEMENT
 BETWEEN THE CITY OF OXNARD, CALIFORNIA, ON ONE HAND, AND THE COUNTY OF VENTURA,
 CALIFORNIA, AND THE CITIES OF SAN BUENAVENTURA, SIMI VALLEY, AND THOUSAND OAKS,
 CALIFORNIA, ON THE OTHER HAND**

**Edward Byrne Memorial Justice Assistance Grant Formula Program ("JAG"):
 FY 2017 Local Solicitation**

This Agreement ("**Agreement**") is made and entered into on this 30th day of September 2017, in the State of California, County of Ventura, by and between the City of Oxnard ("**Oxnard**"), on one hand; and on the other hand: the County of Ventura ("**County**"), and the Cities of San Buenaventura, Simi Valley, and Thousand Oaks all entities within the County of Ventura, California.

WHEREAS, each party to this Agreement, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each party to this Agreement finds that the performance of this Agreement is in the best interest of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under the Agreement: and

WHEREAS, all parties to this Agreement believe it to be in their best interests to procure JAG funds.

NOW THEREFORE, the parties entering into this Agreement stipulate/agree as follows:

Section 1.

All parties stipulate that Oxnard shall serve as the lead agency for this grant project. The lead agency shall serve as the fiscal agent for this grant and will submit a joint application on behalf of the parties to this Agreement. Oxnard shall assume the role of coordinating the application and administration of the grant.

Section 2.

The JAG allocation list is established by the Bureau of Justice Assistance (BJA) and indicates the amount for which each unit of local government is eligible to apply. The amounts prescribed in this allocation list shall be referred to hereinafter as agency "Base Award Eligibility". The Base Award Eligibility figures are listed in the table in Section 3, below.

Oxnard shall apply a fee of five percent (5%) to each agency's Base Award Eligibility. This percentage shall be applied to costs related to administering the grant during its four year reporting period. Five percent shall be deducted from each party's Base Award Eligibility amount and allocated to Oxnard. The modified agency award amounts are reflected in the "Adjusted Award" portion of the table in Section 3, below.

Section 3.

The parties agree that Oxnard shall allocate the \$118,259 JAG award in the following manner to the parties entering into this Agreement as follows:

JAG APPLICATION NUMBER: 2017-H2402-CA-DJ

City of Oxnard Agreement # A-8004

Agency	Agency Base Award Eligibility	Lead Agency Administration Fee (5%)	Agency Adjusted Award Amount
VENTURA COUNTY	\$10,505	\$525	\$9,980
OXNARD CITY	\$62,746	\$3,137	\$59,609
SAN BUENAVENTURA CITY	\$23,309	\$1,165	\$22,144
SIMI VALLEY CITY	\$11,399	\$570	\$10,829
THOUSAND OAKS CITY	\$10,300	\$515	\$9,785
CITY OF OXNARD ADMINISTRATION FEE			\$5,912
	\$118,259	\$5,912	\$118,259

Section 4.

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs
- Prosecution and court programs, including indigent defense
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

Section 5.

All parties to this Agreement shall develop individualized spending plans as to each party's respective grant allocation. JAG funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose.

Section 6.

Awards to individual agencies of at least \$25,000 must be spent within four years, and the award period for grants in that amount will be from October 1, 2016 through September 30, 2020.

Awards to individual agencies of less than \$25,000 must be spent within two years, and the award period for grants in that amount will be from October 1, 2016 through September 30, 2019.

All parties to this Agreement should anticipate that awards under this grant are one-time awards and accordingly should propose project activities and deliverables that can be accomplished without additional Department of Justice funding.

Section 7.

Parties to this Agreement are aware that each unit of local government may draw down any or all JAG funds after acceptance of the award. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If parties to this Agreement draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds.

JAG APPLICATION NUMBER: 2017-H2402-CA-DJ
City of Oxnard Agreement # A-8004

Parties to this Agreement understand that recipients of funds, however, should be aware that the authority to retain such advance funding may be withdrawn should the recipient persistently remain delinquent in meeting reporting requirements.

Section 8.

No JAG funds may be expended outside of the JAG program areas. Even within the program areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, JAG funds may not be used directly or indirectly to pay for any of the following items unless BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order:

- Vehicles (excluding police cruisers), vessels (excluding police boats), or aircraft (excluding police helicopters)
- Unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles (UA/UAS/UAV)
- Luxury items
- Real estate
- Construction projects (other than penal or correctional institutions)
- Segway, Golf Cart, ATV or similar
- Armored Vehicles
- Bus and/or RV (Recreational Vehicle)
- Truck
- Van
- SUV (Non-police cruiser)
- Any similar matters

Section 9.

All parties to this Agreement shall designate a point of contact for matters pertaining to the JAG grant, and shall notify Oxnard in the event of any changes. A list of contact persons is attached to this Agreement as **Exhibit A.**

Section 10.

All parties to this Agreement shall provide financial reporting documentation, as prescribed in the terms of the JAG grant, to Oxnard in a timely manner.

All parties to this Agreement must certify that they will satisfy the reporting requirement, which requires detailed reporting (including reporting on sub-awards) not later than ten calendar days after the end of each calendar quarter. In order for the lead agency (Oxnard) to meet this demand, all parties must submit their quarterly reports to Oxnard within four days after the end of each calendar quarter beginning October of 2016.

Section 11.

Nothing in the performance of this Agreement shall impose any liability for claims against Oxnard other than claims for which liability may be imposed by the California Tort Claims Act.

JAG APPLICATION NUMBER: 2017-H2402-CA-DJ
City of Oxnard Agreement # A-8004

Section 12.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by any other party.

Section 13.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 14.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

Section 15.

All parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

Section 16.

The parties agree that this Agreement will be considered signed when the signature of the party is delivered by facsimile transmission. Such facsimile signature will be treated in all respects having the same effect as an original signature.

Agreed to on this 30th of September, 2017.

CITY OF OXNARD

COUNTY OF VENTURA

Greg Nyhoff, City Manager

Michael Powers, County Executive Officer

CITY OF THOUSAND OAKS

CITY OF SIMI VALLEY

Andrew P. Powers, City Manager

Eric Levitt, City Manager

JAG APPLICATION NUMBER: 2017-H2402-CA-DJ
City of Oxnard Agreement # A-8004

CITY OF SAN BUENAVENTURA

Mark Watkins, City Manager

APPROVED AS TO FORM:

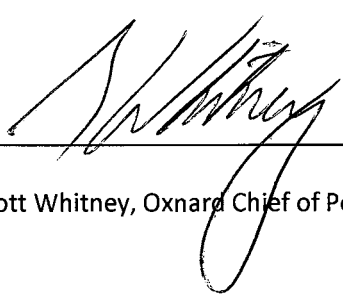
APPROVED AS TO FORM:

Andy H. Viets, Senior Assistant City Attorney
City of San Buenaventura

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

APPROVED AS TO INSURANCE:



Scott Whitney, Oxnard Chief of Police

Risk Manager

JAG APPLICATION NUMBER: 2017-H2402-CA-DJ
City of Oxnard Agreement # A-8004

EXHIBIT "A"
CONTACT LIST FOR: JUSTICE ASSISTANCE GRANT PROGRAM AWARD ("JAG"):
FY 2017 LOCAL SOLICITATION

CITY OF OXNARD

Mary Diamond
Financial Services Manager
Oxnard Police Department

251 South "C" Street
Oxnard, CA 93030

(805) 385-7612
mary.diamond@oxnardpd.org

Eric Sonstegard
Assistant Police Chief
Oxnard Police Department

251 South "C" Street
Oxnard, CA 93030

(805) 385-7801
eric.sonstegard@oxnardpd.org

Amy Van Atta
Grants Specialist II
Oxnard Fire Department

251 South "C" Street
Oxnard, CA 93030

(805) 385-8369
amy.vanatta@oxnard.org

COUNTY OF VENTURA

OFFICE OF THE SHERIFF

Todd Inglis
Captain
Ventura County Sheriff's Department

800 South Victoria Avenue
Ventura, CA 93009

(805) 654-2881
todd.inglis@ventura.org

JAG APPLICATION NUMBER: 2017-H2402-CA-DJ
City of Oxnard Agreement # A-8004

EXHIBIT "A"
CONTACT LIST FOR: JUSTICE ASSISTANCE GRANT PROGRAM AWARD ("JAG"):
FY 2017 LOCAL SOLICITATION

CITY OF SAN BUENAVENTURA

Ken Corney
Chief of Police
Ventura Police Department

1425 Dowell Drive
Ventura, CA 93003

(805) 339-4400
kcorney@venturapd.org

Roger Wang
Business Services Officer
Ventura Police Department

1425 Dowell Drive
Ventura, CA 93003

(805) 339-4421
rwang@venturapd.org

CITY OF SIMI VALLEY

Eric Levitt
City Manager
City of Simi Valley

2929 Tapo Canyon Road
Simi Valley, CA 93063

(805) 583-6701
elevitt@simivalley.org

Bob Brill
Commander
Simi Valley Police Department

3901 Alamo Street
Simi Valley, CA 93063

(805) 583-6909
bbrill@simivalley.org

Suzanne Daunt
Senior Management Analyst
Simi Valley Police Department

3901 Alamo Street
Simi Valley, CA 93063

(805) 583-6915
sdaunt@simivalley.org

JAG APPLICATION NUMBER: 2017-H2402-CA-DJ
City of Oxnard Agreement # A-8004

EXHIBIT "A"
CONTACT LIST FOR: JUSTICE ASSISTANCE GRANT PROGRAM AWARD ("JAG"):
FY 2017 LOCAL SOLICITATION

CITY OF THOUSAND OAKS

VENTURA COUNTY SHERIFF'S OFFICE

Don Aguilar
Captain
Ventura County Sheriff's Department

2101 East Olsen Road
Thousand Oaks, CA 91360

(805) 494-8248
don.aguilar@ventura.org

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: September 26, 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: Work Study Session: Integrated Public Works Master Plan (20/10/10)

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

RECOMMENDATION:

That City Council review and discuss the Revised Final Draft Public Works Integrated Master Plan Summary Report.

BACKGROUND

On June 26, 2012, City Council approved updating the Public Works Master Plan for conformance with the 2030 General Plan and to include the update of master plans for the Water, Wastewater, Recycled Water, and Storm Drain Systems. The updates addressed the many challenges in managing public works infrastructure now and in the future. The Master Plan uses a coordinated methodology to allow the City to take full advantage of potential linkages and synergies among its four major water utility systems.

Public Works staff began conducting field work for the updates of the various plans, but did not have the available in-house resources to update the Master Plans in a timely manner. Due to impending infrastructure failures, staff determined that a solicitation for consultant services was required in order to update the master plans and integrate them to achieve efficiencies in the implementation of the corresponding Capital Improvement Projects (CIP).

As a result, the City issued a request for proposal to 20 firms and advertised in the local

Report on the Integrated Public Works Master Plan (20/10/10)

September 26, 2017

Page 2

newspaper and on the City's website. Eleven firms attended the mandatory pre-proposal meeting. The City received one proposal from Carollo Engineers, Inc. On May 20, 2014, the City Council approved Agreement No. A-7668 with Carollo Engineers, Inc. for the Integrated Public Works Master Plan effort.

The Final Draft Master Plan was published in December 2015 as a seven-volume set of notebooks containing more than forty master planning Project Memorandums. This was followed shortly after in early 2016 with the publication of the Final Draft Master Plan Summary Report (April 2016), and the Draft Executive Summary Report (May 2016).

As is typical in master planning, these initial planning reports were published as first drafts. This practice recognizes that the initial planning findings and reports are not considered 'final' until further environmental and financial studies are completed.

Consequently, these Final Draft master-planning documents served as the basis for the City to proceed with a Cost of Service Study to gain approval for the planned wastewater and water utility rate increases for the near-term capital projects, and to support a formal Proposition 218 process. The resulting Wastewater Treatment and Collection Cost of Service Study was approved in early 2017, and the Water Division Cost of Service Study was approved in the summer of 2017.

Between the time of publication of the Final Draft master-planning documents in December 2015 and the final adoption of the Cost of Service Studies and related rates in early 2017, the City continued to review and to optimize the final master planning recommended policies, projects, and programs. Therefore, certain projects included in the Final Draft planning documents for the Oxnard Wastewater Treatment Plant (OWTP) have been refined and updated.

These refinements were made to incorporate the latest in recent findings from the advanced facilities planning conducted, in part, for the Cost of Service Studies, and as part of the preliminary designs proceeding concurrently for critically needed facilities. It should be noted that the refinements and optimizations were generally not related to capacity needs but to achieve improved financial and implementation strategies and to accommodate technology updates and global climate change strategies, as follows:

1. Project phasing and timing (but not for increased capacity), including: a phased primary treatment upgrade program and a phased secondary treatment upgrade program.
2. Technology updates, including membrane bioreactors (MBR) to meet potential nutrient requirements and to save costs related to advanced treatment for recycled water.
3. Global climate change, resiliency, and adaption projects to plan for increasing sea levels.

The Master Plan coordinates the need and timing of planned water utility facilities as related to the elements in the City's 2030 General Plan (and projections through 2030) with a forward projection through the year 2040. The recommended master planning projects, timing, and phased implementation are noted in the CIP for both the near-term projects (the next several years) as defined in the Cost of Service Studies, and the longer-term projects (extending through 2040) as defined in the Master Plan.

Further, the time horizon for the near-term CIP serves as the basis for the newly adopted rates, and does not extend to the end of the long-term planning period (thru 2040). This is in recognition of the flexible design and adaptive nature of the recommended Master Plan.

In summary, the refined and updated near-term projects that were identified and developed as part of the Cost of Service Studies were subsequently incorporated into the recommended Final Draft CIP and Master Plan. Nevertheless, it is the near-term CIP that is the basis for the newly adopted rates. The overall CIP and Master Plan recommended herein were developed by merging related planning efforts: the Cost of Service Studies, the Preliminary Design of critically needed facilities, and the long-term master planning recommendations.

This workshop is intended to review the Revised Final Draft Public Works Integrated Master Plan Summary Report. Staff will return to City Council on October 3, 2017, to receive and file the Revised Final Draft Public Works Integrated Master Plan.

The complete Revised Final Draft Public Works Integrated Master Plan may be viewed on the City's website at <https://www.oxnard.org/city-department/public-works/public-works-integrated-master-plan-2/>.

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 1. Ensure Master plans for all City infrastructures are current, synchronized and consistent with the General Plan.

Objective 1a. Complete the Public Works Integrated Master Plan.

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

FINANCIAL IMPACT

The Revised Final Draft Public Works Integrated Master Plan will guide the future capital improvement plan for the City's utilities. When projects are ready for construction, staff will

Report on the Integrated Public Works Master Plan (20/10/10)

September 26, 2017

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discuss the financial impacts and requests for appropriation accordingly.

ATTACHMENTS:

Attachment A: Public Works Integrated Master Plan - Executive Summary



PUBLIC WORKS Integrated Master Plan Executive Summary

REVISED FINAL DRAFT • SEPTEMBER 2017



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information exchange
review and planning only
under the authority of
Tracy Anne Clinton, State
of California Professional
Engineer No. 48199
September 2017.

BRIEF HISTORY AND OVERVIEW OF THE CITY OF OXNARD PUBLIC WORKS DEPARTMENT'S INTEGRATED PLANNING EFFORTS: MAY 2014 – AUGUST 2017

In May 2014, the City of Oxnard (City) Public Works Department began developing the Public Works Integrated Master Plan (PWIMP, or Plan). The Plan unfolded to address future planning needs for all major utilities within the City's jurisdiction: water, wastewater, recycled water, and stormwater. The Plan uses a coordinated methodology to allow the City to take full advantage of potential linkages and synergies among its four major water utility systems.

The Final Draft Plan was published in December 2015 as a seven-volume set of notebooks containing more than forty master planning Project Memorandums. This was followed shortly after in early 2016 with the publication of the Final Draft Master Plan Summary Report (April 2016), and the Final Draft Executive Summary Report (May 2016).

As typical in master planning, these initial planning reports were published as first drafts. This practice recognizes that the initial planning findings and reports are not considered 'final' until further environmental and financial studies are completed.

Consequently, these Final Draft master-planning documents served as the basis for the City to proceed with cost of service studies to gain approval for the planned wastewater and water utility rate increases for the near-term capital projects, and to support a formal Proposition 218 process. The resulting Wastewater Cost of Service Study was approved in early 2017, and the Water Cost of Service Study was approved in summer 2017.

Between the time of publication of the Final Draft master-planning documents in December 2015 and the final adoption of the Cost of Service Studies/Rates in early 2017, the City continued to review and to optimize the final master planning recommended policies, projects, and programs. Therefore, certain projects included in the Final Draft planning documents have been refined and updated.

These refinements were made to incorporate the latest in recent findings from the advanced facilities planning conducted, in part, for the Cost of Service Studies, and as part of the preliminary designs proceeding concurrently for critically needed facilities. It should be noted that the refinements and optimizations were generally not related to capacity needs, but to achieve improved financial and implementation strategies, and to accommodate technology updates and global climate change strategies, as follows:

1. Project phasing and timing (but not for increased capacity), including: a phased primary treatment upgrade program, and a phased secondary treatment upgrade program.
2. Technology updates, including membrane bioreactors (MBR) to meet potential nutrient requirements, and to save costs related to advanced treatment for recycled water.
3. Global climate change, resiliency, and adaption projects to plan for increasing sea levels.

The Plan coordinates the need and timing of planned water utility facilities as related to the elements and projections in the City's 2030 General Plan, with a forward projection through the year 2040. The recommended master planning projects, timing, and phased implementation are noted in the Capital Improvement Plan (CIP) for both the near-term projects (the next several years) as defined in the Cost of Service Studies, and the longer-term projects (extending through 2040) as defined in the Plan.

Further, the time horizon for the near-term CIP serves as the basis for the newly adopted rates, and does not extend to the end of the long-term planning period (thru 2040). This is in recognition of the flexible design and adaptive nature of the recommended Plan.

In summary, the refined and updated near-term projects that were identified and developed as part of the Cost of Service Studies were subsequently incorpo-

rated into the recommended Final Draft CIP and Integrated Master Plan. Nevertheless, it is the near-term CIP that is the basis for the newly adopted rates. The overall CIP and Integrated Master Plan recommended herein was developed by merging the related planning efforts: the Water and Wastewater Cost of Service Studies, the Preliminary Design of critically needed facilities, and the long-term master planning recommendations.



The City of Oxnard's Public Works Integrated Master Plan consists of an Executive Summary, a Summary Report, and a seven-volume set of notebooks containing more than 40 Project Memorandums.

1. INTRODUCTION

The City of Oxnard's (City) Public Works Department is facing many challenges in managing its future water resources and utilities. These challenges include responding to immediate drought conditions while also planning for long-term water needs, reducing dependence upon costly imported water, addressing aging infrastructure and reliability concerns, pursuing aggressive goals for energy efficiency and sustainable solutions, maintaining compliance with changing regulatory requirements, and the on-going loss of seasoned staff and personnel. The City's opportunities in meeting these challenges are varied and range from institutional and non-structural approaches (policies and programs) to technical and structural approaches (capital projects). Because of its broad authority, the City is also keenly aware of its unique opportunity to realize the benefits of optimizing both capital and operations and maintenance investments for all water utilities, street improvements and other City infrastructure.

The City is located along the Pacific Ocean coastline in Southern California, just northwest of Los Angeles (see Figure 1). Oxnard is the largest city in Ventura County and is at the center of a regional agricultural industry with a growing business center.

The City has jurisdictional authority to provide potable water, wastewater, recycled water, and stormwater services to nearly 200,000 citizens and numerous commercial, industrial, and agricultural users. For example, the City provides potable water to users by blending groundwater and imported surface water (State Water Project) for its potable water supply.

The Public Works Integrated Master Plan (Integrated Master Plan or Plan) develops long-term recommendations for policies, programs, and projects that successfully address these challenges and opportunities in a holistic and integrated way. In carrying out the

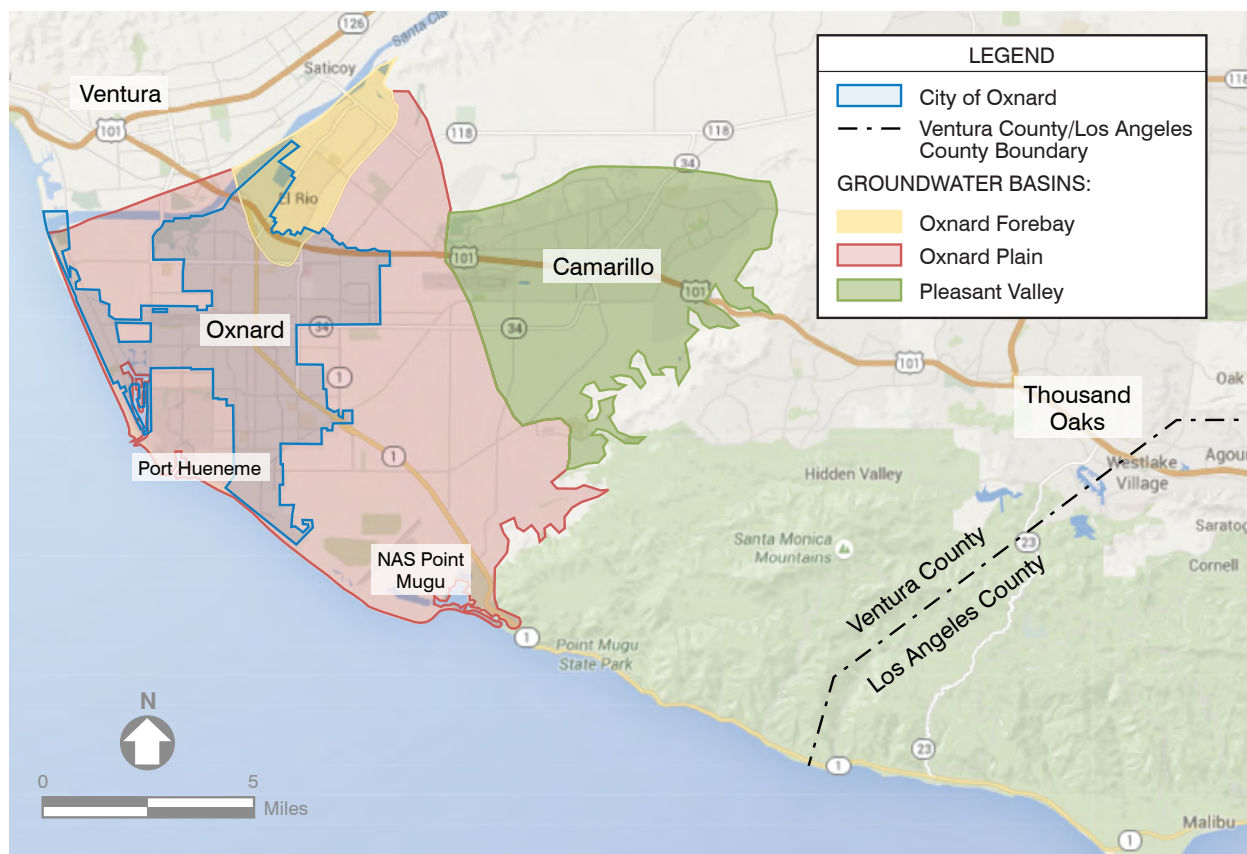


Figure 1. The City of Oxnard in relation to its surrounding communities and groundwater basins.

project goals, the Plan will help the City respond to planned population increases as well as challenges from new regulatory requirements, drought conditions, aging infrastructure, and reliability concerns.

Furthermore, the Integrated Master Plan documents the policy decisions, goals, and objectives to help protect public health while balancing the environmental, social, and financial impacts of the City's water resource management. This Plan also develops cost-effective strategies to address growth, regulatory compliance, environmental protection, and public and worker safety in ways that are consistent with the Plan's policies, goals, and objectives. While not covered in detail herein, the Integrated Master Plan also considered public works staffing, streets linkages to infrastructure, and security of public works facilities.

The Integrated Master Plan documents the policy decisions, goals, and objectives to help protect public health while balancing the environmental, social, and financial impacts of the City's water resource management.

In 2009, the City began planning for its Advanced Water Purification Facility, which provides full advanced treatment of secondary treatment wastewater effluent for recycled water use. This facility was dedicated in 2012 as part of the City's Groundwater Recovery Enhancement and Treatment (GREAT) program. Although its origins can be traced to two decades ago, the GREAT program was formally established in 2002 to address increasing concerns

over the long-term sustainability of the City's groundwater supply.

FACILITIES OVERVIEW

The City of Oxnard receives water by drawing it from the local Oxnard Plain groundwater basin and importing groundwater and surface water from the United Water Conservation District and State Water Project via Calleguas Municipal Water District, respectively. Before the water enters the potable water distribution system, the City uses six blending stations throughout city limits for hydraulic blending. One of the six blending stations treats local groundwater for high levels of total dissolved solids.

The City also owns and operates its own wastewater collection and treatment system, the Oxnard Wastewater Treatment Plant (OWTP), located on Perkins Road. Since its inception, the plant has grown from a treatment capacity of approximately 5 million gallons per day (mgd) to its current permitted capacity of 31.7 mgd. The current OWTP facility includes raw sewage pumping, influent screening, primary sedimentation, an activated sludge secondary treatment process, effluent disinfection, and solids handling, including digestion. Final effluent is transported to an ocean outfall and discharged offshore to the Pacific Ocean or routed to the City's Advanced Water Purification Facility (AWPF).

GREAT Program Objectives

The objectives of the program as it was first established included the following:

- Increased water supply reliability during drought.
- Reduced water supply costs.
- Water supply security in meeting growing water demand.
- Enhanced local water supply stewardship through the reduction of groundwater pumping and recycling and reusing a substantial portion of the region's wastewater.
- Environmental benefits associated with the development and rehabilitation of local saltwater wetlands.

As the GREAT program evolved, the City shifted from using groundwater recharge as a seawater intrusion barrier to groundwater recharge as an Aquifer Storage and Recovery operation. Because indirect/direct potable reuse provides many benefits and is becoming more commonplace in the current regulatory climate, the City has renewed interest in it.

In addition to these water, wastewater, and recycled water processes, the City operates a network of stormwater facilities with collection piping and channels to convey stormwater to both the Santa Clara River and the ocean. Although Ventura County owns most of these facilities, the City maintains many of them.

INTEGRATED MASTER PLAN APPROACH

The Integrated Master Plan addresses future planning needs for all major water utilities within the City's jurisdiction, including water, wastewater, recycled water, and stormwater. Building on previous planning efforts, this Plan allows the City to take full advantage of potential linkages and efficiencies among the four water utility systems.

The Integrated Master Plan addresses the major water supply issues, including availability, quality, and cost, in a coordinated and integrated fashion across the entire City water utilities. For example, the Plan documents the relationship of the different City water utility policies, programs and projects in terms of physical, institutional, and financial linkages.

A key outcome of the plan was documenting the function of the Advanced Water Purification Facility (AWPF) as to its role in supplementing the community's water supply. It clarifies the AWPF physical linkages to the upstream OWTP, and to the downstream recycled water system. This is especially important in

terms of defining the clear link between wastewater utility investments, and water supply and cost decisions, and extending to cost of service policy and water pricing.

Further, the Plan coordinates the need and timing of planned water utility infrastructure facilities as related to the infrastructure elements of the City's 2030 General Plan. This is an important consideration in establishing the priorities and rationale for investment decisions regarding water utility infrastructure to support the overall goals and objectives of the City.

The Plan also serves to integrate the many parallel planning and on-going water utility improvement efforts. This includes the development of industrial wastewater local limits, the permitting process for the indirect potable reuse program, the wastewater utility Report of Waste Discharge submittal, and the Salt and Nutrient Management Plan, among others.

To develop this Integrated Master Plan, six major steps (see Figure 2) were completed. These steps are described below.

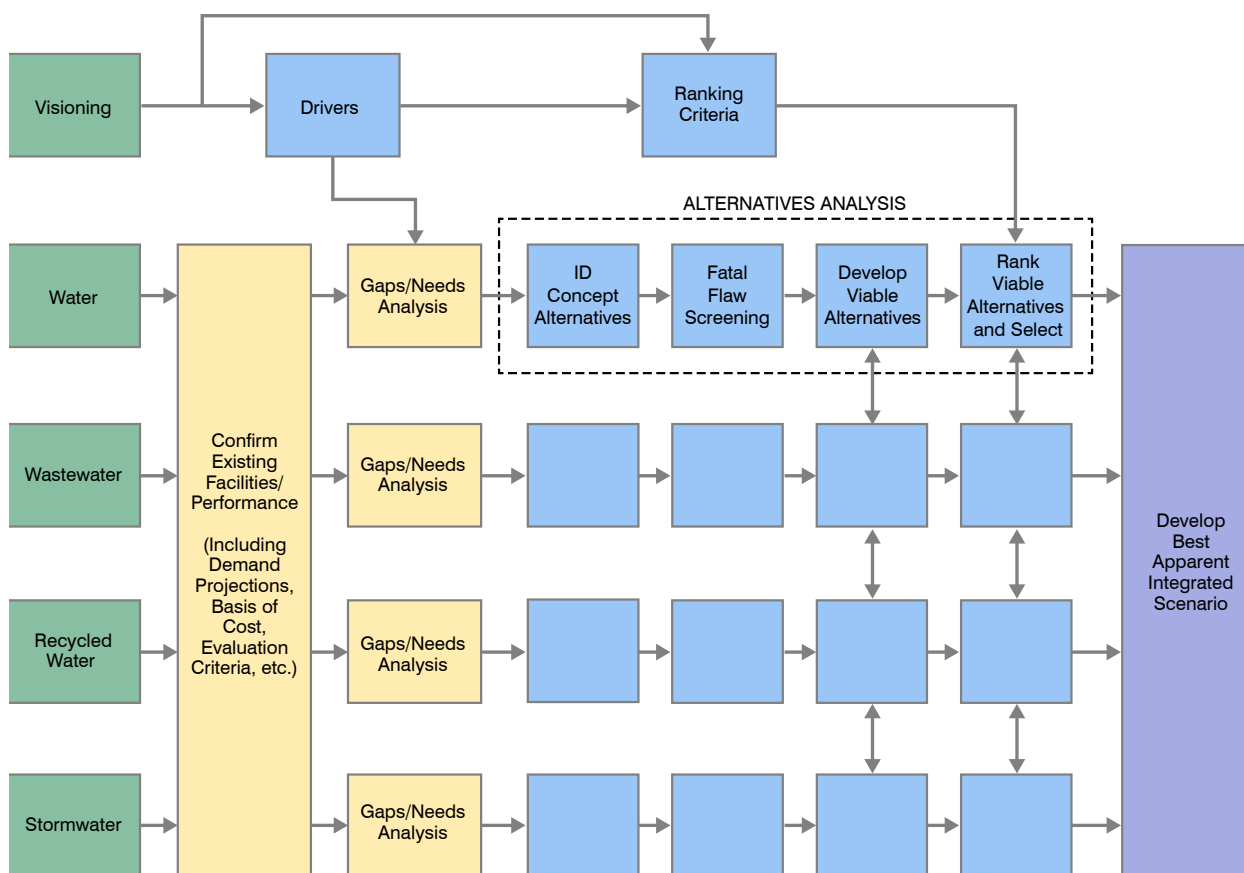


Figure 2. An overview of the Integrated Master Planning Process.

1. **Confirm Existing Facilities/Performance.** Findings and conclusions of past studies and reports were assimilated to confirm existing facilities and their performance. Asset condition assessments were completed to assess condition, criticality, and risk of failure of key assets.
2. **Identify Gaps/Needs Analysis.** Gaps in required performance and utility capacity were identified by comparing the existing facilities' condition, performance, and capacity with the anticipated needs for repair and replacement, capacity, regulatory compliance, and other planning drivers. Future needs were then determined based on anticipated regulatory requirements, planned capacity increases, repair and replacement, risk assessments, cost-effectiveness, and performance improvements that drive the need for future facility improvements.
3. **Analysis of Alternatives.** Viable alternatives were identified, evaluated, and developed to meet anticipated needs or to take advantage of new opportunities in resource recovery and/or technologies. A wide range of solutions were brainstormed, conceptual alternatives were identified, and screenings were conducted to select viable alternatives. The viable alternatives and their abilities were then selected to meet the overall goals and objectives.
4. **Identify Linkages/Evaluate Alternatives.** Various water system plans that support utilities were coordinated to identify key linkages and critical implementation issues, to quantify costs and benefits, and to rank alternatives.
5. **Develop Best Apparent Scenario.** The best combination of policies, projects, and ongoing programs across all water utilities were evaluated and determined, and the best apparent integrated scenario was developed.
6. **Develop Recommended Capital Improvement Plan.** Estimated capital, operations, and maintenance costs were developed to the 25-year planning horizon (through 2040), and a financial evaluation and rate analysis were developed. A phased Implementation Plan was also developed to integrate the recommended improvements for all utilities for greater efficiency and cost-effectiveness.

Viable alternatives were identified, evaluated, and developed to meet anticipated needs or to take advantage of new opportunities in resource recovery and/or technologies.

This Integrated Master Plan is a high level study covering a multitude of areas within each infrastructure system. As such, this Plan will serve as the basis for future documentation and implementation steps, such as the environmental impact review, more detailed facilities planning, design, and implementation of planned projects, and financial planning.

2. MASTER PLAN DRIVERS AND OBJECTIVES

The main purpose of the Integrated Master Plan is to provide a phased program for constructing recommended facilities to accommodate planned growth while simultaneously maintaining treatment reliability, meeting future regulatory requirements, and optimizing costs.

Key planning drivers were identified that would direct the master planning efforts and be used to evaluate and recommend necessary facilities, policies, and programs within the Integrated Master Plan.

In the first stages of the planning process, key planning drivers were identified that would direct the master planning efforts and be used to evaluate and recommend necessary facilities, policies, and programs within the Integrated Master Plan. These drivers are described below.

- **Economic Benefit.** An economic benefit trigger was assigned when life-cycle costs could be significantly reduced based on capital and operations and maintenance costs. For example, an economic benefit might be realized for an increase in initial capital investment that achieved an ongoing reduction in labor, energy, or chemical usage.
- **Improved Performance Benefit.** An improved performance benefit trigger was assigned when improved operations and maintenance performance led to more reliability and/or to reduced operational and safety-related risks. For example, an improved performance benefit can be seen in cases of improved process control or automation or to address an operational concern, such as flexibility, reliability, and the need for less complexity.
- **Growth Leading to Increased Demands/Flows/Loads.** A flow or pollutant load trigger was assigned when an increase in existing capacity is needed to accommodate future increases in demand or influent flows or loads to a facility. These increases are determined by population growth, industrial discharges, annexation, regionalization, or changes in wet weather or drought operations.
- **Resource Sustainability.** The resource sustainability trigger was assigned when there was a desire to meet energy initiatives, include resource recovery opportunities, and /or consider sustainable design alternatives.
- **Policy Decision.** The policy trigger was assigned when policy makers made management and/or political decisions.
- **Repair/Replacement (Condition).** A condition trigger was assigned when the process or facility had reached or was near the end of its economic useful life. This trigger is determined by the need for the facility to operate reliably and meet performance requirements related to the existing permit, worker and public safety, protection of the environment, and all other requirements.
- **Regulatory Requirement.** A regulatory trigger was assigned when local, state, or national regulatory requirements and deadlines established the need for additional treatment facilities. Determining when the new facilities would be put in service depends on the amount of lead-time needed to plan, design, and construct the facilities.

Taking into account the Master Plan's main goal and key drivers, Carollo developed a set of specific goals and objectives, summarized in Table 1, to provide a framework and boundary conditions for the City's

planning process. These goals and objectives guided the development of alternatives and strategies and help select alternatives based on established evaluation criteria.

Table 1. Integrated Master Planning Objectives

Specific Goals	Integrated Master Plan Objectives
Provide compliant, reliable resilient and flexible systems	• Improve system reliability consistent with industry standards. • Implement redundancy/backup systems for routine maintenance and repairs and to address security threats.
Integrate grey and green infrastructure with an emphasis on energy efficiency	• Optimize energy efficiency of systems. • Investigate green and grey infrastructure options such as low impact development techniques for stormwater and alternative energy sources.
Manage assets effectively (economic sustainability)	• Maximize cost/benefit ratio. • Spend public money wisely.
Integrate community interests and maximize public acceptance (social sustainability) and develop sustainable ongoing communication processes	• Minimize impacts to system due to potential climate change related events (i.e., sea level rise, changing rainfall patterns, etc.). • Minimize impacts to the public.
Mitigate and adapt to potential impacts of climate change	• Minimize impacts to systems due to potential climate change related events (i.e., sea level rise, changing rainfall patterns, etc.).
Protect environmental resources	• Maintain permit/regulatory compliance. • Position City for future regulatory changes.
Enhance environmental sustainability	• Maximize water conservation. • Maximize wastewater reclamation and reuse. • Maintain/minimize groundwater extraction levels. • Maximize beneficial reuse of biosolids.

3. MASTER PLANNING ASSUMPTIONS AND CONSIDERATIONS

A common set of planning considerations and assumptions was used to develop and evaluate the overall Integrated Master Plan and its many contributing elements. These planning considerations and assumptions support the City's positions and most current thinking, direction, and needs related to master planning drivers. However, as with any planning effort, changes in these assumptions and considerations could occur. This master planning process, however, includes flexibility to accommodate some variation in assumed planning forecasts.

POPULATION AND LAND USE

Population and land use projections help to determine the City's planned growth. With these projections, future water demands and wastewater flows can be calculated and used to determine additional water and wastewater infrastructure capacity required. For this Plan, the population and land use projections developed were based on the City's 2030 General

Plan and on conversations with the City's Planning Department. The projections shown in Figure 3 were used for all water system planning. The future mix of residential, commercial, and industrial users is assumed to remain largely the same as the current mix, with the largest population increase anticipated to be from residential infill and mixed-use development.

The Integrated Master Plan is flexible and sensitive to changes in the timing of future water utility infrastructure capacity. This results in the "just-in-time" construction of additional capacity, as needed, which allows the Integrated Master Plan to establish the least-cost future Capital Improvement Plan.

CLIMATE CHANGE

Scientists predict that sea levels will rise and more frequent and intense storms will occur. Thus, this Integrated Master Plan focuses on how rising sea levels

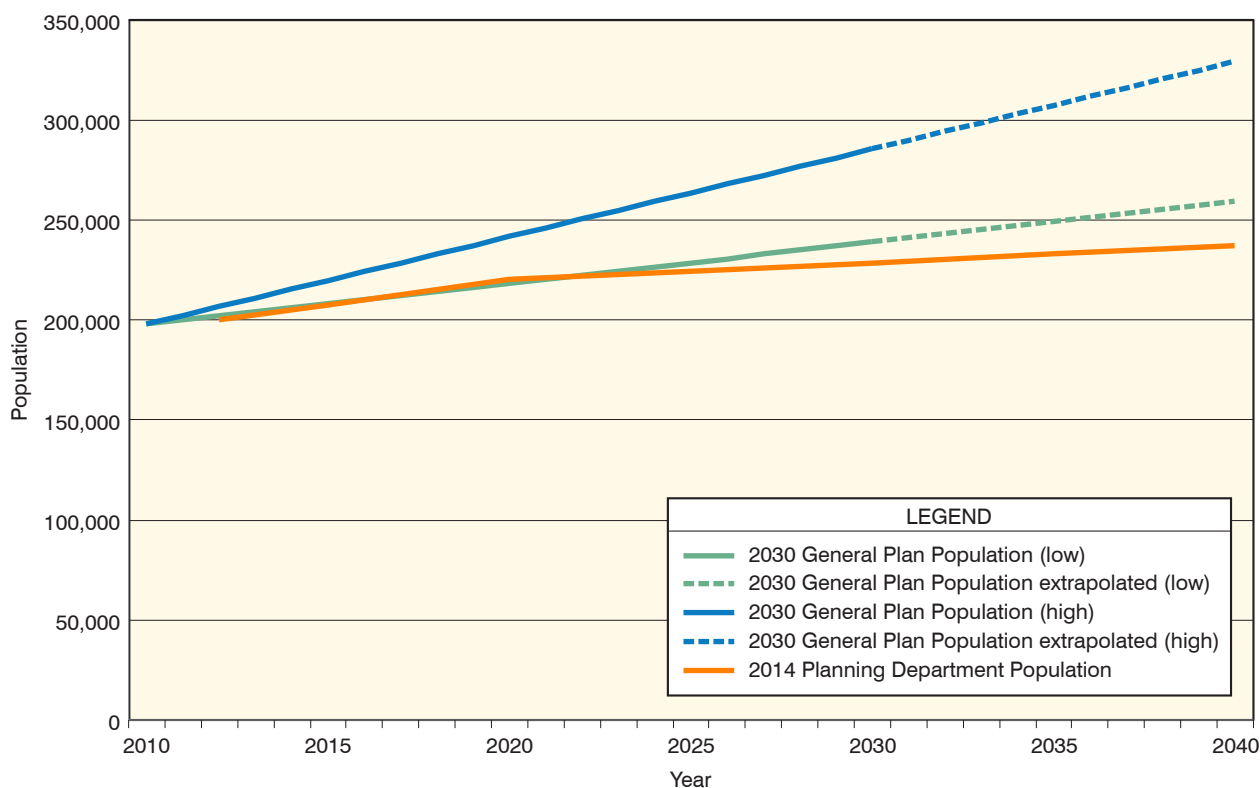


Figure 3. The City's historical and projected population through 2040, assuming population increase due to residential infill and mixed use development.

might affect the wastewater system, and how changes in precipitation patterns and the potential for drought might affect water supply and stormwater collection system capacity. For example, the Federal Emergency Management Agency (FEMA) predicts that portions of the wastewater treatment plant could experience significant flooding because of its low elevation.

REGULATORY

Regulations are constantly evolving. To determine the ability of the City's water systems to adapt to regulatory changes, a regulatory review was conducted for each system. This review analyzed the system's current regulatory performance and its ability to respond to pending shifts in regulations. In addition to this individual utility assessment, an integrated review was performed to understand how changes in one system might affect the regulatory compliance or performance of other systems and what mitigating requirements might be needed.

An integrated review was performed to understand how changes in one system might affect the regulatory compliance or performance of other systems and what mitigating requirements might be needed.

Water System

The water treatment and supply facilities currently meet all state and federal water quality guidelines for both groundwater and surface water. The City is tracking several pending regulations, but none are expected to significantly affect the water system. In addition to following these regulations, the City is monitoring for several constituents (compounds found in water) that relate to public health and water quality. Specifically, the City seeks to limit total dissolved solids to less than 500 mg/L, hardness to less than 100 mg/L, and meet the permit limit of nitrates (as Nitrogen) to less than 10 mg/L. These goals apply to the quality of blended water and were included in the overall assessment of the water system's future needs.

Wastewater System

Regulations for the wastewater system can be divided into three major categories: water quality, air quality, and biosolids.

Water Quality. The City's ocean outfall wastewater discharge is governed by both federal and state requirements through the issuance of the National

Pollutant Discharge Elimination Systems (NPDES) permit (CA0054097), which limits the amount of conventional constituents, nutrients, metals, and organic pollutants that can be discharged into US waters. The City's current permit was adopted by the Los Angeles Regional Water Quality Control Board (Regional Board) on July 26, 2013. For this permit, the City is consistently in compliance, but is rapidly approaching the limit of treatment reliability and redundancy.

Air Quality. At the local level, the Ventura County Air Pollution Control District is primarily responsible for controlling air pollution from the Oxnard Wastewater Treatment Plant, which holds operating permits for its gas and diesel engines and odor reduction and control systems.

Improvements and changes to the wastewater process and discharge location are likely to require revised air quality permits.

Biosolids. Currently, the City disposes of its screenings, grit, and dewatered anaerobically digested solids (or biosolids) by hauling them to a nearby landfill. This complies with the EPA's 40 CFR 503 regulations, the main federal regulation for handling biosolids, as well as other regulatory requirements. However, using or disposing of biosolids is becoming increasingly difficult and costly in California, with fewer landfills accepting biosolids and many counties restricting the application of biosolids. Thus, several adopted and proposed regulations are expected to affect the City's ability to dispose of biosolids in landfills in the future.

Recycled Water

The City has served urban irrigation uses as of mid-2015 and agricultural uses as of early 2016. The City's long-term plan includes indirect potable reuse through aquifer storage and recovery as well as groundwater recharge. For these specific uses, the following regulations and policies apply:

- **Urban/Agricultural Reuse.** California Code of Regulations, Title 22, Division 4, Chapter 3, Section 60301 et seq. & the Recycled Water Policy (adopted by the State Board and administered through the Regional Board and Division of Drinking Water).

- **IPR/Groundwater Recharge.** Division of Drinking Water Groundwater Recharge Regulations and State Board Recycled Water Policy and Anti-Degradation Policy.

The recycled water regulations noted above are summarized in the following sections. In addition to these regulations, the City's GREAT program is currently permitted under Waste Discharge Permit, Order No. R4-2011-0079-A01, recently amended in July 2015. This permit covers non-potable reuse within the GREAT program.

Because the City will be starting to use recycled water for groundwater recharge through its Aquifer Storage and Recovery Demonstration Project, a Title 22 Engineer's Report and Report of Waste Discharge was submitted to the Regional Board and Division of Drinking Water. The City also developed a Salt and Nutrient Management Plan for the Oxnard Plain Groundwater Basin in accordance with requirements in the Recycled Water Policy and Anti-Degradation Policy.

Stormwater

The City's stormwater system is governed by a stormwater permit (termed a Municipal Separate Stormwater System Stormwater permit [MS4]) held by Ventura County Watershed Protection District and nine other surrounding communities. The Regional Board issued the current MS4 permit on July 8, 2010 (Permit CAS004002, Order No. R4-2010-0108). In addition, the City is a participating party in the Santa Clara River Bacteria TMDL and independently implements the Harbor Beaches TMDL.

GROUNDWATER MANAGEMENT CONDITIONS

One major constraint placed on the City's system is the safe yield of the Oxnard Plain Groundwater Basin, from which Oxnard draws its groundwater. The Fox Canyon Groundwater Management Agency protects the quantity and quality of the local groundwater by overseeing and managing all contractual withdrawals within the Oxnard Plain Groundwater Basin. For future groundwater allocation, this Plan made the following key assumptions:

- Groundwater pumping will be restricted to between 50 and 75 percent of historical allocation.

- Future additional and banked (i.e.: on the books) groundwater credits are not reliable and are therefore not included.
- Pump-back allocation for any recycled water supplied to agricultural users will be at a 1:1 ratio, with a maximum of 5,200 AFY available.

One major constraint placed on the City's system is the safe yield of the Oxnard Plain Groundwater Basin, from which Oxnard draws its groundwater.

An additional consideration is that the Sustainable Groundwater Management Act (SGMA) was passed through the California legislature in September 2014. The goal of this act is to have a sustainable management of groundwater by the year 2042. The full implications of SGMA are not known at the time of publication of this Plan.

SUSTAINABILITY

The City seeks to develop sustainable water solutions and infrastructure. As such, the Integrated Master Plan used the Envision® Sustainability Rating System to develop evaluation criteria and metrics for the strategies and alternatives. Each of the planning goals shown in Table 1 was assessed with the Envision® tool to produce measurable metrics for comparing alternatives.

Although the City has a broad interest in applying sustainable solutions, it specifically aims to reduce energy use and increase energy efficiency throughout the system. In April 2013, the City completed an Energy Action Plan (EAP). As part of this plan, the City committed to pursuing the "Gold Level" distinction in Southern California Edison's Energy Leadership Partnership Program, targeting a 10 percent reduction in energy use for its government facilities. Furthermore, Oxnard's Energy Action Plan expands this 10 percent reduction to the community at large, requiring a 10 percent citywide reduction in electricity and natural gas use.

AGREEMENTS/CONTRACTS

As part of the Integrated Master Plan, current agreements and contracts were organized into a database software program to provide the information for efficient City use. The database table structure was set up to be fully scalable for future buildout and also provide security preferences for different users. Some of the key information included in the database is start and expiration dates, dollar amount of original contract and description of contract scope.

4. KEY OPPORTUNITIES TO INTEGRATE BETWEEN SYSTEMS

The four water utility systems: water, wastewater, recycled water and stormwater, are integrally linked because of their positions in the water cycle. For this integrated planning effort, other potential integration opportunities and linkages were identified during the planning process through integration workshops. These workshops brought together key members from various consultant teams and city departments to provide input, coordination, and feedback on many planning elements. From these efforts, key integration linkages were identified, which are described below.

Planning parameters and tools, such as population and land use projections, the City GIS database, the planning cost basis, and levels of service, were coordinated among plans.

- **Basis of Planning.** Early on in the project, a common basis of design was identified to improve consistency among system plans. Planning parameters and tools, such as population and land use projections, the City GIS database, the planning cost basis, and levels of service, were coordinated among plans.
- **Water Supply Sustainability.** The City sought to secure a sustainable water supply for its community through the GREAT program. As such, the City proposed a relationship between recycled water and potable water. By planning the potable and recycled water systems together, the City was able to create combinations of alternatives that would have been more challenging to generate had the plans been evaluated separately.
- **AWPF and Outfall/Discharge.** The AWPf facility is an advanced treatment facility consisting of microfiltration (MF), reverse osmosis (RO), and advanced UV disinfection. This treatment process treats a portion of the final effluent from the OWTP secondary treatment process, and produces an excellent finished recycled water quality suitable for the widest range of end uses. It results in a concentrated “brine” waste stream, however, that is blended back into the remaining secondary effluent for discharge through the ocean outfall. As the percentage of secondary effluent that is diverted to the AWPf plant for treatment increases, so does the amount of the brine that is returned for blending and ocean discharge. There are several constituents that are concentrated in the brine that must be addressed to meet existing ocean outfall discharge requirements. There are two categories of concentration effects: 1) conventional NPDES permit limitations for secondary effluent (i.e. biochemical oxygen demand (BOD), and total suspended solids (TSS), and 2) ammonia limits with the Ocean Plan that need to be addressed as future AWPf capacity is increased. The two approaches to address these concentration effects are on-going, and include: 1) regulatory change involving the point of compliance, and 2) treatment of ammonia to reduce effluent concentrations.
- **Source Control.** It is critical to control the quality of wastewater entering the system and ultimately becoming the water source for advanced treatment systems. As part of this Integrated Master Plan, the City updated its local discharge limits from industrial dischargers through a Local Limits Study (Carollo, 2017). The City also developed best management practices for Centralized Waste Treatment facilities, which treat and discharge hazardous and nonhazardous materials. Plus the City began identifying and analyzing the possible users of a concentrate collection line to remove salts from the wastewater collection system.
- **Staffing.** Staff needs throughout the Public Works Department were reviewed and assessed to determine how staff could best facilitate all water-utility related systems.
- **Streets.** A key point of integration with the Integrated Master Plan is the City's Streets Master Plan. To minimize overall disruption to the entire community, the planned improvements recommended (e.g., pipeline replacement/addition) must be coordinated with any street upgrades (e.g., repaving, curb, and gutter addition).

5. EXISTING SYSTEM CAPACITY/CONDITION AND FUTURE NEEDS

A thorough assessment of the facilities associated with the City's four water systems was conducted, which included reviewing operation and monitoring data, conducting condition assessments, reviewing drawings, and completing collaborative discussions with staff. From this effort, Carollo drew several conclusions about the existing systems conditions and capacities, which are noted in the following sections.

WATER SYSTEM

The City's water system is a combination of water conveyance and treatment, drawing from the three main sources of water, which are all of unique quality. In general, groundwater sources are high in total dissolved salts and hardness, whereas surface water is softer and less salty.

The average annual water demand is approximately 25,000 acre-feet per year and comes from predominantly residential uses. Projecting out to 2040, the water demand is expected to rise to approximately 38,000 acre-feet per year due to in-fill and projected development.

The City's existing system, shown in Figure 4, is a combination of blending stations, potable drinking water wells, and desalter treatment. Depending on the asset, the overall condition of the existing system is fair to good. Currently, no facilities are in immediate risk of failure; however, a fair amount of facilities must be repaired and replaced to ensure that the City's potable infrastructure lasts well into the future. Regarding system maintenance, two of the highest priorities are to provide cathodic protection and to replace the Supervisory Control and Data Acquisition (SCADA). Regular maintenance needs to also be conducted routinely such as flushing the system, exercising the valves, and conducting an active leak detection program.

The system operates as a single pressure zone, which makes meeting pressure targets

Water System — At-a-Glance:

- 3 sources of supply:
 - Imported surface water (Calleguas Municipal Water District)
 - Imported groundwater (United Water Conservation District)
 - Locally controlled groundwater
- 6 blending stations throughout the City where supplies are blended to meet required water quantity/quality
- 9 local potable water wells
- 1 desalter that removes dissolved particles to acceptable levels
- Approximately 613 miles of distribution piping

a challenge. As demands increase, these challenges are expected to worsen. To assess whether the City would benefit from splitting into two or more pressure zones, a pressure zone analysis was conducted using an updated and calibrated system hydraulic model.

The water system's biggest overall challenge will be to maintain a source of sustainable, high-quality supply.

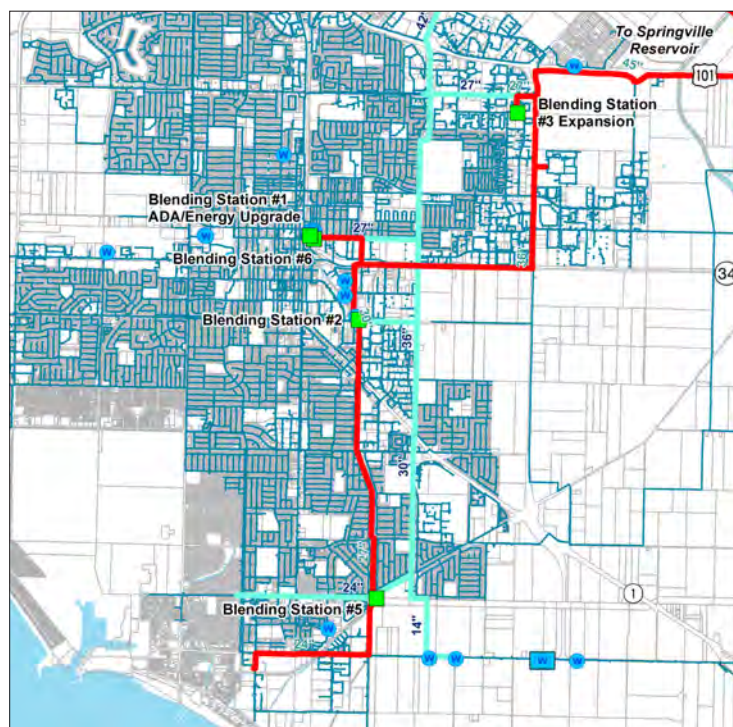


Figure 4. The City's water system is a combination of hydraulic blending stations, treatment, and distribution pipelines.

Though the City currently meets water demand requirements, projections made in the Integrated Master Plan indicate a potential supply gap throughout the planning period. This supply gap, which is based solely on quantity, is projected to be between 3,800 and 10,700 acre-feet per year (illustrated in Figure 5). These numbers depend on the groundwater pumping restrictions, which are expected to be between 50 and 75 percent less than current rates in the long-term.

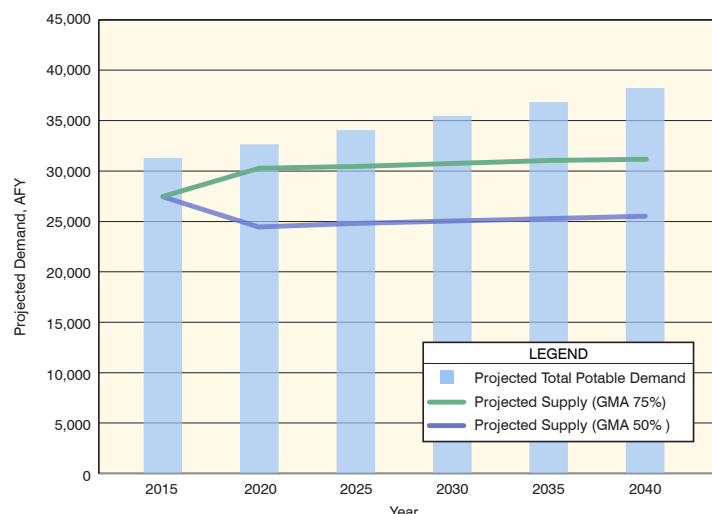


Figure 5. Due to an expected shortfall in supply, the Integrated Master Plan evaluated options for securing a sustainable water supply for the future.

From a water quality and regulatory standpoint, the system meets current regulations for drinking water quality. However, the City wishes to improve upon some taste and odor parameters. The hardness in the blended water is higher than acceptable for some customers, resulting in widespread use of point-of-use softeners throughout the City, which return salt to the wastewater system. Therefore, one of the City's goals is to reach a more acceptable level of hardness in the blended drinking water quality, which would reduce or even eliminate the need for point-of-use softeners. Because of the relatively high hardness of groundwater sources (both local and United Water), reducing the hardness will directly affect the water supply analysis. However, low hardness water could be supplied from the Advanced Water Purification Facility through indirect potable reuse.

WASTEWATER

The Oxnard Wastewater Treatment Plant has a permitted capacity of 31.7 million gallons per day and treats wastewater for discharge to the existing ocean

outfall. The Wastewater Treatment Plant includes preliminary, primary, secondary, and disinfection treatment as well as solids handling (shown in Figures 6 and 7). Recent historic average dry weather flows are approximately 20 million gallons per day. If the same flow were projected out to 2040, it would be expected to increase to 27.5 million gallons per day. By 2040, the loading rates of total suspended solids and organics, which are measured by biological oxygen demand (BOD), are expected to increase at a minimum to moderate level.

Though the City consistently meets its discharge permit requirements, much of the wastewater treatment plant is in poor condition and reaching the end of its useful life. Because of this, major investment in repair and replacement is needed in the near future to improve the reliability and safety of plant operations.

Replacement is recommended for a number of process facilities, namely the primary clarifiers, dissolved air flotation thickeners, gravity thickeners, digesters, interstage pump station, effluent pump station, and cogeneration facility. Additionally, due to safety concerns, the biotowers should be demolished as soon as possible. Cathodic protection, SCADA, and electrical upgrades are also needed on key processes and buried facilities.

Wastewater System — At-A-Glance:

- Wastewater collection - Approximately 384 miles of gravity collection pipe, 5 miles of force main collection and 15 lift stations
- Preliminary Treatment - bar screens, screenings conveyance, grit removal, and grit conveyance
- Primary Treatment - 4 primary sedimentation basins with chemical addition
- Secondary Treatment - 2 biotowers, 2 activated sludge tanks, and 18 secondary sedimentation basins
- Equalization - 2 basins
- Disinfection - 2 chlorine contact tanks
- Solids Treatment - 2 gravity thickeners for primary sludge thickening, 2 dissolved air flotation thickeners for waste activated sludge thickening, 3 anaerobic digesters, and 4 belt filter presses for dewatering

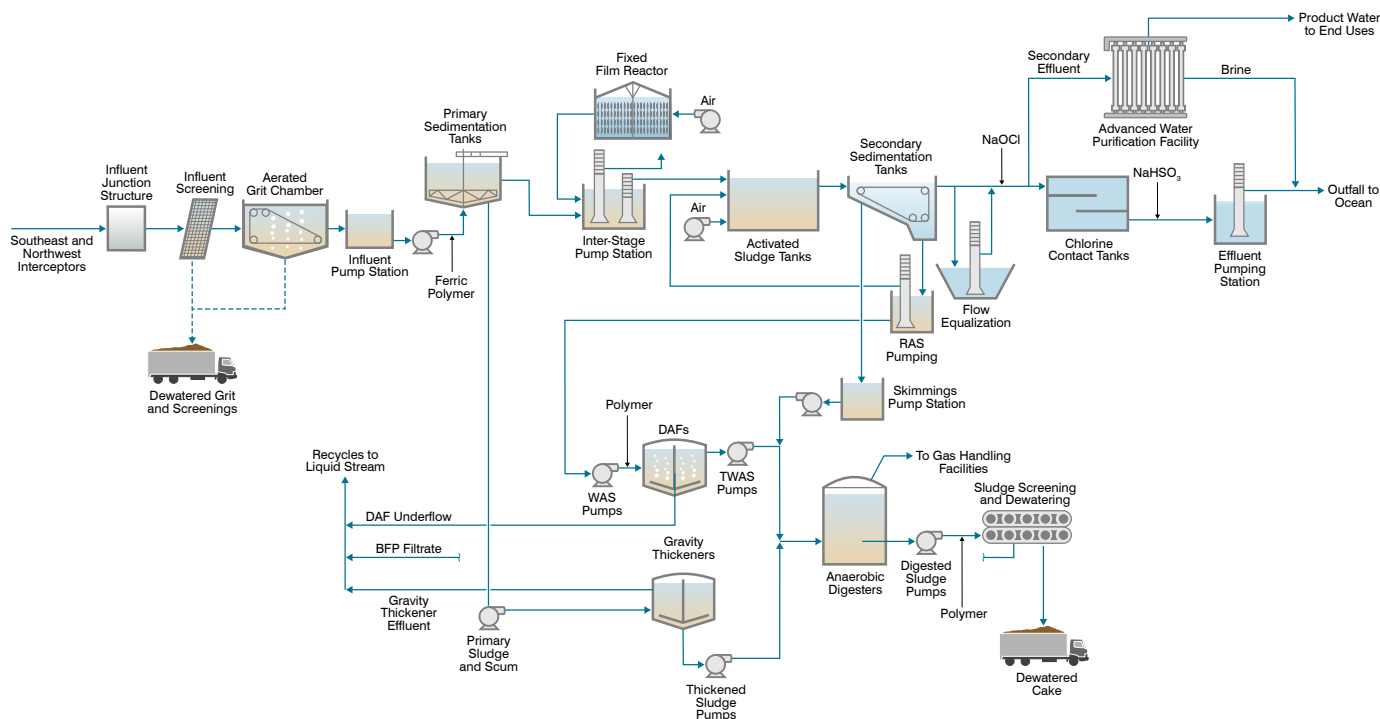


Figure 6. A schematic of the treatment processes currently in use at the Oxnard Wastewater Treatment Plant.

In general, the wastewater unit processes have operated at loading rates well within their original design values or typical operating ranges. In addition, performance has been adequate, and some of the unit processes do not operate with all units in service.

Though the liquid treatment process appears to have sufficient capacity for projected future flows, the solid process does not. In addition, the secondary process does not have the ability to nitrify or denitrify, both of which may be needed as more of the City's treated wastewater effluent is treated to become recycled water.

For the wastewater collection system, some sewers will need to be replaced to meet level-of-service criteria during peak dry weather flow conditions based on current and future growth estimates. In addition, the City will need to consider routine repair and replacement due to age, based on the City's understanding of project needs. The Central Trunk Sewer is also experiencing collapsing manholes that will need to be repaired and replaced.

RECYCLED WATER

The City's recycled water system is a product of the GREAT program, with most parts of the system only recently coming online for full-time operation in 2016. Currently, the recycled water system is used to provide unrestricted reuse water for urban irrigation to the

River Ridge Golf Club as well as for agricultural irrigation to growers on the Oxnard Plain through Pleasant Valley County Water District's irrigation network and the Oxnard Recycled Water Pipeline in Hueneme Road. Figure 8 illustrates the location of existing recycled water lines.

Under the GREAT Program, the Advanced Water Purification Facility is planned to be constructed in four phases, resulting in capacities of 7,000, 14,000, 21,000, and 28,000 acre-feet per year. The first phase is complete (7,000 acre-feet per year or 6.25 million gallons per day of recycled water capacity) and is in

Recycled Water System — At-a-Glance:

- Source of Supply - City's secondary wastewater effluent
- Advanced Water Purification Facility (membrane treatment, advanced oxidation, and disinfection) capable of producing 6.25 mgd of recycled water effluent (Phase 1)
- Finished water pump station that pumps to the Recycled Water Backbone Pipeline for urban irrigation uses
- Ocean View pump station that is delivering recycled water to farmers through temporary use of the Salinity Management Pipeline until the Hueneme Pipeline is completed

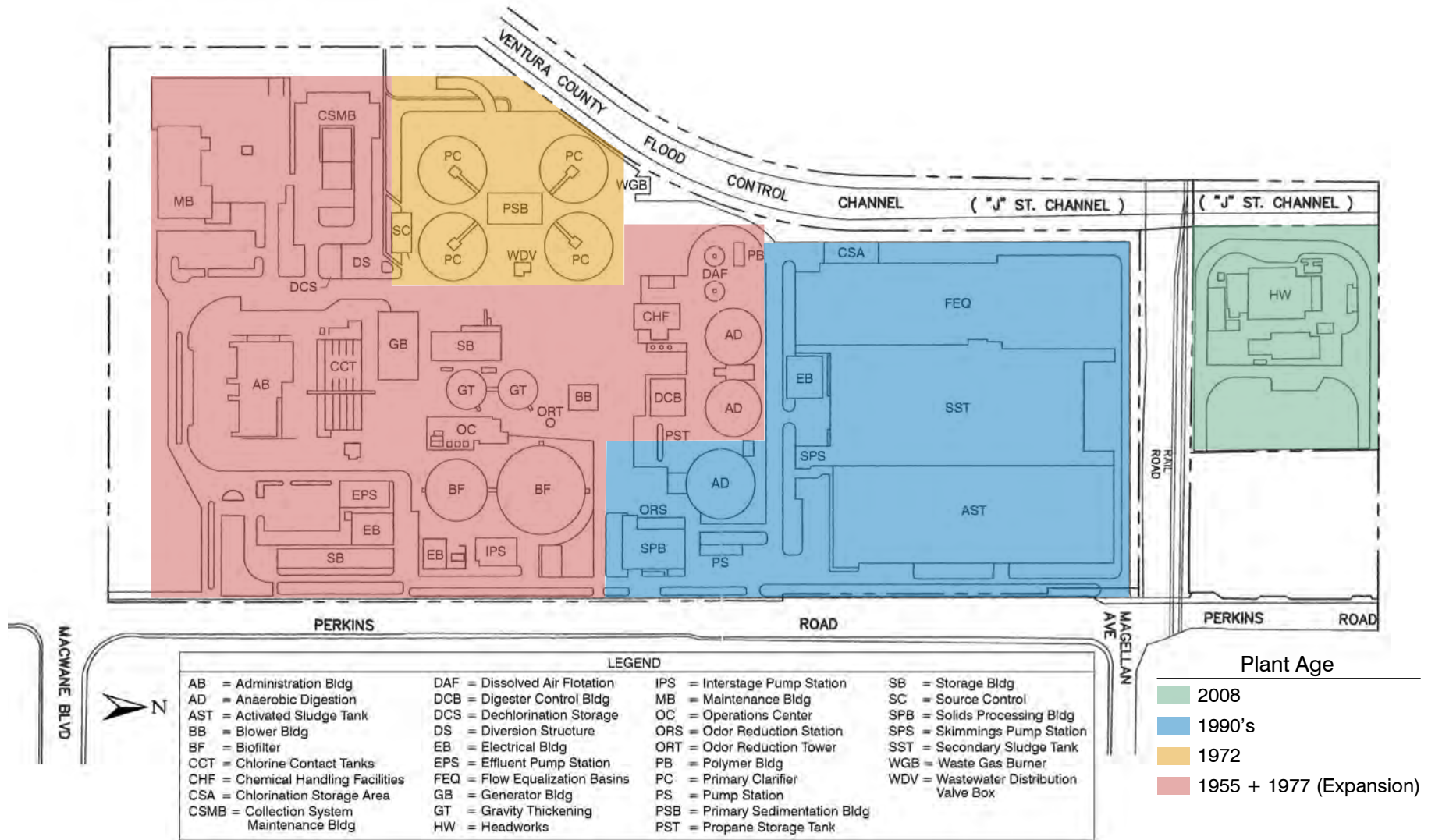


Figure 7. The Oxnard Wastewater Treatment Plant consists of preliminary, primary, and secondary treatment, effluent disinfection and solids handling facilities.

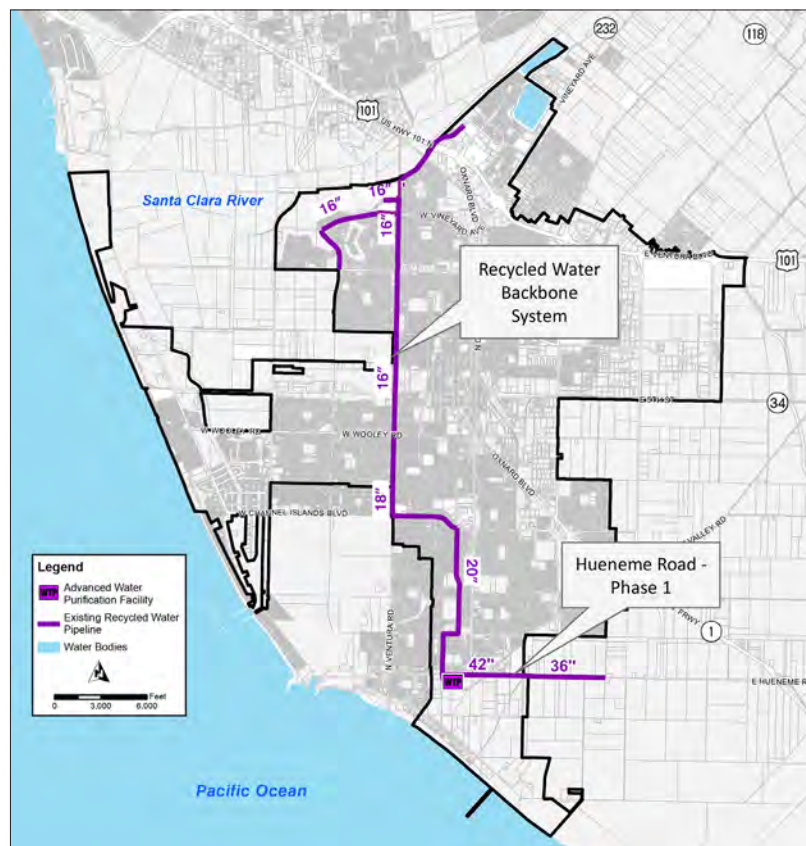


Figure 8. The City serves both urban and agricultural reuse customers with recycled water.

operation. Figure 9 provides a schematic of the treatment facility. For this phase, the current capacity is allocated to urban irrigation, industrial reuse, agricultural irrigation, and indirect potable reuse. As subsequent phases of the Advanced Water Purification Facility finish, the preferred schedule will be to first deliver recycled water to recycled water users currently under contract, second to indirect/direct potable reuse, and third to additional agricultural users, which could benefit the City groundwater due to pump-back credits.

The City is constructing an Aquifer Storage and Recovery Demonstration well (ASR Demo Well), which is expected to finish in 2018. The construction of this well is grant funded and will serve as a test well for understanding how indirect potable reuse will work moving forward. Initially, the ASR Demo Well will be used as an aquifer storage and recovery well for the recycled water system. In this case, recycled water from the Advanced Water Purification Facility will be injected into the ground and then extracted and returned to the City's recycled water system for irrigation use. Ultimately, once all of the required start-up testing and monitoring is complete, the well will switch

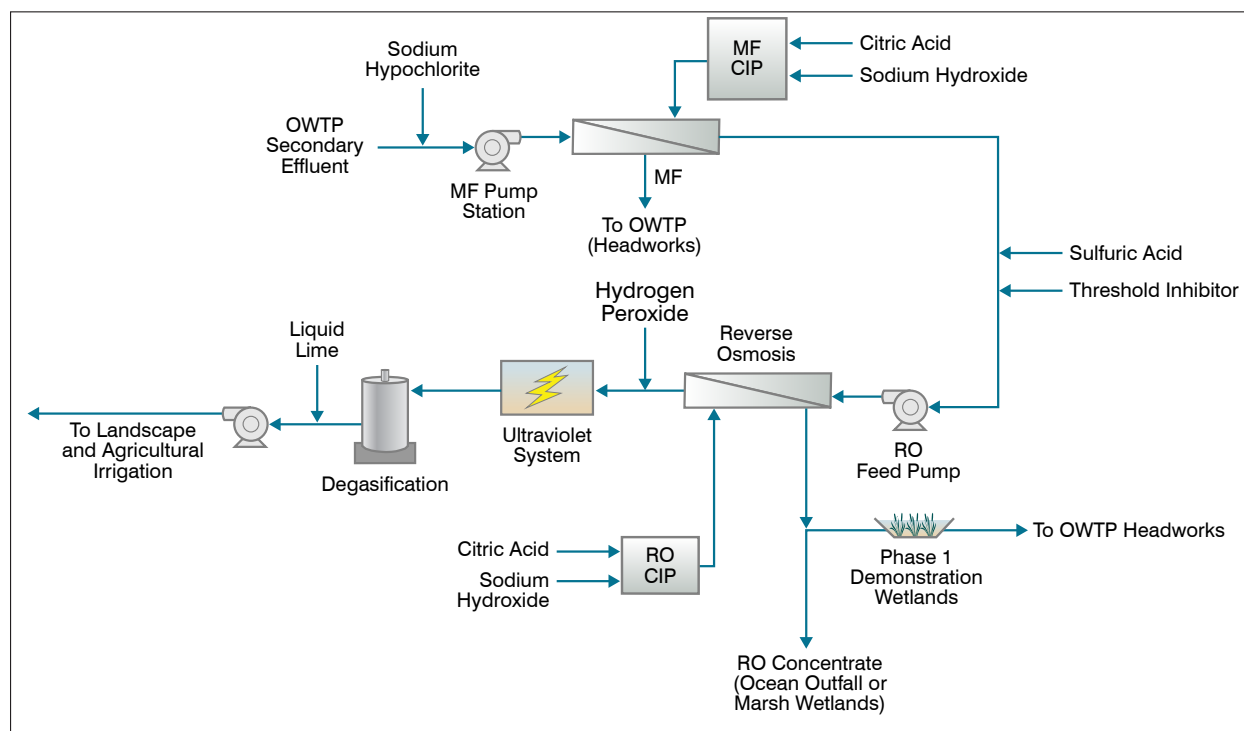


Figure 9. The Advanced Water Purification Facility includes microfiltration, reverse osmosis, and advanced disinfection.

to indirect potable reuse operation, and the extracted water will be conveyed to the nearby Water Campus (Blending Station No. 1) for disinfection and injection into the potable system.

STORMWATER

The City's stormwater system serves the City and surrounding lands that drain into Oxnard, an area that covers approximately 35 square miles. Drainage channels for this area are either partly or completely under the jurisdiction of the Ventura County Watershed Protection District and discharge directly into the ocean or into the Ventura County facilities before discharging to the ocean. The City's existing storm drainage system collects and conveys stormwater runoff from developed and undeveloped areas throughout the City.

During the condition assessment, the City's stormwater system was found to be in relatively good condition, with only 12 percent in poor or very poor condition. During the level-of-service analysis, significant surcharging was found for a 10-year, 24-hour storm event in the City's storm pipes located in the downtown core of the City. However, this surcharging is likely not related to the drainage pipe's capacity as much as it is to the Ventura County Channels' conveyance capacity. In similar locations, the existing storm drain system lacks sufficient capacity to convey the 100-year design runoff while meeting the flooding criteria.

Although major upgrades to the City's existing stormwater system are not needed, the City might benefit from adding a dry weather diversion into its system. Dry weather flows, including flow from irrigation runoff, pool draining, washdown water, construction work, and likely shallow groundwater infiltration, could be diverted to the wastewater plant for treatment and potential reuse at the Advanced Water Purification Facility.

Additionally, the City recently completed a Green Alleys Plan, the goal of which was to identify City alleys that are good candidates for green alley projects and to provide a framework to guide the future design and implementation of these projects. In reviewing the Green Alley program results, some of the high priority public alleys were noted to overlap with the observed

Stormwater System — At-A-Glance:

- City owned - Approximately 162 miles of storm drains and open channels and 5 stormwater pump stations
- Ventura County owned - Approximately 28 miles of open channels

areas of flooding. Figure 10 shows the areas of high priority for Green Alleys projects, along with the existing flooding areas.

In addition to the structural needs addressed above, the City faces a total maximum daily load restriction for indicator bacteria in the Santa Clara River Estuary. This load limit will require participating agencies, including Oxnard, to prepare an implementation plan that outlines proposed activities to reduce the bacteria and trash loads to the Estuary.

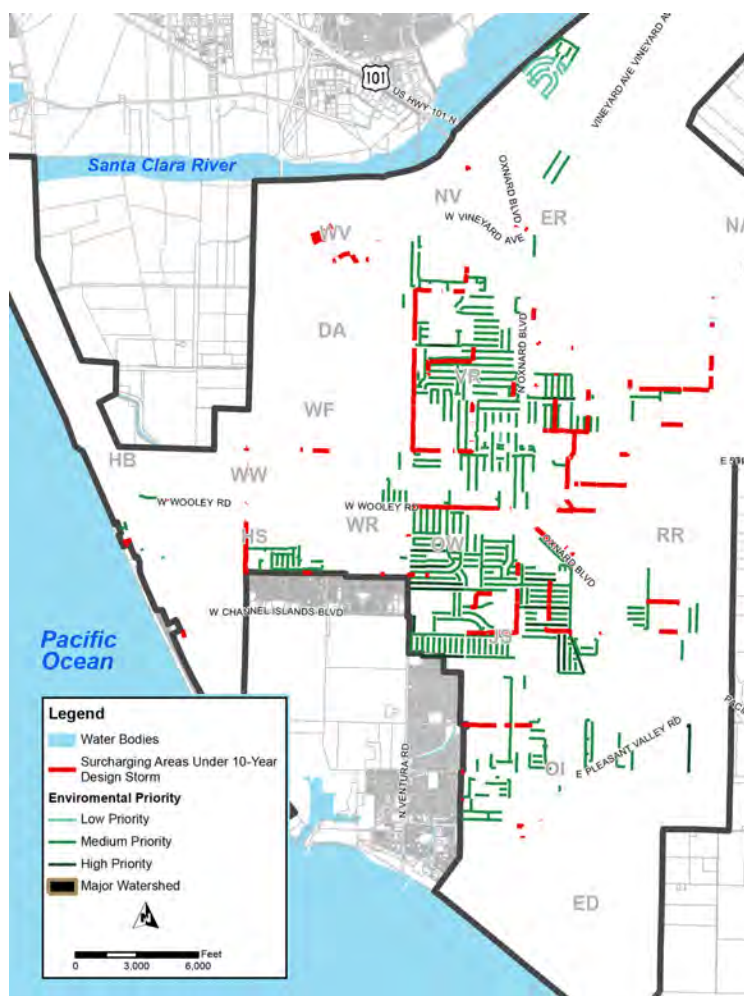


Figure 10. High Priority Green Alleys Environmental Improvements and Flooding Areas.

SUMMARY OF FUTURE NEEDS

When considering the future needs of each water system, categorizing them by their corresponding planning driver is helpful. Table 2 matches each future need with its planning driver.

Table 2. Summary of Future Needs Categorized by Planning Driver

Driver	Water	Wastewater	Recycled Water	Storm Water
Repair and Replacement (R&R)	• Cathodic protection • Select water main replacement due to age and fire flow needs • Routine maintenance on blend stations • Automatic Meter Reader Devices • Security needs	• Repair and/or replacement needed on almost every treatment plant process • Seismic/structural upgrades needed on several facilities • Cathodic protection of buried plant piping, clarifiers and digesters • Select sewer replacement due to age	• Minor improvements to the advanced water purification facility	• Select storm water pipeline/culvert replacement due to age and condition
Regulatory		• Potential addition of nitrification/denitrification		• Infiltration basin to meet total maximum daily load allocation for indicator bacteria
Operational Optimization	• Electrical rehabilitation • Generator and ATS service • Turnout service	• Biotower removal • Interstage pumping reconfiguration⁽¹⁾	• Addition of diurnal storage and booster pumping	
Growth/ Capacity/ Water Supply	• New potable wells • Upgraded pipelines to meet projected demand • Pressure zone separation	• Solids process expansion • Expansion of select sewer pipelines	• Expansion of advanced water purification facility • Addition of aquifer storage and recovery wells • Addition of recycled water distribution forcemains	
Resource Sustainability		• Blower and cogeneration replacement • Fats, oils and grease receiving station		• Dry weather stormwater diversion • Incentive program to encourage using stormwater as an offset to potable use
Improved LOS	• Additional desalting capacity to improve water quality • Pressure zone separation			

(1) Project satisfies driver for Resource Sustainability as well.

6. KEY FEATURES OF THE RECOMMENDED 25-YEAR PLAN

With future needs identified, recommended projects can be developed to meet those needs. This section presents the rationale for the City's Capital Improvement Plan (CIP). The complete CIP is presented at the end of the Executive Summary.

The complete CIP is presented at the end of the Executive Summary. These projects cover the needs of the entire planning period for this Integrated Master Plan (through 2040).

For each system, the set of recommended projects uses the existing system's condition assessment, capacity, and performance needs in meeting projected future demands and the water quality objectives summarized below. Once the implementation timing was determined based on the technical aspects noted

above, the CIP was then revised, as needed, to meet the City's near-term financial and budget limitations noted in the Cost of Service Studies. These projects cover the needs of the entire planning period for this Integrated Master Plan (through 2040). Though the overall Capital Improvement Plan was combined and integrated to account for potential linkage opportunities, each system plan is presented individually for added clarity and simplicity.

The lists presented in the CIP should be considered "draft" until the environmental review and assessment for the Integrated Master Plan are complete. Once the environmental review process is complete, the recommended project list will be reviewed and revised as necessary and made final.

The recommended projects are based on evaluations of conventional and advanced treatment requirements, the analysis of master plan alternatives and scenarios from the previous sections, numerous integration workshops and meetings with the City, and additional facilities planning conducted after the December 2015 publication of the project memos.

CAPITAL COSTS

The estimated capital (or project) costs presented are based on preliminary layouts and suggested unit process sizes. Construction costs have been estimated using information from estimating guides, equipment manufacturers, previous City construction projects, and construction costs of similar facilities designed by Carollo Engineers.

While the estimated construction costs represent the average bidding conditions for many projects, variation in bidding climate at the time the facilities are constructed could affect actual costs. The facilities' size may also be refined during preliminary and final design based on the most current operational information available. As a result, the actual construction costs may be lower or higher than estimated.

Although costs have been adjusted to cover special conditions known at this time, planning estimates are not as accurate as estimates prepared in conjunction with final design. The overall expected level of accuracy of the project cost estimates prepared for this Integrated Master Plan is +30 percent to -20 percent, which is consistent with the guidelines established by the American Association of Cost Engineers for planning studies.

Capital (or project) costs for the Capital Improvement Plan are based on a February 2015 20-City Engineering News Record Construction Cost Index of 9962 and were adjusted for City location as necessary. This date is used as the base level to which construction costs are adjusted, unless otherwise noted in the CIP. Therefore, all costs presented will reflect February 2015 cost levels. This means that actual costs may be higher than presented, depending on when the facilities are finally constructed. For the financial analysis, the estimated costs are escalated to the projected time of construction.

PROJECT PHASING

The projects presented in the Capital Improvement Plan were split into three projects timing phases:

- Immediate Needs (First 2 years)
- Near-Term Needs (Years 3 to 5)
- Long-Term Needs (beyond 5 years)

This project timing matches the Cost of Service Studies approved (Carollo, 2017).

While the estimated project costs and phasing presented are consistent with those developed for the Cost of Service Studies (Carollo, 2017), the actual timing implemented for those phases may differ. Some of this is because the timing and implementation of certain projects use assumptions with a range of uncertainty. These uncertainties include the rate of population growth, timing and performance standards for future regulatory requirements, the outstanding planning considerations mentioned above, and the development of new technologies and associated reliabilities. Thus, while the overall investment and total Capital Improvement Plan budget over the 25-year planning horizon is consistent with the Integrated Master Plan and the Cost of Service Studies, the implementation timing of some projects may differ with the variability in the underlying assumptions of Integrated Master Plan drivers.

While the estimated project costs and phasing presented are consistent with those developed for the Cost of Service Studies (Carollo, 2017), the timing implemented for those phases may differ.

Because Blending Station No. 1/6 and Blending Station No. 3 are the most favorable locations for potable ground-water pumping due to the significant existing infrastructure in both locations, these sites were selected for locating the new potable wells.

In general, most of the City's distribution system is capable of handling current and future demand flows, with the exception of some pipes in the immediate vicinity

of the blending stations. As demands rise, the velocities in these pipes will likely exceed level-of-service criteria. Although the list of recommended projects includes replacing these pipes, the exact year for replacement needs to be determined after coordination with the Cost of Service Studies and the Project Memorandums contained in this Integrated Master Plan.

Also of note is a separate project indirectly related to water supply, which involves constructing a dedicated concentrate pipeline from Blending Station No. 1/6 to the Wastewater Treatment Plant's ocean outfall. This pipeline is especially needed since increasing the desalting capacity as local groundwater pumping increases is recommended. Furthermore, the City discharges brine from the existing desalter back to the Wastewater Treatment Plant, which, over time, could adversely affect the Advanced Water Purification Facility. Adding a dedicated concentrate pipeline could prevent this from occurring.

WATER SYSTEM

Figure 11 illustrates the location of the recommended water system improvements for securing and sustaining the City's water supply. Since the recommended projects work in concert with the recycled water improvements, both are shown together.

Water Supply

Securing a sustainable water supply for the City will come through a combination of additional potable water pumping and recycled water aquifer storage and recovery. As such, new potable water supply wells are needed to maintain the reliability of the City's local groundwater pumping operation and to add system reliability. These new wells will replace and bolster the City's current local groundwater pumping capacity.

Repair and Replacement

A number of projects related to repair and replacement for the water system were identified through the efforts of this Integrated Master Plan and City staff. These improvements are broken down into two broad categories: above-ground assets (blending station/treatment) and below-ground assets (distribution system piping).

Blending Station/Treatment. Replacing the cathodic protection systems is needed for the desalter and steel permeate storage tank. The water Supervisory Control and Data Acquisition (SCADA) system is also slated for complete replacement and upgrade.

Distribution. Distribution system piping improvements are needed for the replacement of aging pipes

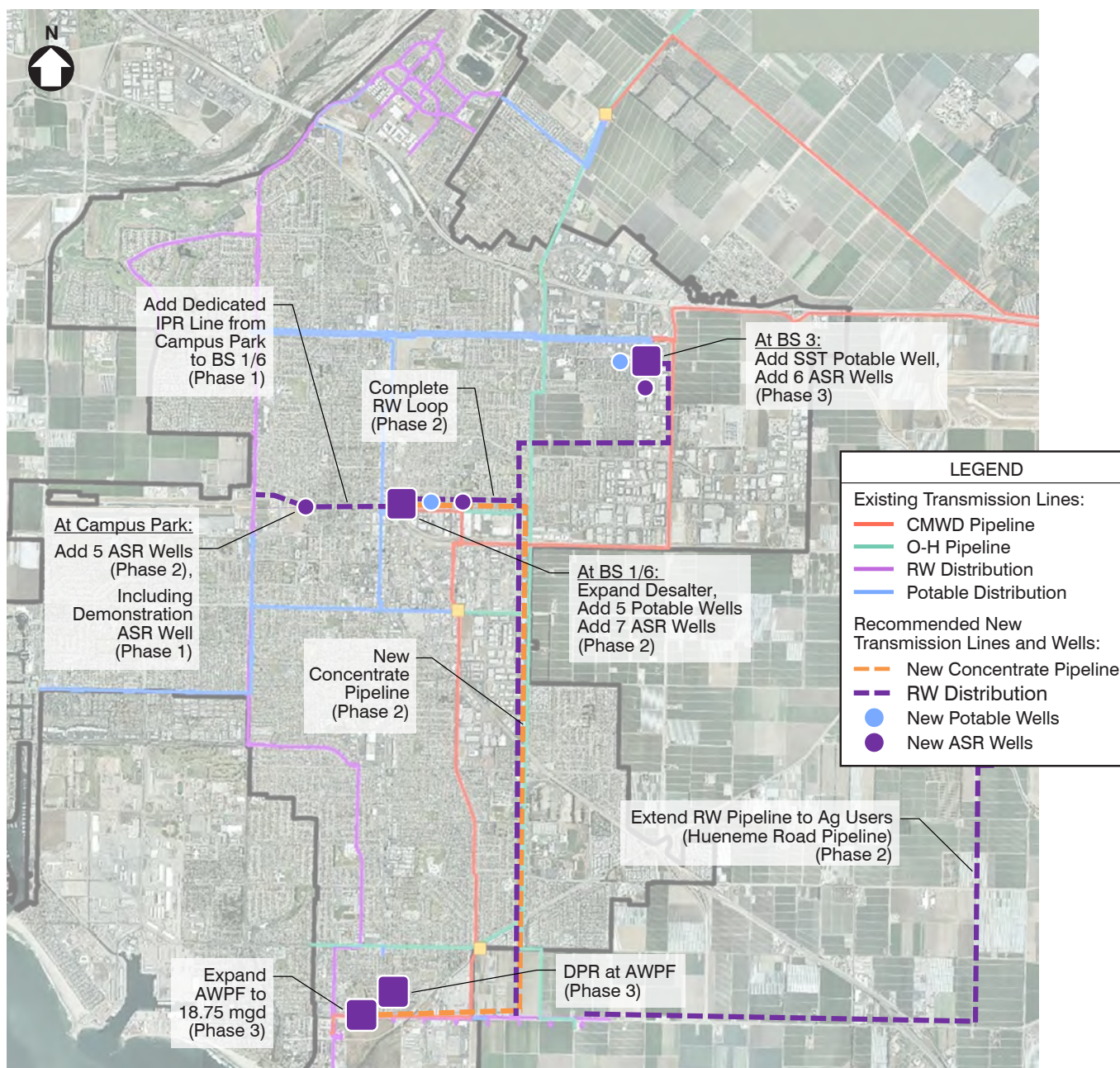


Figure 11. Recommended water/recycled water projects for water supply.

to meet reliability and redundancy requirements, and to protect public health. New piping is recommended to provide adequate fire flow water. Cathodic protection projects were identified for several key water force-mains throughout the City. Replacing the automatic meter reader devices is also imperative for accurate billings and water use data.

For potable water customers, water quality and pressure are the two most readily perceived issues with water service.

Operations Optimization

The City is also working on several optimization projects for the City's water system operation. These projects were identified and included as recommended projects in the CIP.

Improved Level of Service

For potable water customers, water quality and pressure are the two most readily perceived issues with water service. If the City is to maintain and improve

its high level of service to its customers, two main projects are recommended, and are described below.

Water Quality. Because of the groundwater supply's high level of hardness, the City operates a desalter to reduce the hardness level of blended water to approximately 350 mg/L. However, many customers still find the water dissatisfying and run their own softeners. These softeners increase the salt concentration, which adversely affects the Wastewater Treatment Plant and Advanced Water Purification Facility.

To improve the quality of the water supply, increasing the current and future supply's desalting capacity so it can meet a target hardness level of 100 mg/L is the most cost-effective option. To facilitate this project, the existing 7.5 million gallon per day desalter located at Blending Station No. 1/6 will be expanded to a total treated water capacity of 15 million gallons per day.

Water Pressure. Based on the pressure zone analysis, it is recommended to reduce service pressures outside of the established delivery pressure criteria by breaking its single pressure zone distribution system into four pressure zones: North, Coast, Central, and South. Figure 12 illustrates these pressure zone areas.

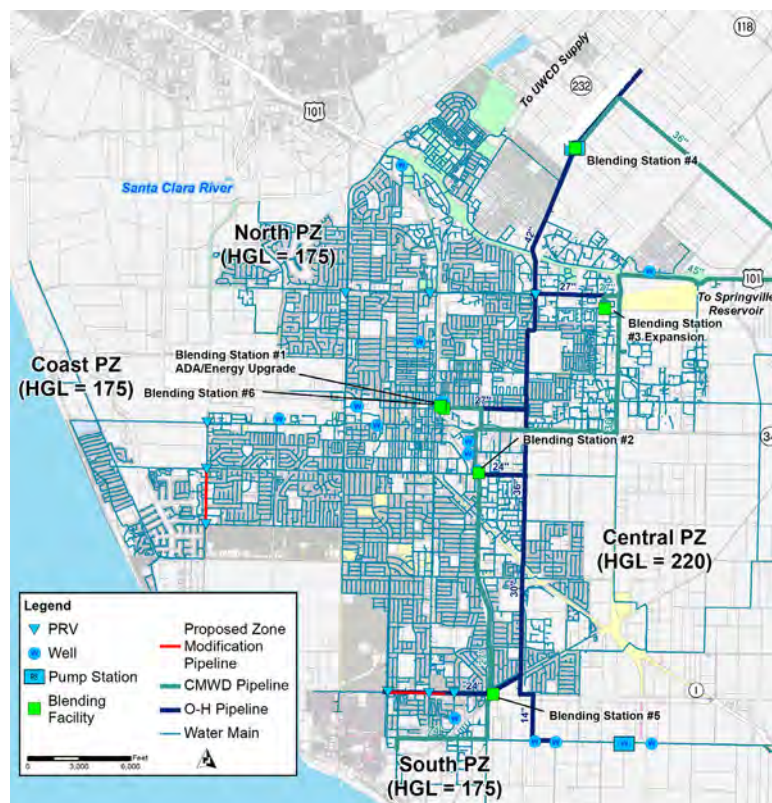


Figure 12. Proposed Pressure Zone Separation within the City's Water System.

WASTEWATER

Figure 13 shows the recommended projects for the wastewater treatment facility, which are categorized by implementation phase. The projects and phasing shown here represent one possible solution to upgrading the Oxnard Wastewater Treatment Plant. Between the time of original publication of the Final Draft Plan in 2015 and this Revised Final Draft publication in 2017, the City continued to review and optimize the recommended policies, projects and programs. Therefore, certain wastewater projects have been refined and updated. However the overall intent is the same, to upgrade the facilities that have served their useful life to achieve improved financial and implementation strategies, to accommodate technology updates, and address climate change strategies. It should be noted that these refinements and optimizations were generally not related to capacity needs.

Two overarching wastewater treatment locations were considered, namely, repair in place and relocate most of the wastewater treatment plant. Both are described in this section.

COLLECTION SYSTEM

Capacity

Projects related to increasing the wastewater system's capacity involve the collection system, and these projects are relatively few. Specifically, there are three main capacity projects, all of which are identified in the CIP.

Repair and Replacement/Improved Performance

Collection System. There are approximately a dozen identified repair and replacement and performance-based projects which are summarized in the CIP. These projects are located in various places throughout the City's collection system.

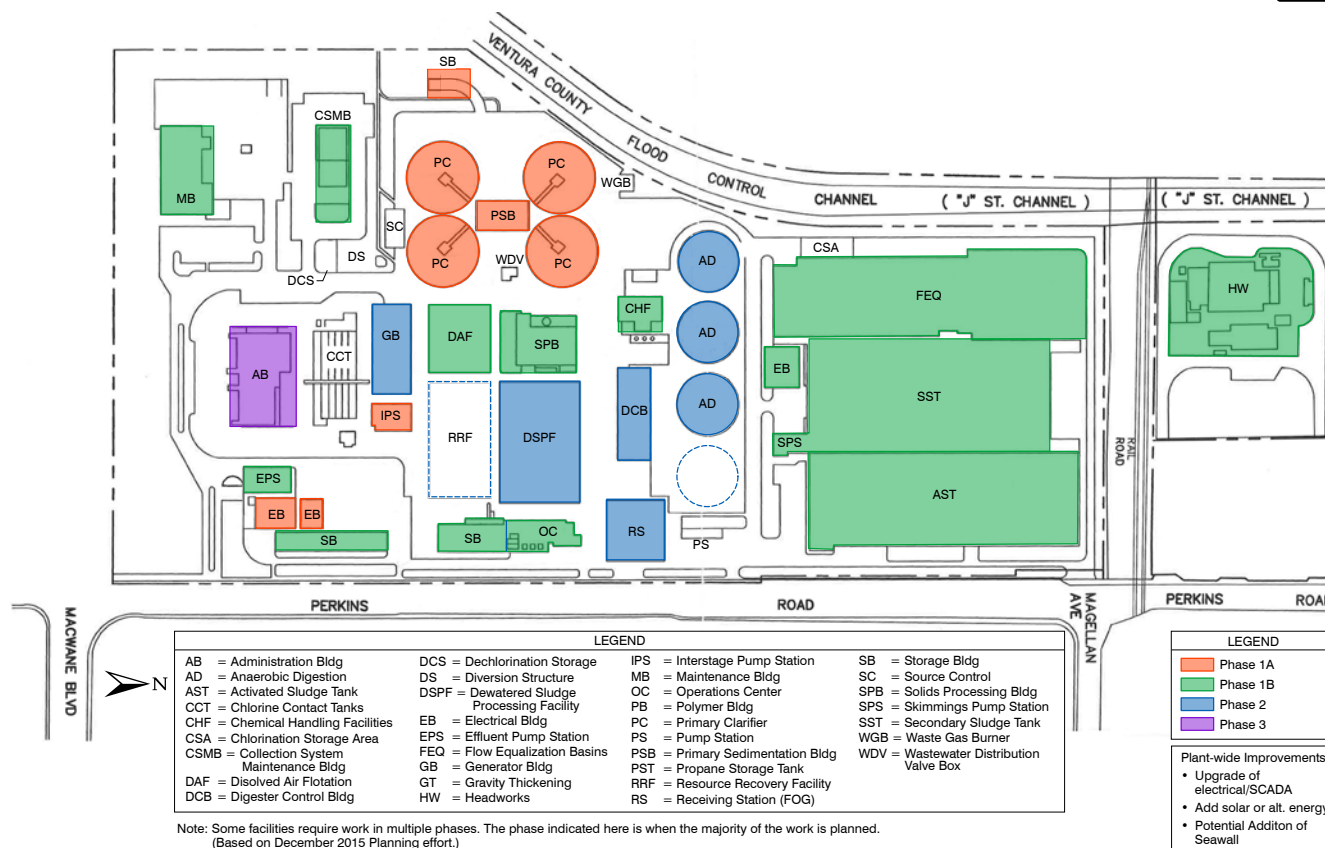


Figure 13. Recommended Wastewater Treatment Plant Projects by Implementation Phase.

TREATMENT SYSTEM

Repair and Replacement

Headworks. The proposed headworks improvement projects are to improve reliability and to help maintain a fully functioning and permit-compliant facility.

Primary Treatment. All four clarifiers and the associated primary clarifier building need to be replaced to increase the treatment plant's reliability and safety for plant operators due to seismic criteria and deteriorated condition. A new influent new splitter box is recommended to improve flow control.

Secondary Treatment. Based on the plant condition assessment and seismic evaluation, several improvements were identified in the secondary treatment process. Because the secondary process has sufficient capacity to meet future needs, the recommended projects are intended to address aging facilities and to improve operability and performance rather than increasing capacity.

Disinfection. For continued reliability of the disinfection system, concrete repairs and a new interior coating are recommended on the disinfection contact tank. Replacing the associated gates and operators

as well as the sodium hypochlorite storage tanks and pumps is also recommended.

Effluent Pumping. The effluent pump station building and the associated effluent pump station equipment, all nearing the ends of their useful lives, should be replaced. These improvements will provide reliability for downstream users and will enhance safety for plant operators.

Solids Treatment. Based on the plant condition assessment and seismic evaluation, several improvements were identified in the solids treatment processes. Furthermore, the solids handling facilities do not have sufficient capacity for the expected increase in sludge production from removing the biotowers and adding an anaerobic selector in the activated sludge tanks. Because of these anticipated changes, additional solids handling units are needed.

Cogeneration. Because a seismic review found the cogeneration building to be nonconforming for the Immediate Occupancy performance level, replacing the building and the associated cogeneration equipment is recommended. However, because this project is not as critical as some of the others listed, it is slated

for a later phase of the plan. An interim replacement for the building roof will be needed in the immediate future.

Electrical Systems. The majority of the existing electrical equipment at the treatment plant is in poor condition and needs to be replaced. All of the motor control centers (MCCs) throughout the plant are past or nearing the ends of their useful lives. In addition, the existing generators cannot be brought online quickly enough to meet new standards for emergency standby. Thus, new generators are recommended to supply the plant with emergency power. Furthermore, a new supervisory control and data acquisition (SCADA) system is needed for adequate plant process operation and control.

Non-Process Facilities. Various assessments for this Plan also identified several non-process facilities improvements. The major improvements are as follows:

Various assessments for this Plan also identified several non-process facilities improvements.

- Cathodic protection of major treatment plant assets and annual cathodic protection maintenance
- Repaving the plant site once major improvements have been completed
- Adding a new Computerized Maintenance Management System (CMMS) for more uniformity and the ability to share data between divisions and departments
- Replacing various heat pumps and air conditioning condensing units with more efficient models

Resource Sustainability

Several projects focusing on resource sustainability were also identified. These projects were aimed at recovering resources onsite and decreasing waste sent offsite. Some of the projects also address issues with resiliency and reliability from potential climate change effects. These projects are described below.

Some of the projects also address issues with resiliency and reliability from potential climate change effects.

- Add a **fats, oil, and grease receiving station** to provide flexibility in timing the addition of fats, oil, and grease to prevent slug loading, which can lead to digester upsets. Adding a receiving station will also allow fats, oil, and grease to be added when energy costs are high.

- Add **solar cells** to the rooftops and carports throughout the facility. Adding solar cells would increase the amount of energy produced onsite, thus helping the OWTP become energy self-sufficient.
- Add a **membrane bioreactor (MBR)** to address potential nutrient requirements placed on the outfall from increased levels of water reuse that concentrate ocean discharge. Adding membrane bioreactors is recommended as a “placeholder” technology to replace the secondary sludge tank. The bioreactors would treat all wastewater flow.
- Add **ultraviolet/advanced oxidation process** as a recommended additional step after installing the membrane bioreactors. This process would allow flows to be sent to the Advanced Water Purification Facility. One concern with a high reuse percentage is that the concentrate will not properly disinfect water. If this occurs, an additional disinfection process is recommended to address potential pathogen and toxics concerns.
- Allocate funds for the future **seawall** to protect the low-lying plant site from the potential effects of sea level rise. Predictions show that by 2040, the 100-year storm sea level could rise as much as seven feet, which would flood every major process unit.

Alternative Treatment Plant Location

Improvements to the treatment facilities on the existing plant site as previously described is considered the most viable short-term option. In the long-term, however, possibly relocating all or many of the treatment processes to a different location near the Advanced Water Purification Facility could be more attractive because of the extent of repair and replacement needed at the current site, and due to the potential flooding risk from rising sea levels.

To evaluate both sites, a preliminary master planning-level cost estimate was developed, which revealed little difference in the comparative cost of building wastewater treatment plant facilities in either location. It should be noted that for this high-level comparison, conventional secondary treatment was assumed for both options. However, further assessment is needed to confirm the selection of conventional secondary treatment and/or nutrient reduction, especially in light

of the various regulatory and integration aspects of the water reuse program.

If the City chooses to relocate some or all of the processes to a new site, it would need to further consider the regulatory, timing, and financial feasibility. Specifically, planning work could take approximately five to ten years to complete. Because these efforts take time to finish and much of the Wastewater Treatment Facilities are in poor condition, a number of critical improvement projects must be completed before moving forward.

RECYCLED WATER

The location of the recommended recycled water system improvements was shown previously in Figure 11. These improvements are shown together because the water and recycled water improvements work in concert with one another to offer a new sustainable water supply.

Repair and Replacement

The Advanced Water Purification Facility was completed in 2012 and is now operating at full capacity. For this facility, only minor improvements are considered. Over time, the City is planning to retrofit the connection to approximately 40 urban irrigation customers for recycled water delivery.

Water Supply

A key component of providing a sustainable water supply is the use of indirect potable reuse with recycled water from the City's Advanced Water Purification Facility. For this reason, the recommended water supply projects for the recycled water system will involve expanding the system to operate as an indirect potable reuse system. These expansions are described below.

Treatment. Phase 2 will involve expanding the existing 6.25-million gallons per day Phase 1 Advanced Water Purification Facility. This facility of membrane and disinfection treatment trains can be modularly expanded without requiring additional ancillary equipment, such as cleaning and support systems. A Phase 3 expansion of the Advanced Water Purification Facility would require more treatment and ancillary equipment be added to meet the additional capacity, along with influent flow equalization.

Recycled Water

Distribution. Current efforts to expand the recycled water distribution system have focused on delivering recycled water to urban and agricultural users east of the City, which will be accomplished with Phase 2 of the

Hueneme Road Pipeline. The alignment of this pipeline will start at the terminus of the Hueneme Road Phase 1 Pipeline and terminate just before Lewis Road. The pipeline will also supply farmers with an agricultural demand of up to 5,200 acre-feet per year depending on the recycled water supply available.

Phase 2 includes construction of the recycled water loop, which will feed the various proposed aquifer storage and recovery locations at Campus Park and Blending Station No. 1/6. The recycled water loop starts at the existing Recycled Water Backbone pipeline and completes the remaining three sides of the loop with a combination of 20-, 24-, and 30-inch pipelines (see Figure 11). For Phase 3, a 24-inch pipeline should be installed that connects Blending Station No. 3 to the recycled water loop.

Indirect Potable Reuse. Implementing indirect potable reuse as a supplemental water supply within the City is planned to occur in phases, which are described below.

Phase 1 involves constructing the ASR Demo Well, as previously discussed. In adding this well, the City can assess the feasibility of the indirect potable reuse process in real-time and refine the assumptions for the aquifer capacity and the quality of extracted water.

For Phase 2, the majority of the aquifer storage and recovery wells would be installed for supplemental water supply use, which would also occur in phases. First, the Campus Park site would be "built out," adding four additional aquifer storage and recovery wells, each with its own set of monitoring wells (i.e., three monitoring wells per recovery well). Currently, a "built-out" aquifer storage and recovery site would also have operational storage sized to offset peak hour flows, booster pumping, and add conditioning

Adding these wells will correspond to the Phase 2 expansion of the Advanced Water Purification Facility and should help to meet potable water demands through approximately 2030.

facilities, such as disinfection and fluoride. However, because the Campus Park site is close to Blending Station No. 1/6, housing the ancillary equipment at Blending Station No. 1/6 makes more sense. Thus, extracted indirect potable reuse water would be conveyed from Campus Park to Blending Station No. 1/6 for storage and conditioning.

After the Campus Park aquifer storage and recovery wells are built out, four wells would be added near Blending Station No. 1/6 site and additional property near Blending Station No. 1/6 would need to be acquired, which the City has discussed with property owners. Adding these wells will correspond to the Phase 2 expansion of the Advanced Water Purification Facility and should help to meet potable water demands through approximately 2030.

To provide direct potable reuse at some future date would involve adding more aquifer storage and recovery wells, located at Blending Station No. 3, and/or additional facilities. Direct potable reuse circumvents injecting recycled water into the groundwater basin or extracting it, allowing the water to be discharged into above-ground storage tanks instead. After a period of monitoring and verification, the water can then be combined with the potable water system. These storage tanks could be located near the Advanced Water Purification Facility.

STORMWATER

Figure 14 shows the relative recommended project locations for the Stormwater System's necessary capacity upgrades.

Repair and Replacement

Approximately 12 percent of the stormwater collection assets evaluated need immediate attention or attention within the next five years. This percentage equates to approximately 20 projects related to repair and replacement, which should be addressed in Phase 1.

Capacity

Stormwater collection system improvements focused on the capacity needs determined from collection system modeling. The modeling identified over a dozen main capacity projects, which are summarized in the CIP to

address the stormwater systems' capacity needs over the next 25 years. These projects include upgrading sections of culvert and/or piping to reduce surcharging and flooding in specific areas throughout the City.

Regulatory

In response to the total maximum daily load for indicator bacteria placed on the Santa Clara River Estuary, a draft Implementation Plan was developed in March 2015. Within the Implementation Plan, potential infiltration basins and subsurface infiltration basins for both dry and wet weather stormwater are recommended throughout the watershed, including one located at South Bank Park in Oxnard. The City will be expected to cover the cost of this infiltration basin, which helps mitigate the regulatory requirements.

Resource Sustainability

Two opportunities exist for making the City's stormwater system more sustainable for creating and conserving water for potable use. These opportunities are described below.

The first opportunity would be to divert dry weather stormwater channel flows to the Wastewater Treatment Plant for treatment and potential reuse at the Advanced Water Purification Facility. Typically, dry weather flows include flow from irrigation runoff, pool draining, washdown water, construction work, and other related activities. In Oxnard, dry weather flow is likely shallow groundwater infiltration. Diverting this dry weather flow could potentially create another water source, albeit a small one, for the City's reuse program.

The second opportunity is to create a citywide incentive program that targets capture stormwater to offset potable water use. This program would let interested residents retrofit their homes with rain barrels or rain cisterns to help decrease flooding and encourage residents and developers to be proactive in using stormwater. The cost for such an incentive program depends entirely on its size and the amount the City is willing to offset. It should be noted, however, that since the

Two opportunities exist for making the City's stormwater system more sustainable for creating and conserving water for potable use.

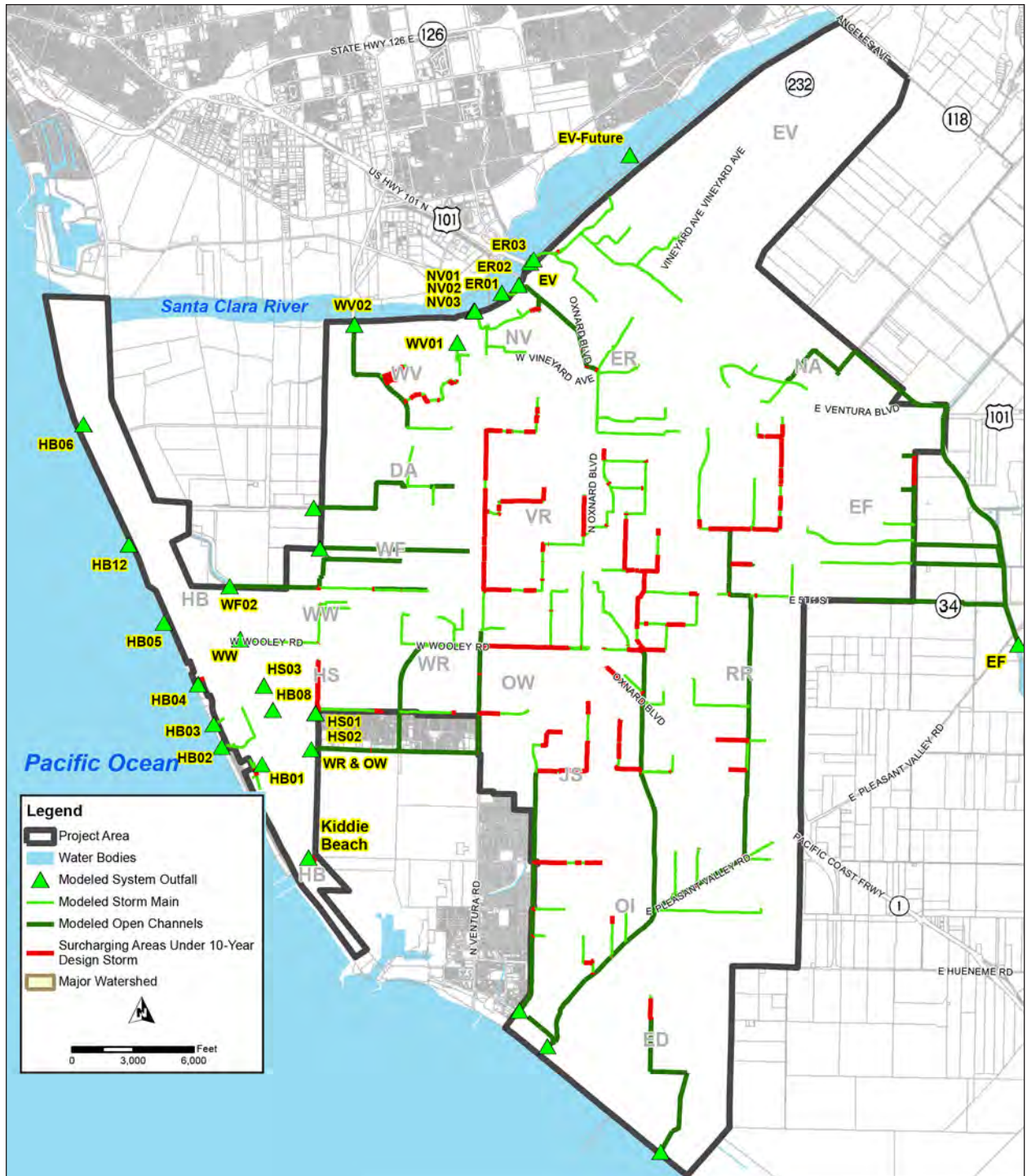


Figure 14. Capacity upgrades needed for 10-year design storm under 2040 conditions.

City of Oxnard is located on a shallow perched aquifer, this Integrated Master Plan recommends that any incentive program focus on onsite capture and irrigation use instead of infiltration to decrease customers' potable water use.

Integrated Overarching Systems

For this Integrated Master Planning effort, several overarching systems were reviewed and evaluated for upgrades. For instance, the planning effort included upgrades to the **Supervisory Control and Data Acquisition (SCADA)** systems for the water and wastewater systems to match the state-of-the-art

system currently installed in the Advanced Water Purification Facility. The City's **security systems** were reviewed and guidelines/recommendations were made to enhance security for the City's facilities.

In addition, the planning effort made several recommendations for updating the City's **data managements systems**. These recommendations included upgrades to the City's Geographical Information System database and Computerized Maintenance and Management System for accurate and timely tracking and managing of the City's water assets.

Several overarching systems were reviewed and evaluated for upgrades.

7. SUMMARY OF RECOMMENDED CAPITAL IMPROVEMENT PLAN COSTS AND IMPLEMENTATION SCHEDULE

In combining the water system utility plans to produce the Integrated Master Plan, the City developed a Capital Improvement Plan that provides a cost-effective, reliable, resilient, and highly functioning water infrastructure for the next 25 years. The exact timing of the CIP's phases depends on many factors, including the rate of population growth, the timing and performance standards of future regulatory requirements, the outstanding planning considerations mentioned previously, and the development

of new technologies and associated reliabilities. This Integrated Master Plan has built-in flexibility to accommodate these anticipated changes.

Table 3 summarizes the Capital Improvement Plan project costs by implementation timing for the recommended projects. Timing for designing and constructing the Integrated Master Plan facilities can be seen in the CIP provided herein.

Table 3. Recommended Overall Capital Improvement Plan for the City's Integrated Master Plan

PLAN IMPLEMENTATION TIMING	Years 1 to 2 (FY 2017/18 - 2018/19)	Years 3 to 5 (FY 2019/20 - 2021/22)	Years 6 to 10 (FY 2022/23 - 2026/27)	Years 11-16 (FY 2027/28 - 2032/33)	Years 17-23 (FY 2033/34 - 2039/40)	Total ⁽¹⁾
Water	\$3,175,000	\$61,839,333	\$62,527,333	\$19,238,333	\$80,600,000	\$227,380,000
Wastewater ⁽¹⁾	\$8,405,000	\$68,425,064	\$244,311,000	\$58,908,334	\$112,983,933	\$493,033,330
Recycled Water	\$11,166,667	\$81,033,333	\$57,500,000	\$80,500,000	\$22,200,000	\$252,400,000
Stormwater	\$8,363,333	\$18,118,000	\$2,936,667	\$1,338,000	\$1,930,000	\$32,686,000
Total by Phase	\$31,110,000	\$229,415,730	\$367,275,000	\$159,984,667	\$217,713,933	\$1,005,499,330

(1) Project costs correspond to refinements and updates provided by City after Dec. 2015 publication date.

8. SUMMARY

The projects/programs/policies recommended in this Integrated Master Plan support the City's positions and most current thinking, direction, and needs related to the master planning drivers. However, these factors could change depending on the outcome of several key outstanding planning considerations. Carollo has noted four key outstanding planning

Carollo has noted four key outstanding planning considerations that could particularly affect the outcome, timing, and phasing of the policies, projects, and programs noted in this Integrated Master Plan.

considerations that could particularly affect the outcome, timing, and phasing of the policies, projects, and programs noted in this Integrated Master Plan. These key considerations are listed and described below.

- Eventual location of all or parts of the Wastewater Treatment Plant.** Two major options are being considered: 1) continue treatment in the same location by repairing and replacing most of the facilities, or 2) relocate treatment, all or parts of it, to a completely new site. Not only would continuing in the same location require most of the major processes to be repaired and replaced, but potential seawater intrusion from rising sea levels is also a concern. Conversely, relocating all or parts of the plant to a new site reduces site issues, but it also presents a challenge in implementation. Many of the existing Wastewater Treatment Plant facilities need to be upgraded immediately due to age and condition. Constructing new facilities at a new site would require a longer lead-time to acquire the land and plan, design, and implement the facilities.
- Regulatory considerations for the existing Wastewater Treatment Plant/Advanced Water Purification Facility outfall based on overall water infrastructure operation.** As more water is proposed for reuse throughout the City and regional area instead of being discharged to the ocean, unintended consequences may arise from trying to meet the end-of-pipe requirements in the City's outfall. Impacts could include limits on the Advanced Water Purification Facility's ultimate capacity, the need to nitrify and denitrify the secondary effluent before discharge, and changes in local limits for industrial users. Although preliminary potential mitigation measures have been explored through this Integrated Master Plan, conversations with regulators must continue until an approach providing the most cost-effective and reliable benefit is determined.
- The Fox Canyon Groundwater Management Agency and future groundwater allocations.** Developing a sustainable water supply for the City's future depends on the long-term yield of the existing groundwater basin and the allocation apportioned to the City, which are closely tied to the drought conditions and the availability of the natural supply. Thus, this Integrated Master Plan used certain assumptions about future allocations to consider the best- and worst-case conditions and to provide flexibility for working with these parameters. However, the future of groundwater is highly uncertain and must be monitored frequently to ensure the City's ability to plan for changes as they occur. It must also be noted that because of the 2015 Groundwater Management Act, changes are imminent but are not fully defined at this time.
- Future of imported Calleguas and Metropolitan Water District (MWD) of Southern California water.** As the drought continues, regional water authorities have discussed the best ways to address the region's future water supply. For example, MWD is considering adding both indirect potable reuse and seawater desalination plants in its area. Therefore, the City continues to stay up-to-date on the possibilities of regional desalting and/or desalination facilities, which could provide an alternative supply of drinking water to the City. This would allow for some of the Advanced Water Purification Facility's capacity to be used for more potable offset or for groundwater replenishment.

Capital Improvement Plan

Table B1 Potable Water System Capital Improvements Program (CIP) Projects

Project ID 2017	Project ID 2015	Project Name	Project Description	Driver	Start Year	Years to Implement	Total	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2033/34-2039/40)
Production Total							\$47,590,000	\$1,955,000	\$13,705,000	\$30,350,000	\$1,580,000	\$0
W-1	W-P-35	Existing desalter upgrades	Membrane replacement, CIP automation, electric valve actuator replacements, discharge piping reconfiguration	R&R	2017	5	\$5,000,000	\$930,000	\$4,070,000	\$0	\$0	\$0
W-2	W-P-28 W-P-40	Desalter, piping and permeate tank cathodic protection	Investigate requirements for electrical isolation and CP of buried piping and RO finished water, and design and install capital project as warranted; Replacement of CP system at WTP and steel permeate tank	R&R	2020	2	\$110,000	\$0	\$110,000	\$0	\$0	\$0
W-3	W-P-62 W-P-65	Expand water treatment facility and storage (incl. booster pump station)	Expand disinfection system at Blending Station 1/6. Install new 1.5 MG storage reservoir for finished water. Install new booster pump station for new storage tank	Water Supply	2021	8	\$6,600,000	\$0	\$500,000	\$5,100,000	\$1,000,000	\$0
W-4	W-P-19	Blending Station #2 upgrade	R&R of mechanical, electrical, and AUX equipment	R&R	2028	1	\$430,000	\$0	\$0	\$0	\$430,000	\$0
W-5	W-P-20	Blending Stations #1 and #6 upgrade	R&R of wells, mechanical, electrical, and AUX equipment	R&R	2018	4	\$3,400,000	\$850,000	\$2,550,000	\$0	\$0	\$0
W-6	W-P-21	Water System CMMS	Water CMMS System (City Works)	R&R	2017	3	\$300,000	\$175,000	\$125,000	\$0	\$0	\$0
W-7	W-P-22	Water System SCADA Improvements	Perform water SCADA system improvements (design and implementation plan year 1)	R&R	2020	5	\$5,000,000	\$0	\$2,000,000	\$3,000,000	\$0	\$0
W-8		Security Improvements at Water Yard and Blending stations	Access Control, Cameras		2020	5	\$500,000	\$0	\$250,000	\$250,000	\$0	\$0
W-9		Chemical Tank Replacements	Replacement of chemical tanks (required every 10 years)	R&R	2025	3	\$450,000	\$0	\$0	\$300,000	\$150,000	\$0
W-10	W-P-32	Blending Station #3 Rehabilitation	R&R of wells, mechanical, electrical, and AUX equipment, VFD replacement	R&R	2019	2	\$2,500,000	\$0	\$2,500,000	\$0	\$0	\$0
W-11	W-P-33	Blending Station #4 Rehabilitation	Pumps, mechanical, electrical, and AUX equipment, VFD	R&R	2019	2	\$400,000	\$0	\$400,000	\$0	\$0	\$0
W-12	W-P-34	Blending Station #5 Rehabilitation	Mechanical, electrical, and AUX equipment	R&R	2019	2	\$200,000	\$0	\$200,000	\$0	\$0	\$0
W-13	W-P-61	Construct 3 new potable wells at BS 1/6	Add potable water wells, land management	Water Supply	2020	7	\$11,000,000	\$0	\$1,000,000	\$10,000,000	\$0	\$0
W-14	W-P-66	Construct 2 new potable wells (BS 1/6) and 1 new stainless steel well at BS 3	Add potable water wells	Water Supply	2023	4	\$11,700,000	\$0	\$0	\$11,700,000	\$0	\$0
Transmission Total							\$2,405,000	\$405,000	\$1,620,000	\$380,000	\$0	\$0
W-15	W-P-23 W-P-36 W-P-37	Del Norte Transmission Main Cathodic Protection (CP)	Install 20 missing test stations; Replace rectifiers and anodes and resurvey; Locate and repair discontinuity near the east end of the Del Norte PI	R&R	2019	2	\$450,000	\$0	\$450,000	\$0	\$0	\$0

Project ID 2017	Project ID 2015	Project Name	Project Description	Driver	Start Year	Years to Implement	Total	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2036/37-2041/42)
W-16	W-P-26	Gonzalez 36-inch Pipeline CP	Replace the seized test traffic box lids; test the CP system	R&R	2018	1	\$5,000	\$5,000	\$0	\$0	\$0	\$0
W-17	W-P-27 W-P-10 W-P-5 W-P-6	Oxnard Conduit CP	Excavate & install new test stations at BFV near Del Norte connection, 9+10, 39+10, 57+45, 69+50, 111+50, 165+20; Install new test stations in ex manhole at 284+80; Corrosion engineer to conduct Close Interval Survey (CIS); Replace deep anode beds at Rectifiers #1, #2, & #3; Locate, excavate, and bond across approximately three (3) points of electrical isolation	R&R	2017	4	\$890,000	\$400,000	\$490,000	\$0	\$0	\$0
W-18	W-P-38 W-P-39	Wooley Road / United CP	Replace 5 test stations and add 2 new stations; Replace rectifier and anode; resurvey	R&R	2020	1	\$160,000	\$0	\$160,000	\$0	\$0	\$0
W-19	W-P-7 W-P-24	3rd Street Lateral CP	Replace rectifier and anode bed; resurvey; Replace all test stations at an interval of 1,000-ft minimum and 2,000-ft maximum; Locate & repair discontinuity between 27+88 and South Hayes WTP; Provide electrical isolation at the main treatment plant	R&R	2020	3	\$360,000	\$0	\$310,000	\$50,000	\$0	\$0
W-20	W-P-25 W-P-8	Industrial Lateral CP	Replace all test stations; resurvey	R&R	2020	3	\$130,000	\$0	\$100,000	\$30,000	\$0	\$0
W-21	W-P-11	3rd St 27" UWCD CP	Bond UWCD pipeline to Oxnard Extension at rectifier	R&R	2020	2	\$110,000	\$0	\$110,000	\$0	\$0	\$0
W-22		Condition assessment program	Physical condition assessment of mains program	R&R	2022	5	\$300,000	\$0	\$0	\$300,000	\$0	\$0
Distribution Total							\$58,965,000	\$815,000	\$24,551,000	\$23,574,000	\$10,025,000	\$0
W-23	W-P-9	Replacement of AMR Devices	Design and construct a new Advance Metering Infrastructure (AMI) system (Cost is possibly reduced by 1/2 if shared with wastewater division)	R&R	2017	7	\$22,000,000	\$200,000	\$13,000,000	\$8,800,000	\$0	\$0

Project ID 2017	Project ID 2015	Project Name	Project Description	Driver	Start Year	Years to Implement	Total	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2036/37-2041/46)
		Pipe Capacity Improvements	Pipe capacity improvements for 8-inch to 24-inch pipe				\$13,040,000	\$0	\$5,620,000	\$6,870,000	\$550,000	\$0
W-24	W-P-51 W-P-52 W-P-53 W-P-54 W-P-56 W-P-57 W-P-58 W-P-59 W-P-67 W-P-68 W-P-69 W-P-70 W-P-71 W-P-72		Upgrade 322 feet to 8" pipe Upgrade 238 feet to 12" pipe Upgrade 164 feet to 14" pipe Upgrade 3,804 feet to 30" pipe Upgrade 69 feet to 6" pipe Upgrade 391 feet to 8" pipe Upgrade 1,011 feet to 10" pipe Upgrade 2,447 feet to 12" pipe Upgrade 32 feet to 6" pipe Upgrade 233 feet to 8" pipe Upgrade 1,243 feet to 10" pipe Upgrade 997 feet to 12" pipe Upgrade 2,453 feet to 14" pipe Upgrade 937 feet to 24" pipe	Water Supply	2019	9						
W-25	W-P-12 W-P-13 W-P-14 W-P-15	Neighborhood CIP Pipe Replacement*	Replace existing distribution pipes in La Colonia Neighborhood, Redwood Neighborhood, Fremont North Neighborhood, and Bryce Canyon South Neighborhood	R&R	2018	6	\$10,500,000	\$615,000	\$5,931,000	\$3,954,000	\$0	\$0
W-29		Large Valve Replacement Program	Replace valve 10-inch and larger	R&R	2022	10	\$1,926,000	\$0	\$0	\$926,000	\$1,000,000	\$0
W-30		Small Valve Replacement Program	Replace valves 8-inch and smaller	R&R	2022	10	\$3,780,000	\$0	\$0	\$1,780,000	\$2,000,000	\$0
W-31		Air / Vac Valve Replacement Program	Replace air and vacuum valves and covers	R&R	2022	10	\$1,422,000	\$0	\$0	\$672,000	\$750,000	\$0
W-32		Hydrant Replacement Program	Replace dry barrel hydrants to wet barrel	R&R	2022	10	\$1,197,000	\$0	\$0	\$572,000	\$625,000	\$0
W-33	W-P-74 W-P-75 W-P-76 W-P-77	North Zone Modifications	Install 1000 feet of 24-inch pipeline from BS#3 to the North Pressure Zone, Rehab 3 Pressure Reducing Stations (PRS), modify minor piping	Pressure Zone Separation	2027	4	\$1,100,000	\$0	\$0	\$0	\$1,100,000	\$0
W-34	W-P-78 W-P-79 W-P-80 W-P-81	Coast Zone Modifications	Install 3000 feet of 8-inch pipeline, construct 3 new Pressure Reducing Stations (PRS), modify minor piping	Pressure Zone Separation	2027	4	\$1,600,000	\$0	\$0	\$0	\$1,600,000	\$0
W-35	W-P-82 W-P-83 W-P-84 W-P-85	South Zone Modifications	Install 6000 feet of 8-inch pipeline, construct 3 new Pressure Reducing Stations (PRS), modify minor piping	Pressure Zone Separation	2027	3	\$2,400,000	\$0	\$0	\$0	\$2,400,000	\$0
2017 Potable Water System CIP Subtotal							\$108,960,000	\$3,175,000	\$3,9876,000	\$5,4304,000	\$11,605,000	\$0

Project ID 2017	Project ID 2015	Project Name	Project Description	Driver	Start Year	Years to Implement	Total	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2033/34-2039/40)
Additional 2015 Projects												
	W-P-1	Electrical Rehabilitation - Well Nos. 30, 32, 33 & 34		Operations Optimization	2026	1.5	\$1,000,000	\$0	\$0	\$666,667	\$333,333	\$0
	W-P-2	Sodium Hypochlorite Piping Replacement		Operations Optimization	2022	1.5	\$30,000	\$0	\$0	\$30,000	\$0	\$0
	W-P-4	Generator and ATS Service		Operations Optimization	2019	1.5	\$20,000	\$0	\$20,000	\$0	\$0	\$0
	W-P-16	Fire Flow Improvements - Install/Replace 18,500 feet of 8" pipe		R&R	2020	2	\$4,600,000	\$0	\$4,600,000	\$0	\$0	\$0
	W-P-17	Fire Flow Improvements - Install/Replace 13,500 feet of 12" pipe		R&R	2020	2	\$4,400,000	\$0	\$4,400,000	\$0	\$0	\$0
	W-P-18	Fire Flow Improvements - Install 250 feet of 14" pipe		R&R	2020	1	\$100,000	\$0	\$100,000	\$0	\$0	\$0
	W-P-64	Blend Station Tie-In (@ Blending Station 1/6)		Water Supply	2022	1	\$250,000	\$0	\$0	\$250,000	\$0	\$0
	W-P-60	Construct new concentrate line from Oxnard Wastewater Treatment Plant (OWTP) to Blending Station 1/6		Water Supply	2020	3	\$18,800,000	\$0	\$12,533,333	\$6,266,667	\$0	\$0
	W-P-28	Blending Station 1/6 - Install electrical isolation at all steel and cast iron water risers		R&R	2022	2	\$30,000	\$0	\$0	\$30,000	\$0	\$0
	W-P-30	Well 23 & 31 Rehabilitation		R&R	2022	1.5	\$210,000	\$0	\$0	\$210,000	\$0	\$0
	W-P-31	Wells Electrical & Variable Frequency Drive (VFD) Replacement		R&R	2022	1.5	\$770,000	\$0	\$0	\$770,000	\$0	\$0
	W-P-41	Age Replacement - 109,100 feet of 6" pipe		R&R	2033	2	\$25,500,000	\$0	\$0	\$0	\$0	\$25,500,000
	W-P-42	Age Replacement - 47,000 feet of 8" pipe		R&R	2034	2	\$11,700,000	\$0	\$0	\$0	\$0	\$11,700,000
	W-P-43	Age Replacement - 55,000 feet of 10" pipe		R&R	2035	2	\$17,100,000	\$0	\$0	\$0	\$0	\$17,100,000
	W-P-44	Age Replacement - 24,000 feet of 12" pipe		R&R	2036	2	\$7,900,000	\$0	\$0	\$0	\$0	\$7,900,000
	W-P-45	Age Replacement - 2,300 feet of 14" pipe		R&R	2037	1	\$900,000	\$0	\$0	\$0	\$0	\$900,000
	W-P-46	Age Replacement - 4,000 feet of 16" pipe		R&R	2037	1	\$1,700,000	\$0	\$0	\$0	\$0	\$1,700,000
	W-P-47	Age Replacement - 3,700 feet of 24" pipe		R&R	2037	2	\$2,300,000	\$0	\$0	\$0	\$0	\$2,300,000

Project ID 2017	Project ID 2015	Project Name	Project Description	Driver	Start Year	Years to Implement	Total	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2036/37-2041/46)
	W-P-48	Age Replacement - 5,000 feet of 36" pipe		R&R	2038	2	\$3,900,000	\$0	\$0	\$0	\$0	\$3,900,000
	W-P-49**	Age Replacement - 5,300 feet of 42" pipe		R&R	2038	2	\$5,500,000	\$0	\$0	\$0	\$0	\$5,500,000
	W-P-50**	Age Replacement - 3,800 feet of 48" pipe		R&R	2038	2	\$4,100,000	\$0	\$0	\$0	\$0	\$4,100,000
	W-P-55	Connection to OH / United pipeline		Water Supply	2020	1.5	\$310,000	\$0	\$310,000	\$0	\$0	\$0
	W-P-73	Expand desalter at Blending Station 1/6 to 15 mgd (3.75 mgd expansion)		Water Supply	2028	3	\$7,300,000	\$0	\$0	\$0	\$7,300,000	\$0
Unmatched 2015 Water Projects Subtotal							\$118,420,000	\$0	\$21,963,333	\$8,223,333	\$7,633,333	\$80,600,000
Overall Total							\$227,380,000	\$3,175,000	\$61,839,333	\$62,527,333	\$19,238,333	\$80,600,000

Notes:

1. Projects W-25 through @-28 combined into single project ID'ed as W-25.
2. Project start years correspond to refinements and updates provided by City after December 2015 publication date.

Table B2 Wastewater Collection System and Treatment System Capital Improvements Program (CIP) Projects

Project ID 2017	Project ID 2015	Unit Operation	Project Name	Project Description	Driver	Start Year	Years to Implement	Total Un-escalated Project Cost	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2033/34-2039/40)
Wastewater Collection System Projects													
C-1	WW-P-6		Central Trunk Manhole Rehabilitation Phase 1	Rehabilitate 47 existing manholes	R&R	2018	1	\$1,410,000	\$1,410,000	\$0	\$0	\$0	\$0
C-2	WW-P-13		Central Trunk Manhole Rehabilitation Phase 2 ²	Rehabilitate 27 existing manholes	R&R	2020	1	\$810,000	\$0	\$810,000	\$0	\$0	\$0
C-3	WW-P-8		Harbor Blvd Manhole Rehabilitation	Rehabilitate 12 existing manholes	R&R	2019	1	\$100,000	\$0	\$100,000	\$0	\$0	\$0
C-4			Pleasant Valley Manhole Rehabilitation	Rehabilitate 14 existing manholes	R&R	2019	1	\$200,000	\$0	\$200,000	\$0	\$0	\$0
C-5	WW-P-9		Redwood Tributary Manhole Rehabilitation	Rehabilitate 38 existing manholes	R&R	2019	1	\$300,000	\$0	\$300,000	\$0	\$0	\$0
C-6			Annual Existing Manhole Rehabilitation	Various locations throughout the City based on sewer inspection	R&R	2022	5	\$1,000,000	\$0	\$0	\$1,000,000	\$0	\$0
C-7	WW-P-16		Rice Avenue Sewer Improvement	Install new 24-inch sewer from Latigo to Camino Del Sol to replace existing 18-inch sewer line.	R&R	2020	2	\$1,300,000	\$0	\$1,300,000	\$0	\$0	\$0
C-8	WW-P-1		Existing Sewer Deficient Capacity Replacement	Ventura Road from Doris Avenue to Oxnard Airport	Capacity	2020	2	\$1,755,197	\$0	\$1,755,197	\$0	\$0	\$0
C-9	WW-P-2		Existing Sewer Deficient Capacity Replacement	Third Street & Navarro Street	Capacity	2021	1	\$364,869	\$0	\$364,869	\$0	\$0	\$0
C-10	WW-P-7		Existing asbestos concrete pipe (ACP) Replacement	Various locations throughout the City	R&R	2019	8	\$4,000,000	\$0	\$1,500,000	\$2,500,000	\$0	\$0
C-11			Annual Existing Pipe Repair	Various locations throughout the City based on sewer inspection	R&R	2019	8	\$1,600,000	\$0	\$600,000	\$1,000,000	\$0	\$0
C-12			Collection System Chemical Addition	Construct 3 new magnesium hydroxide addition facilities to reduce nuisance odors and protect sewer infrastructure	Performance	2019	2	\$4,400,000	\$0	\$4,400,000	\$0	\$0	\$0

Project ID 2017	Project ID 2015	Unit Operation	Project Name	Project Description	Driver	Start Year	Years to Implement	Total Un-escalated Project Cost	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2036/37-2041/46)
C-13	WW-P-10 WW-P-18		Devco Development Lift Station	Construct new lift station at Devco development & abandon existing lift station #23. The new lift station will accommodate sewer flows from existing lift station #23, Devco, Village (Wagon Wheel) developments. The lift station cost is \$1,500,000 & the City cost is \$500,000.	R&R, Performance	2019	1	\$500,000	\$0	\$500,000	\$0	\$0	\$0
C-14	WW-P-12		Existing Lift Station #4 (Mandalay & Wooley) Rehabilitation	Install new supervisory control and data acquisition (SCADA) & motor control center (MCC) panels. Install new valve vault door. Rehabilitate wet well coating.	R&R	2019	1	\$500,000	\$0	\$500,000	\$0	\$0	\$0
C-15	WW-P-11		Existing Lift Station #6 (Canal) Rehabilitation	Install new pumps. Replace MCC panel. Install new emergency standby generator.	R&R	2019	1	\$500,000	\$0	\$500,000	\$0	\$0	\$0
C-16			Existing Lift Station #20 (Beardsley) Rehabilitation	Install new MCC panel and concrete pad.	R&R	2019	1	\$300,000	\$0	\$300,000	\$0	\$0	\$0
C-17	WW-P-5		Meter Vault/Vortex Structure Coating Rehabilitation ²	Rehabilitate coating in meter vault/vortex structure	R&R	2018	1	\$280,000	\$280,000	\$0	\$0	\$0	\$0
Additional Wastewater Collection System Projects from 2015 Capital Improvements Program													
	WW-P-3		Project 3: S Victoria Ave and W Hemlock St - Sewers in the Channel Islands Neighborhood		Capacity	2027*	2	\$1,112,267	\$0	\$0	\$0	\$1,112,267	\$0
	WW-P-14		Phase 1 Central Trunk replacement		R&R	2033**	2	\$36,500,000	\$0	\$0	\$0	\$0	\$36,500,000
	WW-P-15		Phase 2 Central Trunk Replacement		R&R	2036**	2	\$30,000,000	\$0	\$0	\$0	\$0	\$30,000,000
Wastewater Collection System Total								\$86,932,333	\$1,690,000	\$13,130,066	\$4,500,000	\$1,112,267	\$66,500,000

Project ID 2017	Project ID 2015	Unit Operation	Project Name	Project Description	Driver	Start Year	Years to Implement	Total Un-escalated Project Cost	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2036/37-2041/42)
Wastewater Treatment System Projects													
--			Accelerated design for renewal improvements (year 6-10)			2018	6	\$15,130,000	\$1,500,000	\$86,360,000	\$5,000,000		
Preliminary Treatment/Headworks													
T-1	WW-P-83		Headworks Odor Control System ²	Install new odor control dampers and fan. Repair existing foul air ductwork.	Small Equipment Replacement	2018	1	\$220,000	\$220,000	\$0	\$0	\$0	\$0
T-2	WW-P-67		Headworks Fiberglass Covers Replacement & Concrete Coating Repair ²	Install new grit chamber & wet well fiberglass covers. Rehabilitate grit chamber & wet well concrete coating. Year 1 to 2: high foot traffic areas. Year 3 to 5: remaining areas.	R&R	2018	2	\$499,100	\$90,000	\$409,100	\$0	\$0	\$0
T-3	WW-P-66		Headworks Rehabilitation ²	Install new odor control system. Enclose bar screen & conveyor areas to minimize odor complaints. Install screen wall along north and west property areas. In 2011, City settled \$4.6M lawsuit related to Headworks construction and nuisance odor complaints.	R&R	2020	2	\$7,250,000	\$0	\$7,250,000	\$0	\$0	\$0
T-4	WW-P-41		Non-hazardous Waste Receiving Station	New non-hazardous waste receiving station with metering and screening systems	Performance	2026	1	\$2,100,000	\$0	\$0	\$ 2,100,000	\$0	\$0
Primary Treatment													
T-5			Primary Clarifier Rehabilitation	Install new effluent launders. New primary clarifier #4 walkway. Install polymer addition system to improvement primary treatment efficiency.	R&R	2017	1	\$655,000	\$655,000	\$0	\$0	\$0	\$0

Project ID 2017	Project ID 2015	Unit Operation	Project Name	Project Description	Driver	Start Year	Years to Implement	Total Un-escalated Project Cost	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2036/37-2039/40)
T-6			Primary Clarifier Abandonment	Abandon existing primary clarifiers. Repurpose a portion existing secondary sedimentation tanks as primary clarifiers. Convert remaining secondary sedimentation tanks to membrane bioreactors (MBR).	R&R	N/A	0	\$0	\$0	\$0	\$0	\$0	\$0
T-7	WW-P-23		Primary Clarifiers, Old Headworks Structure and Primary Building Demolition ²	Remove equipment, concrete, piping and electrical systems in old headworks and primary tanks area. Reroute piping and electrical systems	R&R	2025	1	\$7,300,000	\$0	\$0	\$7,300,000	\$0	\$0
Secondary Treatment													
T-8			Biotowers Rehabilitation	Install wire wrap or mesh around biotowers to prevent block wall from falling.	R&R	2017	1	\$630,000	\$630,000	\$0	\$0	\$0	\$0
T-9	WW-P-20		Biotower Demolition ²	Remove superstructure, remove concrete below ground, reroute piping and electrical; restore grade	R&R	2023	1	\$2,850,000	\$0	\$0	\$2,850,000	\$0	\$0
T-10	WW-P-69		Activated Sludge Tank (AST) Rehabilitation ²	Install new air flow meters, air control valves, and dissolved oxygen meters.	R&R	2017	1	\$150,000	\$150,000	\$0	\$0	\$0	\$0
T-11	WW-P-72 WW-P-74 WW-P-76		Activated Sludge Tank (AST) Upgrades	Replace diffusers and add return sludge piping, aeration piping, gates and controls	R&R, Performance	2023	1	\$4,600,000	\$0	\$0	\$4,600,000	\$0	\$0
T-12	WW-P-72		Modify Activated Sludge Tank (AST) for MBR or other technology operation	Partition Tanks, add internal recycle system	Performance	2023	2	\$7,200,000	\$0	\$0	\$7,200,000	\$0	\$0
T-13	WW-P-68 WW-P-72		Convert Activated Sludge Tanks conversion to Flow Equalization Tank	Convert existing AST 4 to 8. Remove diffusers and add flow equalization pumps. Concrete repair and	R&R, Performance	2024	1	\$5,525,000	\$0	\$0	\$5,525,000	\$0	\$0

Project ID 2017	Project ID 2015	Unit Operation	Project Name	Project Description	Driver	Start Year	Years to Implement	Total Un-escalated Project Cost	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2036/37-2041/42)
				seismic retrofit - EQ Tank									
T-14	WW-P-70 WW-P-73		Convert Secondary Clarifiers to Primary Clarifiers	Convert existing secondary clarifiers 6 to 12. Install clarifier mechanisms, replace primary sludge pumps, isolation gates and scum systems. Replace collectors, skimmers, and drives. Concrete repair and re-painting - SSTs.	R&R	2025	1	\$8,300,000	\$0	\$0	\$8,300,000	\$0	\$0
T-15			Remove existing Secondary Clarifiers and prepare for new Membrane Bioreactor (MBR) or other Technology	Demolish existing secondary clarifiers 13 to 18. Remove equipment, re-route piping and electrical, reinforce walls of aeration basin, modify inlet and outlet channels	R&R	2023	2	\$7,150,000	\$0	\$0	\$7,150,000	\$0	\$0
T-16	WW-P-75 WW-P-97		New MBR or other technology Tanks	Construct new tanks, channels, membranes and piping, pump gallery, pumps, cranes, roof and ventilation systems, aeration blowers	R&R, Resource Sustainability	2023	2	\$57,200,000	\$0	\$0	\$57,200,000	\$0	\$0
T-17	WW-P-97		MBR or other Technology Building	New Chemical systems, electrical room, SCADA system, effluent pumps	Resource Sustainability	2023	2	\$12,350,000	\$0	\$0	\$12,350,000	\$0	\$0
T-18			Convert Existing Secondary Clarifier to Screening & Transfer Pump Station	Install screen channels for primary effluent, convert to flow equalization basin, add transfer pumping and pipes	R&R	2024	1	\$7,150,000	\$0	\$0	\$7,150,000	\$0	\$0
T-19	WW-P-96 WW-P-80 WW-P-81		Disinfection and Effluent Pumping	New Disinfection system, effluent wet well and pumps	Small Equipment Replacement, R&R	2024	1	\$7,215,000	\$0	\$0	\$7,215,000	\$0	\$0

Project ID 2017	Project ID 2015	Unit Operation	Project Name	Project Description	Driver	Start Year	Years to Implement	Total Un-escalated Project Cost	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2036/37-2041/46)
T-20			Relocate Existing Primary Influent Piping	Connect to main header and re-route to influent channel of clarifiers. Provide controls and valves	R&R	2024	1	\$3,510,000	\$0	\$0	\$3,510,000	\$0	\$0
Solids Treatment													
T-21	WW-P-44 WW-P-45 WW-P-51		Sludge Thickening Facility ²	Demolish Dissolved Air Flotation Tank (DAFT) structures, gravity thickener tanks and chemical storage. New building with Rotating Drum Screens for primary sludge and Gravity Belt thickeners for waste secondary sludge	R&R, Performance	2026	1	\$24,700,000	\$0	\$0	\$24,700,000	\$0	\$0
T-22	WW-P-43		Digester 2 Cover Replacement and Clean Digesters 1 & 3 ²	Install digester 2 cover and clean digester 1 and 3.	R&R	2019	3	\$3,700,000	\$0	\$3,700,000	\$0	\$0	\$0
T-23	WW-P-87 WW-P-89		Digesters 1 and 3 Rehabilitation ²	Replacement of mixing systems, roof and concrete walls repair; heat exchanger upgrades	R&R	2025	2	\$8,500,000	\$0	\$0	\$8,500,000	\$0	\$0
T-24	WW-P-40		Replace Belt Filter Presses & Conveyor	Year 1 to 2: Replace two existing belt filter presses. Year 3 to 5: Replace two existing belt filter presses and conveyor.	R&R	2017	4	\$2,610,000	\$1,180,000	\$1,430,000	\$0	\$0	\$0
T-25	WW-P-94		FOG Receiving Station ²	Fats Oils Grease receiving station with tank heaters and pumps, for transfer to digesters	Resource Sustainability	2026	1	\$845,000	\$0	\$0	\$845,000	\$0	\$0

Project ID 2017	Project ID 2015	Unit Operation	Project Name	Project Description	Driver	Start Year	Years to Implement	Total Un-escalated Project Cost	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2036/37-2039/40)
Pump Station													
T-26	WW-P-22		Interstage Pump Station Rehabilitation ²	Install new pumps, motors, variable frequency drives. Rehabilitate wet well concrete coating. Upgrade control facility to meet building seismic code.	R&R	2020	2	\$2,087,199	\$0	\$2,087,199	\$0	\$0	\$0
T-27			Effluent Pump Station Rehabilitation	Install new isolation valve, pumps, motors, variable frequency drives. Rehabilitate wet well concrete coating. Install bypass piping. Upgrade control facility to meet building seismic code.	R&R	2019	3	\$8,900,000	\$0	\$8,900,000	\$0	\$0	\$0
Electrical/Instrumentation													
T-28			Electrical Building ARC Flash Protection	Install temporary 25kV circuit breakers on each side of 16kV and 480 volt transformers.	Performance	2017	2	\$575,000	\$575,000	\$0	\$0	\$0	\$0
T-29	WW-P-93		Cogenerators Rehabilitation ²	Year 1 to 2: Rebuild two existing cogenerators. Year 3 to 5: Rebuild one existing cogenerator.	R&R	2017	3	\$1,215,000	\$810,000	\$405,000	\$0	\$0	\$0
T-30	WW-P-32		Electrical/Instrumentation Manhole Rehabilitation	Rehabilitate seven existing electrical and instrumentation manholes.	R&R	2017	1	\$175,000	\$175,000	\$0	\$0	\$0	\$0
T-31	WW-P-33		Emergency Standby Generator Replacement ²	Install new emergency standby generator	R&R	2020	2	\$5,000,000	\$0	\$5,000,000	\$0	\$0	\$0
T-32	WW-P-34		Plant Motor Control Center (MCC) Panel Replacement ²	Install new MCC panels	R&R	2020	2	\$2,087,199	\$0	\$2,087,199	\$0	\$0	\$0

Project ID 2017	Project ID 2015	Unit Operation	Project Name	Project Description	Driver	Start Year	Years to Implement	Total Un-escalated Project Cost	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2036/37-2041/46)
T-33	WW-P-30 WW-P-31		New Main Electrical Building ²	New Building; new transformers; reroute electrical duct banks and run new cabling; new Automatic transfer switches; demolish old electrical building and equipment, and restore grade.	R&R	2020	2	\$6,000,000	\$0	\$6,000,000	\$0	\$0	\$0
T-34	WW-P-59		New North Electrical Building	New Building; new Motor Control Centers	R&R	2024	2	\$4,400,000	\$0	\$0	\$4,400,000	\$0	\$0
T-35			Site Electrical Improvements	Install cables, duct banks, and wiring	R&R	2024	3	\$10,920,000	\$0	\$0	\$10,920,000	\$0	\$0
T-36	WW-P-39		Computerized Maintenance Management System (CMMS)	Install new CMMS system for plant maintenance record keeping, including work scheduling, equipment records keeping, labor hours, and costs.	R&R	2017	1	\$300,000	\$300,000	\$0	\$0	\$0	\$0
T-37	WW-P-35		Supervisory Control and Data Acquisition and (SCADA) System	Temporary convert existing fiber network to Ethernet to prevent SCADA drop-out.	R&R	2017	1	\$225,000	\$225,000	\$0	\$0	\$0	\$0
T-38	WW-P-35		New SCADA System	Install new SCADA system	R&R	2020	2	\$4,946,500	\$0	\$4,946,500	\$0	\$0	\$0
T-39	WW-P-35		New Supervisory Control and Data Acquisition (SCADA) system	Replace plant-wide SCADA systems and PLCs with current technology. Reprogram all processes for new Plant Control System	R&R	2024	2	\$9,620,000	\$0	\$0	\$9,620,000	\$0	\$0
Site Work													
T-40	WW-P-42		Site Piping Replacements	Install new process water piping, buried valves, fire line.	R&R	2020	5	\$23,970,000	\$0	\$1,350,000	\$22,620,000	\$0	\$0
T-41			Site Security	Install site cameras, security fencing, building locks	R&R	2019	2	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0
T-42			Storm water Site Improvements		R&R	2019	3	\$2,100,000	\$0	\$2,100,000	\$0	\$0	\$0

Project ID 2017	Project ID 2015	Unit Operation	Project Name	Project Description	Driver	Start Year	Years to Implement	Total Un-escalated Project Cost	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2033/34-2039/40)
Building													
T-43			Laboratory HVAC Unit	Install new 20-ton HVAC unit.		2017	1	\$205,000	\$205,000	\$0	\$0	\$0	\$0
T-44	WW-P-57		New Chemical Storage Building ²	Demolish old structures, Centralized chemical storage, new storage tanks, pumps and piping to various processes	R&R	2026	1	\$2,730,000	\$0	\$0	\$2,730,000	\$0	\$0
T-45	WW-P-56		Collection System Maintenance Building Rehabilitation ²	Rehabilitate existing building to meet building code requirements.	R&R	2026	1	\$500,000	\$0	\$0	\$500,000	\$0	\$0
T-46	WW-P-49		Administration Building and Laboratory Rehabilitation ²	Rehabilitate existing building to meet building code requirements.	R&R	2025	1	\$850,000	\$0	\$0	\$850,000	\$0	\$0
T-47			Plant Control Center Building Rehabilitation	Rehabilitate existing building to meet building code requirements.	R&R	2025	1	\$850,000	\$0	\$0	\$850,000	\$0	\$0
T-48	WW-P-58		Maintenance Building Rehabilitation	Rehabilitate existing building to meet building code requirements.	R&R	2026	1	\$500,000	\$0	\$0	\$500,000	\$0	\$0
T-49	WW-P-27 WW-P-28		Storage Warehouse Building	New storage warehouse building	R&R	2026	1	\$1,500,000	\$0	\$0	\$1,500,000	\$0	\$0
Additional Wastewater Projects from 2015 Capital Improvements Program													
	WW-P-84	Preliminary Treatment	Small Equipment Replacement - Headworks 2		Small Equipment Replacement	2023*	3	\$6,306,000	\$0	\$0	\$6,306,000	\$0	\$0
	WW-P-21	Secondary Treatment	Add Baffle Walls in ASTs		R&R	2027*	1	\$380,000	\$0	\$0	\$0	\$380,000	\$0
	WW-P-95	Secondary Treatment	Coating Replacement on Chlorine Contact Tanks		R&R	2028*	2	\$1,359,000	\$0	\$0	\$0	\$1,359,000	\$0
	WW-P-79	Secondary Treatment	Small Equipment Replacement - wet weather storage 2		Small Equipment Replacement	2026*	3	\$527,000	\$0	\$0	\$175,667	\$351,333	\$0
	WW-P-98	Secondary Treatment	Add UV/AOP after MBR		Resource Sustainability	2026*	2	\$13,200,000	\$0	\$0	\$6,600,000	\$6,600,000	\$0
	WW-P-46	Solids Treatment	Demolish Operations Center and Vac Filter Building		R&R	2027*	1	\$448,000	\$0	\$0	\$0	\$448,000	\$0

Project ID 2017	Project ID 2015	Unit Operation	Project Name	Project Description	Driver	Start Year	Years to Implement	Total Un-escalated Project Cost	Years 1 to 2 (FY2017/18-2018/19)	Years 3 to 5 (FY2019/20-2021/22)-	Years 6 to 10 (FY2022/23-2026/27)	Years 11 to 16 (FY2027/28-2032/33)	Years 17 to 23 (FY2036/37-2041/42)
	WW-P-88	Solids Treatment	New Digester 2		R&R	2030*	3	\$12,950,000	\$0	\$0	\$0	\$12,950,000	\$0
	WW-P-90	Solids Treatment	New Digester Control Building		R&R	2029*	5	\$1,543,000	\$0	\$0	\$0	\$1,234,400	\$308,600
	WW-P-47	Solids Treatment	Move Dewatering Facility and add New Centrifuges		Performance	2030*	3	\$23,370,000	\$0	\$0	\$0	\$23,370,000	\$0
	WW-P-48	Solids Treatment	Add Dewatering Capacity		Performance	2030*	3	\$2,160,000	\$0	\$0	\$0	\$2,160,000	\$0
	WW-P-50	Solids Treatment	Add Sludge Silos		Performance	2032*	3	\$6,370,000	\$0	\$0	\$0	\$2,123,333	\$4,246,667
	WW-P-91	Electrical / Instrumentation	New Cogen Building		R&R	2032*	3	\$4,630,000	\$0	\$0	\$0	\$1,543,333	\$3,086,667
	WW-P-36	Electrical / Instrumentation	Small Equipment Replacement - Electrical 1		Small Equipment Replacement	2028*	2	\$275,000	\$0	\$0	\$0	\$275,000	\$0
	WW-P-37	Electrical / Instrumentation	Small Equipment Replacement - Electrical 2		Small Equipment Replacement	2032*	2	\$626,000	\$0	\$0	\$0	\$313,000	\$313,000
	WW-P-38	Electrical / Instrumentation	Small Equipment Replacement - Electrical 3		Small Equipment Replacement	2036*	2	\$653,000	\$0	\$0	\$0	\$0	\$653,000
	WW-P-92	Electrical / Instrumentation	Small Equipment Replacement - Cogen		Small Equipment Replacement	2026*	3	\$2,233,000	\$0	\$0	\$744,333	\$1,488,667	\$0
	WW-P-60	Building	Rehab Grit Screening Building - Seismic Retrofit		R&R	2027*	2	\$1,866,000	\$0	\$0	\$0	\$1,866,000	\$0
	WW-P-65	Building	Plant Paving Resurfacing		R&R	2030*	3	\$410,000	\$0	\$0	\$0	\$410,000	\$0
	WW-P-99	Building	Solar or Alternative Energy Facility		Resource Sustainability	2027*	10	\$1,540,000	\$0	\$0	\$0	\$924,000	\$616,000
	WW-P-100		Seawall		Resource Sustainability	2033	5	\$37,260,000		\$0	\$0	\$0	\$37,260,000
Wastewater Treatment Total								\$406,100,998	\$6,715,000	\$55,294,998	\$239,811,000	\$57,796,067	\$46,483,933
Wastewater Treatment System and Collection System Total								\$493,033,331	\$8,405,000	\$68,425,064	\$244,311,000	\$58,908,334	\$112,983,933

Notes:

- 2017 Project ID's were arbitrarily assigned for Project ease. C = Collection System Project; T = Treatment System Project.
- Projects and costs correspond to refinements and updates provided by City after December 2015 publication date. Costs may not correspond to project costs in PM 1.4 Basis of Cost.
- Projects approved by Council in 2017 Cost of Service Rate studies.
- Costs were equally split between years to implement.

*Projects start year correspond to refinements and updates provided by City after December 2015 publication date.

**Projects start year was adjusted by City at August 7, 2017 meeting, based on recent CCT inspection.

Table B3 Recycled Water Capital Improvements Program (CIP) Projects

Project ID	Project Name	Driver	Start Year ⁽¹⁾	Years to Implement	Total	Years 1 to 2 (FY2017/18-2018/19) ⁽²⁾	Years 3 to 5 (FY2019/20-2021/22) ⁽²⁾	Years 6 to 10 (FY2022/23-2026/27) ⁽²⁾	Years 11 to 16 (FY2027/28-2032/33) ⁽²⁾	Years 17 to 23 (FY2036/37-2041/42) ⁽²⁾
RW-P-1	Recycled Water Retrofits	R&R	2019	6	\$4,000,000	\$0	\$2,000,000	\$2,000,000	\$0	\$0
RW-P-2	Phase 1 Advanced Water Purification Facility (AWPF) Improvements (Disinfection conversion, security, A/V upgrade)	R&R	2020	2	\$1,000,000	\$0	\$1,000,000	\$0	\$0	\$0
RW-P-3	UV/Advanced Oxidation Process Brine Treatment	Water Supply	2023	3	\$5,700,000	\$0	\$0	\$5,700,000	\$0	\$0
RW-P-4	Construct Aquifer Storage and Recovery (ASR) Demonstration Well @ Campus Park Site (and associated monitoring wells)	Water Supply	2018	3	\$4,400,000	\$1,466,667	\$2,933,333	\$0	\$0	\$0
RW-P-5	Land Acquisition and Improvements - Near Blending Station 1/6 & 3	Water Supply	2020	2	\$10,000,000	\$0	\$10,000,000	\$0	\$0	\$0
RW-P-6	Recycled Water Pond for Off-Spec Water at Campus Park	Water Supply	2021	1.5	\$1,600,000	\$0	\$1,066,667	\$533,333	\$0	\$0
RW-P-7	Phase 2 - Expansion of AWPF to 12.5 mgd (including backup power)	Water Supply	2020	3	\$27,500,000	\$0	\$18,333,333	\$9,166,667	\$0	\$0
RW-P-8	Recycled Water Storage @ AWPF	Water Supply	2019	4	\$8,000,000	\$0	\$6,000,000	\$2,000,000	\$0	\$0
RW-P-9	Construct 1 duty + 1 standby ASR Wells @ Campus Park	Water Supply	2021	3	\$7,800,000	\$0	\$2,600,000	\$5,200,000	\$0	\$0
RW-P-10	Construct 1 duty + 1 standby ASR Wells @ Campus Park	Water Supply	2025	3	\$7,800,000	\$0	\$0	\$5,200,000	\$2,600,000	\$0
RW-P-11	Construct 1 duty + 1 standby ASR Wells @ Blending Station 1/6	Water Supply	2022	2	\$7,800,000	\$0	\$0	\$7,800,000	\$0	\$0
RW-P-12	Chemical Feed Expansion @ Blending Station 1/6	Water Supply	2022	2	\$ 300,000	\$0	\$0	\$300,000	\$0	\$0
RW-P-13	Operational Storage for ASR Wells @ Blending Station 1/6	Water Supply	2022	2	\$2,100,000	\$0	\$0	\$2,100,000	\$0	\$0
RW-P-14	Booster Pumping for ASR @ Blending Station 1/6	Water Supply	2022	2	\$7,200,000	\$0	\$0	\$7,200,000	\$0	\$0
RW-P-15	Construct 1 duty + 1 standby ASR Wells @ Blending Station 1/6	Water Supply	2024	1.5	\$7,800,000	\$0	\$0	\$7,800,000	\$0	\$0
RW-P-16	Rehabilitate Well 18 @ River Ridge Golf Course to Groundwater Recharge Well	Water Supply	2022	2	\$2,500,000	\$0	\$0	\$2,500,000	\$0	\$0
RW-P-17	Phase 3 - Expand AWPF to 18.75 mgd	Water Supply	2029	2.5	\$28,100,000	\$0	\$0	\$0	\$28,100,000	\$0
RW-P-18	Construct 2 duty + 1 standby ASR Wells @ Blending Station 1/6	Water Supply	2029	2	\$11,500,000	\$0	\$0	\$0	\$11,500,000	\$0
RW-P-19	Construct 2 duty + 1 standby ASR Wells @ Blending Station 3	Water Supply	2029	2.5	\$11,500,000	\$0	\$0	\$0	\$11,500,000	\$0
RW-P-20	Chemical Feed Expansion @ Blending Station 3	Water Supply	2029	2.5	\$ 500,000	\$0	\$0	\$0	\$500,000	\$0
RW-P-21	Operational Storage for ASR Wells @ Blending Station 3	Water Supply	2029	2.5	\$2,100,000	\$0	\$0	\$0	\$2,100,000	\$0
RW-P-22	Booster Pumping for ASR @ Blending Station 3	Water Supply	2029	2.5	\$7,200,000	\$0	\$0	\$0	\$7,200,000	\$0
RW-P-23	Construct 2 duty + 1 standby ASR Wells @ Blending Station 3	Water Supply	2031	1.5	\$11,500,000	\$0	\$0	\$0	\$11,500,000	\$0
RW-P-24	Connect Initial ASR Well at Campus Park to Recycled Water Backbone Line in Ventura Road - 2,000 feet of 20" pipe	Water Supply	2017	2	\$700,000	\$700,000	\$0	\$0	\$0	\$0
RW-P-25	Construct Dedicated Indirect Potable Reuse (IPR) Pipeline from Campus Park to Blending Station 1/6 - 4,000 feet of 24" pipe	Water Supply	2017	2	\$2,500,000	\$2,500,000	\$0	\$0	\$0	\$0
	Hueneme Road - Phase 2 Recycled Water Pipeline Expansion to Ag Users					\$0	\$0	\$0	\$0	\$0
RW-P-26	Install 20,700 feet of 24" pipe	Water Supply	2019	2	\$12,900,000	\$0	\$12,900,000	\$0	\$0	\$0
RW-P-27	Install 16,000 feet of 36" pipe	Water Supply	2018	2	\$13,000,000	\$6,500,000	\$6,500,000	\$0	\$0	\$0
	Recycled Water Loop to ASR Sites					\$0	\$0	\$0	\$0	\$0
RW-P-28	Install 9,000 feet of 24" pipe	Water Supply	2020	2	\$7,500,000	\$0	\$7,500,000	\$0	\$0	\$0
RW-P-29	Install 19,700 feet of 30" pipe	Water Supply	2020	2	\$10,200,000	\$0	\$10,200,000	\$0	\$0	\$0
RW-P-30	Direct Potable Reuse - 3, 3.1 million gallon Storage Tanks	Water Supply	2036	3	\$22,200,000	\$0	\$0	\$0	\$0	\$22,200,000
RW-P-31	Recycled Water Loop to Blending Station 3 Connection – Install 10,600 feet of 24" pipe	Water Supply	2029	1	\$5,500,000	\$0	\$0	\$0	\$5,500,000	\$0
Recycled Water Capital Improvements Program Projects Total					\$252,400,000	\$11,166,667	\$81,033,333	\$57,500,000	80500000	\$22,200,000

Notes:

1. Project start years adjusted with City input and do not correspond to December 2015 publication start years.
2. Costs were equally split between years to implement.

Table B4 Stormwater Capital Improvements Program (CIP) Projects

Project ID	Project Name	Driver	Start Year	Years to Implement	Total	Years 1 to 2 (FY2017/18-2018/19) ⁽¹⁾	Years 3 to 5 (FY2019/20-2021/22) ⁽¹⁾	Years 6 to 10 (FY2022/23-2026/27) ⁽¹⁾	Years 11 to 16 (FY2027/28-2032/33) ⁽¹⁾	Years 17 to 23 (FY2036/37-2039/40) ⁽¹⁾
SW-P-1	Drainage Basin: WV - Length 444 ft	Capacity	2020 ⁽²⁾	2	\$173,000	\$0	\$173,000	\$0	\$0	\$0
SW-P-2	Drainage Basin: WV - Length 748 ft	Capacity	2038	2	\$439,000	\$0	\$0	\$0	\$0	\$439,000
SW-P-3	Drainage Basin: OI - Length 607 ft	Capacity	2020 ⁽²⁾	2	\$237,000	\$0	\$237,000	\$0	\$0	\$0
SW-P-4	Drainage Basin: RR - Length 2,436 ft	Capacity	2020 ⁽³⁾	2	\$2,621,000	\$0	\$2,621,000	\$0	\$0	\$0
SW-P-5	Drainage Basin: OI - Length 2,388 ft	Capacity	2038	2	\$1,491,000	\$0	\$0	\$0	\$0	\$1,491,000
SW-P-6	Drainage Basin: VR - Length 5,872 ft	Capacity	2018 ⁽²⁾	2	\$5,768,000	\$2,884,000	\$2,884,000	\$0	\$0	\$0
SW-P-7	Drainage Basin: JS - Length 1,421 ft	Capacity	2018 ⁽²⁾	2	\$968,000	\$484,000	\$484,000	\$0	\$0	\$0
SW-P-8	Drainage Basin: JS - Length 1,292 ft	Capacity	2020 ⁽²⁾	2	\$885,000	\$0	\$885,000	\$0	\$0	\$0
SW-P-9	Drainage Basin: JS - Length 426 ft	Capacity	2020 ⁽²⁾	2	\$292,000	\$0	\$292,000	\$0	\$0	\$0
SW-P-10	Drainage Basin: JS - Length 457 ft	Capacity	2020 ⁽²⁾	2	\$313,000	\$0	\$313,000	\$0	\$0	\$0
SW-P-11	Drainage Basin: JS - Length 655 ft	Capacity	2020 ⁽²⁾	2	\$449,000	\$0	\$449,000	\$0	\$0	\$0
SW-P-12	Drainage Basin: JS - Length 701 ft	Capacity	2020 ⁽²⁾	2	\$480,000	\$0	\$480,000	\$0	\$0	\$0
SW-P-13	Drainage Basin: HS - Length 1,552 ft	Capacity	2020 ⁽²⁾	2	\$606,000	\$0	\$606,000	\$0	\$0	\$0
SW-P-14	22 assets identified in the condition assessment	R&R	2018 ⁽²⁾	2	\$3,324,000	\$1,662,000	\$1,662,000	\$0	\$0	\$0
SW-P-15	Dry Weather Diversion Structure	Resource Sustainability	2021	3	\$370,000	\$0	\$123,333	\$246,667	\$0	\$0
SW-P-16	City-Wide Incentive Program	Resource Sustainability	2021	10	\$2,420,000	\$0	\$242,000	\$1,210,000	\$968,000	\$0
SW-P-17	Santa Clara River Total Maximum Daily Load (TMDL) Infiltration Basin	Resource Sustainability	2023	5	\$1,850,000	\$0	\$0	\$1,480,000	\$370,000	\$0
SW-P-18 ⁽⁴⁾	Mandalay Beach Areas	Capacity	2018	3	\$10,000,000	\$3,333,333	\$6,666,667	\$0	\$0	\$0
Stormwater Capital Improvements Program Projects Total					\$32,686,000	\$8,363,333	\$18,118,000	\$2,936,667	\$1,338,000	\$1,930,000

Notes:

1. Costs were equally split between years to implement.
2. Project start year moved two years later compared to 2015 Capital Improvements Program.
3. Project start year adjusted with City input and do not correspond to December 2015.
4. Project added by City after December 2015 version.



CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 2

DATE: September 26, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Scott Whitney
Police Chief

SUBJECT: Central Business District Security Contract (10/5/5)

CONTACT: Scott Whitney, Police Chief
Scott.Whitney@OxnardPD.org, 385-7624

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a three (3) - year agreement (contract number A-8007) for security services in the Central Business District, the Oxnard Public Library, and the Oxnard Service Center with Professional Security Consultants (“PSC”) in the amount of \$895,000.

BACKGROUND

The City has maintained trade services agreements with private patrol operators to provide uniformed security guard services in the Central Business District (“CBD”) since 2005. These services have been an effective supplement to the Police Department’s presence in the downtown area, helping address quality of life issues and deterring crime.

For purposes of this agreement, the CBD is defined as the area in Downtown Oxnard that is bordered by Wooley Road to the south, Second Street to the north, the west alley of “C” Street to the west, and the east alley of Meta Street to the east.

Private patrol operators are expected to have an increased level of interaction with downtown businesses and visitors, and to be actively engaged in promoting a “safe, clean, and thriving

Central Business District Security Contract (10/5/5)

September 26, 2017

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downtown.” Some of the main expectations of the CBD security “ambassadors” include the following:

- Observe and report illegal, hazardous, or suspicious activities to law enforcement
- Provide information as directed to employees, the public, and visitors of the CBD
- Serve as a helpful person to visitors, travelers, business owners, and employees within the CBD
- Assist the Fire Department, Police Department, and emergency medical services, as necessary

During the past twelve months, additional needs for uniformed security guards at City facilities have arisen. During the fall of 2016, staff from the Oxnard Public Library (“Library”) requested security guard coverage. This included a security guard presence during the Library’s operating hours, and to “help maintain an atmosphere conducive to library study while protecting library users, staff, materials, furniture, equipment and premises.” The existing contract was amended, and was approved by the City Council on January 24, 2017 (Item I.3.A).

In February of 2017, the City Treasurer requested an armed security guard presence at the Oxnard Service Center (“Service Center”) during its hours of operations. Among a number of City offices, the Service Center also houses the City Treasurer’s Office, the Licensing Office, and the Animal Safety Unit. These offices provide services to the public, including the receipt of payments for matters related to utility billing, business and animal licensing, and other services that involve cash handling.

Overall, the current schedule for CBD security guard services provides 136 security guard-hours per week, including forty (40) for a security supervisor. The Library accounts for an additional thirty-three (33) security guard-hours per week, who remain onsite. Coverage at the Service Center will require an additional fifty-two (52) armed security guard-hours per week.

Based on the expanded needs, an RFP was distributed in May of 2017. Per section 6 of the City’s *Purchasing Manual*, the process to select the vendor through an RFP may be used as a basis for entering into a contract when price will not necessarily be the predominant award criteria. Twelve (12) proposals were received, and following a rating process, three (3) finalists were invited to an interview phase with the rating panel. The finalist phase also included presentations to the panel. The rating panel consisted of a Police Commander, a Senior Police Officer, managers from both the Library and the Service Center, and a representative from the Oxnard Downtown Improvement District (ODID). PSC’s quote of \$298,000 per year was the second lowest quote of the three finalists. The lowest quote was \$288,000 per year, or 3.35% lower than the quote provided by PSC. In addition to cost, the panel considered the vendor proposals, qualifications, experience with similar contracts, past performance, evidence of good organizational and management practices, ability to reliably provide security personnel, and the quality of presentation. Vendors were also required to propose a security plan that was specific to the CBD’s needs, including the ability to provide these services within the available budget.

PSC was selected based on the above criteria, as the rating panel believed it provides the services that best suit the current needs of the CBD and civic center.

The ODID is a financial contributor for CBD security services, and will be billed directly by PSC.

Once operational, the selected security services provider will act as a partner with the Police Department personnel that are assigned to work in the CBD, and their day-to-day activities will be coordinated to complement police operations.

STRATEGIC PRIORITIES

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

Goal 2. Enhance business development throughout the City.

Objective 2d. Public safety will collaborate with the business community to promote an environment that supports economic development.

FINANCIAL IMPACT

The \$895,000 value of the agreement with Professional Security Consultants is approximately \$298,333 annually. The City's portion of the agreement is approximately \$223,333. This City's cost is sufficiently budgeted in the General Fund Police Department (Account No. 101-2101-802-8487) and Customer / Utility Billing City Treasurer Department (Account No. 725-1211-852-8209). The ODID will be billed the remainder of \$75,000 annually.

ATTACHMENTS:

Attachment A: CBD Security Services Agreement

Agreement No. A-8007

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

THIS AGREEMENT FOR TRADE SERVICES (“**Agreement**”) is entered into in Ventura County, California, this 1st day of October, 2017, by and between the City of Oxnard (“**City**”) and Professional Security Consultants (“**Vendor**”), subject to the following terms and conditions:

1. Vendor shall provide to City the following services: Private Security Services in the area commonly known as the “Oxnard Central Business District”, the Oxnard Public Library (“OPL”), and the Oxnard Service Center, as described in Exhibit 1, attached hereto and incorporated by this reference in full herein (the “**Services**”).
2. Vendor shall provide the Services during the term of this Agreement, as set forth in Section 3 below. Vendor shall be excused for delays resulting from causes beyond the control of Vendor.
3. This Agreement shall begin on October 1, 2017, and shall end on September 30, 2020. City may terminate this Agreement at any time, with or without cause, by giving 60-day written notice to Vendor, specifying the effective date of termination. Unless City asserts that Vendor has breached the Agreement, City agrees to pay Vendor in full for the Services satisfactorily performed as of the effective date of termination, including any expenditures incurred on City’s behalf, whether for the employment of third parties or otherwise. If City pays for any materials, City shall be entitled to the title and possession of such materials.
4. City shall pay Vendor an amount not to exceed \$315,000 per year at the rates detailed in Exhibit 2 for the Services performed during the term of this Agreement. Vendor’s acceptance of final payment made pursuant to this Agreement shall constitute a release of City from all claims and liabilities for compensation to Vendor for anything completed, finished or relating to the Services. Vendor agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Vendor or its employees, subcontractors, agents and sub-vendors for the accuracy and competency of the information provided and/or the Services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Vendor, its employees, subcontractors, agents and sub-vendors. Vendor shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service. If any sales tax is due for the Services performed by Vendor or materials or products provided to City by Vendor, Vendor shall pay the sales tax. City shall not reimburse Vendor for sales taxes paid by Vendor.
5. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as **Exhibit A**. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index, all items, prepared by the

Agreement No. A-8007

Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

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

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

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

6. To the fullest extent permitted by law, Vendor shall (1) immediately defend; (2) indemnify; and (3) hold harmless City, its City Council, each member thereof, and its directors, officers, and employees (the “**Indemnified Party**”) from and against all liabilities regardless of nature, type, or cause, arising out of or resulting from or in connection with Vendor’s performance of this Agreement or Vendor’s failure to comply with any of its obligations contained in this Agreement. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys’ fees; court costs; and costs of alternative dispute resolution. Vendor’s obligation to indemnify applies unless it is adjudicated that any of the liabilities covered by this Section are the result of the sole active negligence or sole willful misconduct of the Indemnified Party. If it is finally adjudicated that liability is caused by the comparative negligence or willful misconduct of the Indemnified Party, Vendor’s indemnification obligation shall be reduced in proportion to the established comparative liability of the Indemnified Party.

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

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Party, Vendor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs.

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

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

8. Vendor shall obtain and maintain during the performance of the Services under this Agreement the insurance coverages specified in **Exhibit INS-A**, attached hereto and incorporated herein by reference, issued by a company satisfactory to the Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vendor obtain and maintain such insurance coverages.

a. Vendor shall, prior to performance of the Services, file with the Risk Manager evidence of insurance coverage as specified in **Exhibit INS-A**.

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

9. In performing the Services under this Agreement, Vendor is an independent contractor. Vendor and Vendor's agents, employees, subcontractors and other persons acting on Vendor's behalf are not officers or employees of City.

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

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

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

13. Any notices to Vendor may be delivered personally or by mail addressed to: Shaul Maouda, Senior Vice President, Professional Security Consultants, 11454 San Vicente Boulevard, 2nd Floor, Los Angeles, CA 90049. Any notices to City may be delivered personally

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or by mail addressed to: Kevin Baysinger, Commander, Oxnard Police Department, 251 S. "C" Street, Oxnard, CA 93030.

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

15. Vendor agrees that City or its auditors shall have access to and the right to audit and reproduce any of Vendor's relevant records to ensure that City is receiving all the Services to which City is entitled under this Agreement or for any other purpose relating to the Agreement. Vendor shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Vendor agrees to maintain all such records in City or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

16. 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]

Agreement No. A-8007

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

CITY OF OXNARD

VENDOR

☐ Tim Flynn, Mayor
(if agreement is \$250,000.01 or more)

Date

Moshe Alon, President/CEO

Date

ATTEST:

Shaul Maouda, Senior Vice President

Date

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)

Date

APPROVED AS TO CONTENT:

Kevin Baysinger, Project Manager
(required for any agreement amount)

Date

Scott Whitney, Chief of Police
(if agreement is \$25,000.01 or more)

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)

Date

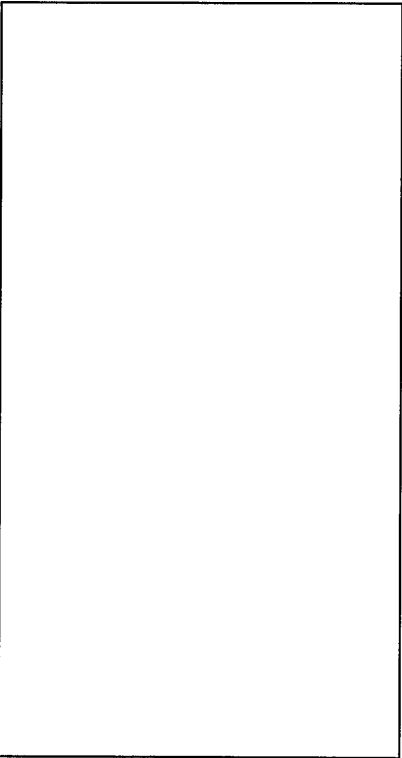


EXHIBIT 1

Scope of Services

Vendor will provide security services to the following areas:

1. The area known as the Oxnard Central Business District (“CBD”), an approximately thirty-five square block area in downtown Oxnard bounded by the north side of Wooley Road to the north, south of Second Street to the south, the alley west of “C” Street to the east and the west side of Meta Street to the west. Security services will focus in and around the new multi-level parking structure (“Parking Structure”) located on the southeast corner of Third Street and “B” Street, “Centennial Plaza”, a Cineplex, restaurant and shopping complex located at the corner of Fifth Street and “B” Street, and City facilities and buildings located in the CBD.

A suggested schedule for uniformed patrol persons within the CBD is as follows:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours
Supervisor	1500-2300	Off	Off	0700-1500	1500-2300	0700-1500	0700-1500	40
Officer	1830-0230	1500-2300	1500-2300	Off	Off	Off	0900-1700	32
Officer	0700-1500	Off	0700-1500	1500-2300	Off	Off	1700-2300	32
Officer	Officer	0700-1500	Off	Off	0700-1500	1500-2300	1700-2300	32

2. The Oxnard Public Library (“OPL”) located at 251 S. “A” Street. The OPL is a 72,000 square foot library building which has two main public doors at both the “A” Street side and Parking Lot/Civic Center side, a staff entrance, and a loading dock. It includes administrative work space, public indoor and outdoor patio space, public restrooms, public meeting space, and a gift shop. Its proximity to the City’s Civic Center, Transportation Center (approximately two blocks away), Plaza Park (three blocks), and Heritage Square (four blocks) situate the OPL in a high traffic area. The OPL is open to the public Monday through Thursday 9:00AM to 8:00PM, Saturday from 9:00AM to 5:30PM and Sundays from 1:00PM to 5:00PM.

The schedule for unarmed uniformed patrol persons at the OPL is driven by available funding, security demands, and hours of operation. The schedule is subject to change and will be agreed upon by the City and Vendor. A suggested schedule for uniformed patrol persons at the OPL is as follows:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Total Hours
Officer	0845-1730	1245-1700	1300-1745	1300-1745	1300-1745	1300-1745	Closed	33

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3. The Oxnard Service Center located at 214 S. “C” Street, and is also owned and operated by the City of Oxnard. The Service Center has two main public doors at both the “C” Street side and the Parking Lot/Civic Center side.

The north side of the lobby is occupied by the City Treasurer's Department and Animal Safety Unit providing service to the residents and business community, including conducting City-related payments for utility billing, business licensing, animal safety and cash handling services. The lobby has a high volume of foot traffic each business day. Hours are Monday through Thursday 8:00 AM to 6:00 PM and every other Friday 9:00 AM to 5:00 PM. Offices are closed all designated city holidays; however, certain employees may be staffed inside during off hours.

The schedule for **armed** uniformed patrol persons at the Oxnard Service Center is driven by available funding, security demands, and hours of operation. This schedule is subject to change and will be agreed upon by the City and Vendor. The total hours per week will be approximately 52. The vendor will be expected to provide continuous coverage throughout the day (i.e., an on-duty break and lunch period). A suggested schedule for uniformed patrol persons at the Oxnard Service Center is as follows:

Personnel	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday*	Total Hours
Officer	Closed	Closed	0745-1830	0745-1830	0745-1830	0745-1830	0845-1730*	51.75

The general parameters for private security operations are as follows:

Private Security Officer and Ambassador Responsibilities:

The assigned private security persons will:

- a. Patrol assigned areas as required using a variety of means including foot patrol, bike patrol, vehicle patrol and video surveillance.
- b. Observe and report any suspicious or hazardous activities to authorities by contacting the Vendor’s control center or by notifying the City directly.
- c. Act as ambassadors providing information as directed to employees, the public, and visitors of the CBD, OPL and Oxnard Service Center.
- d. Deter theft, loss, damage or misuse of property.
- e. Regularly survey the security and safety status of the CBD, OPL and Oxnard Service Center and report findings.
- f. Assist in the evacuation of CBD, OPL and Oxnard Service Center employees, the public, and visitors as necessary.
- g. Assist Oxnard Fire Department, medical services, and law enforcement as necessary.

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- h. Maintain and update the security procedures manual, commonly known as "Post Orders".
- i. Maintain a professional appearance and conduct at all times.
- j. Utilize the CBD storefront in the Parking Structure as a base of operations.
- k. Prepare monthly, weekly, and daily post logs.
- l. Provide a daily log noting exceptional events and observations.
- m. Maintain photographic and written records of banned persons, habitual offenders, and person who have been advised about trespassing on City property.

Additional duties of assigned security persons at the OPL include the following:

- n. The patrol person receives general supervision from the Library Manager. The patrol person should circulate throughout the public areas of the Library to maintain an orderly atmosphere conducive to library study and enjoyment while protecting library users, staff, materials, furniture, equipment, and premises, and perform related duties as required.
- o. Enforce the OPL Code of Conduct.
- p. Perform duties and responsibilities pertaining to those of the Library Proctors.
- q. Deal effectively and properly with disruptions in a respectful and tactful manner; proactively prevent disruptions.
- r. Protect life and property of library staff and patrons.
- s. Continuously patrol the library with a focus on the major problem areas.
- t. Periodically patrol the outside areas of the library with a focus on the parking lot.
- u. Expel unruly persons and detain more serious offenders for law enforcement.
- v. Check restrooms and areas not open to the public.
- w. Assist at closing times to ensure that all users leave the premises.
- x. Upon request, ensure staff safely reach their vehicles.
- y. Perform other duties as required to maintain effective and efficient security.

Additional duties of assigned armed security persons at the Oxnard Service Center include the following:

- z. The patrol person receives general supervision from the Service Center Manager and staff.
- aa. Provide a high visibility representative of the Service Center for patrons and visitors.

Agreement No. A-8007

- bb. Offer customer service to those who ask for it, and those who may look as if they need assistance.
- cc. Identify those persons who may be suspicious and alert staff and/or authorities as necessary.
- dd. Deter crime and misconduct through high-visibility patrols and interactions with suspicious individuals.
- ee. Report violations of the law to police.

Vendor Responsibilities

- a. Vendor will provide adequate supervision and management.
- b. Vendor will consult CBD police staff to develop an appropriate private security deployment that deters crime and disorder and otherwise promotes a positive quality of life.
- c. Vendor will utilize a guard tour tracking and reporting system.
- d. Vendor shall provide copies of the guard monthly, weekly, and daily logs to the City upon request.
- e. Vendor must be a licensed private patrol operator in good standing with the California Department of Consumer Affairs, Bureau of Security and Investigative Services.
- f. Each security officers and supervisor assigned to this project must possess a valid and permanent California Department of Consumer Affairs, Bureau of Security and Investigative Security Services security guard registration while on the job site. A “screen print” of the Bureau’s approval from the Bureau’s web site at www.dca.gov/bsis along with valid photo identification is not an acceptable alternative to this requirement.
- g. Each security officer and supervisor assigned to this project must be able to speak, read and write in English.
- h. Vendor employees assigned to this project may be required to submit a Live Scan and criminal history check performed by the Oxnard Police Department at the City’s expense with or without notice.
- i. The Oxnard Downtown Management District and City reserve the right to reject Vendor employees from this project with or without cause.

Agreement No. A-8007**Regulations**

Vendor shall comply with the following private patrol operator regulations:

Badges/Insignia

The Chief of Police or designee may prescribe the size, shape, and inscription upon the badge or insignia to be worn by a patrol person. The design of the badge or insignia shall not be an imitation of, resemble, or be readily mistaken as a badge or insignia of local, county, state, or federal law enforcement officers. The badge or insignia must comply with the provisions of the California Business and Professions Code.

Uniforms

1. No patrol person shall wear or be required to wear any uniform that imitates, resembles, or may readily be mistaken for the uniform of local, county, state, or federal law enforcement officers. Uniforms must comply with the provisions of the California Business and Professions Code.
2. No patrol person shall wear or be required to wear a uniform shirt which is similar to, or may be mistaken for the uniform shirt of a local, county, state, or federal law enforcement agency. Shirt colors specifically prohibited are black, dark blue, navy blue, French blue, khaki (yellowish-brown) or a similar color or hue.
3. When a patrol person wears any type of clothing or covering over an authorized uniform shirt, the outermost garment will be marked with a patch on at least one shoulder that reads "Private Security" and will include the name of the private patrol company by which the person is employed, or which the person represents. A badge or cloth patch will be affixed on the upper left breast of the uniform and shall have clearly visible the words "Private Security". Across the back to the outermost garment will be permanently marked "District Safety" in a high-contrast color in standard sans-serif characters no smaller than two inches in height.
4. The Chief of Police or designee may authorize a special uniform blazer apparel for a patrol person or uniformed in-house security guard working a fixed post at a specific location, e.g. commercial building lobby and not assigned to a foot or vehicle patrol assignment. The uniform blazer typically consists of a light weight, single-breasted jacket with the insignia or uniform patch affixed over the breast pocket.

Vehicles

1. Private patrol operators shall be prohibited from using any vehicle that imitates, resembles, or may be readily mistaken for the vehicles used by any local, county, state, or federal official public law enforcement agency. No vehicle used by a private patrol service shall be equipped with a red light or siren.
2. The private patrol operator license number, prefaced with the letters "PPO", will be permanently affixed to the rear of each vehicle used for patrol services by a private patrol operator.

Agreement No. A-8007

3. Any vehicle used for private patrol must be marked permanently with the words “Private Security” or “Security Patrol” on the rear and both sides of the vehicle.
4. Any required vehicle lettering pursuant to this section shall:
 - a. Consist of a standard sans-serif font with characters no smaller than two inches in height.
 - b. The lettering must be in a high contract color with the background color where affixed.
5. Vehicles owned by the City and used by the private patrol operator are exempt from this section.

Report of Violations of Laws

No patrol person shall perform, or be required to perform, official police or investigation activities but shall make a report to the Police Department of any felonies, high-grade misdemeanors, or violations of federal law which come to his/her attention. High grade misdemeanors include theft, violations of dangerous weapons control laws, traffic manslaughter, indecent exposure, child molesting, contributing to the delinquency of a minor, lewd conduct, and all other misdemeanor sex offenses. Such reports may be made by telephone or personal visit to the watch commander or other person charged with the duty of receiving report of law violations.

Agreement No. A-8007

EXHIBIT 2

Fee Schedule

Description	Weekly Hours	Billing Rate	Weekly Cost	Annual Cost
Officer (CBD)	94	\$24.62	\$2,314.28	\$120,342.56
Officer (OPL)	33	\$24.62	\$812.46	\$42,247.92
Armed Officer (Service Center)	52	\$28.91	\$1,503.32	\$78,172.64
Supervisor	40	\$27.55	\$1,102.00	\$57,204.00
Total	219		\$5,732.06	Not to Exceed \$315,000

Work outside of scope of work hours will be billed at 1.5 of each year hourly rate. Holiday rate will be billed at 1.5 of each year hourly rate.

Note: Cost does not include state use/sales tax. PSC will bill additionally, based on the state's current use/sales tax percentage. Wage increases will be reviewed on a case-by-case basis, and any increase as a result of a minimum wage increase will cause additional reduction of hours, unless there is a corresponding increase in funding.

Federal Holiday:

PSC recognizes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Officers that work on these holidays will receive pay equal to 1.5 times their regular rate for each hour performed. Therefore, PSC charges 1.5 times the usual billing rate for officers working during these six (6) federal holidays.

Additional Security Coverage:

PSC charges times and a half the usual rate for officers working during additional hours for emergency coverage and special events, if client management is unable to provide at least 72 hours advance notice of a required increase in manpower deployment.

Also Included in the Price:

Corporate supervision inspections
 Training
 CPR/First Aid Training and Certification
 Uniforms
 Case Mobile Tour System
 Incident Tracking System
 Background checks and drug testing.

Agreement No. A-8007

Extra Insurance Coverage

General Liability: \$25,000,000
Worker’s Compensation: \$1,000,000
Employer’s Liability (EPLI): \$1,000,000
Auto: \$1,000,000 per occurrence
Excess – Auto and Employer Liability: \$5,000,000

Agreement No. A-8007

EXHIBIT A

LIVING WAGE POLICY

The Living Wage Policy of the City of Oxnard is hereby adopted by the City Council on July 9, 2002 to be effective October 1, 2002.

1. Pursuant to this Living Wage Policy, a service contractor shall pay those employees who provide services to the City under contract:
 - (a) Effective October 1, 2002, at least \$9.00 an hour for the time during which the employee is providing services to the City;
 - (b) Effective July 1, 2003, at least \$9.25 an hour for the time during which the employee is providing services to the City and 32 hours of paid leave per every calendar year in which an employee provides services to the City;
 - (c) Effective July 1, 2004, at least \$10.59 an hour for the time during which the employee is providing services to the City and 64 hours of paid leave per every calendar year in which an employee provides services to the City; and
 - (d) Effective July 1, 2005, at least \$12.22 an hour for the time during which the employee is providing services to the City and 96 hours of paid leave per every calendar year in which an employee provides services to the City.
2. The hourly rates established in Section 1 shall be adjusted July 1, 2006 and, each July 1 thereafter, according to the percentage change since July 1, 2005 in the Consumer Price Index prepared by the Bureau of Labor Statistics for the Los Angeles, Anaheim, Riverside area relating to all urban consumers.
3. A service contractor executing a service contract with the City for which the City will pay the contractor \$25,000 or more during the contract term shall be subject to the Living Wage Policy.
4. A service contractor executing more than one service contract with the City, and the combined monetary total of the payments by the City pursuant to such contracts is \$25,000 or more for the combined contract terms shall be subject to the Living Wage Policy.
5. This Living Wage Policy shall not govern the following types of contracts for: (a) the purchase, rental or lease of goods, products, equipment, supplies or other personal property; (b) public works projects as defined in State or local law; and (c) professional services.

Agreement No. A-8007

6. This Living Wage Policy shall not govern the following service contractors: (a) nonprofit entities organized under IRS Code section 501(c)(3); (b) public entities such as cities, counties, special districts, states and the federal government; and (c) businesses employing fewer than five persons.
7. The City Attorney is directed to include in all standard trade services contracts and all contracts involving unique trade services, the language set forth in **Exhibit 1** attached hereto and incorporated herein by this reference.
8. If a service contractor fails to comply with this Living Wage Policy, the City Manager is directed to terminate the subject service contract immediately and to impose appropriate fines and penalties as set forth in the service contract.
9. The City Manager and the City Attorney are responsible for the administration and enforcement, respectively, of the Living Wage Policy. If an employee of a service contractor governed by the Living Wage Policy concludes that he/she has been retaliated against for the exercise of rights under the Living Wage Policy, the employee should contact the City Manager at 385-7430.
10. The City Manager shall reasonably cooperate with representatives of the Ventura County Living Wage Coalition to ensure the effective administration and enforcement of the Living Wage Policy.
11. This Living Wage Policy may be changed only by City Council and only after a duly noticed public hearing.
12. The City Manager is directed to ensure that the City Council will review the Living Wage Policy as part of the FY 2003-2004/05 budget process.

Agreement No. A-8007

Exhibit 1

Living Wage Policy

Pursuant to the Living Wage Policy adopted July 9, 2002 by the City Council and effective October 1, 2002, the City Manager and City Attorney are directed to include the following language in all standard trade services contracts and all unique trade services contracts governed by the Living Wage Policy.

- A. Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit A. While this Agreement is in effect, Vendor shall pay such employee no less than \$15.51 per hour for each hour that such employee provides services under this Agreement. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.
- B. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by City Council on July 9, 2002 and effective October 1, 2002.
- C. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- D. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.

Agreement No. A-8007

**CITY OF OXNARD LIVING WAGE REQUIREMENTS
EFFECTIVE JULY 1, 2017**

Vendor shall compensate any employee of Vendor who provides services under this Agreement in accordance with the Living Wage Policy, attached hereto and incorporated herein by reference as Exhibit 1. While this Agreement is in effect, Vendor shall pay such employee no less than **\$15.51 per hour** for each hour that such employee provides services under this Agreement. **This hourly rate shall be adjusted on July 1, 2018, and each July 1 thereafter, according to the percentage change in the Consumer Price Index**, all items, prepared by the Bureau of Labor Statistics for the Los Angeles, Riverside, Orange County area relating to all urban consumers (CPI-U), index base 1967 + 100, comparing May of the previous year to May of the current year. In addition, while this Agreement is in effect, Vendor shall provide to such employee no less than 96 hours of paid leave per calendar year.

- b. Vendor agrees to post, at a location readily accessible to those employees providing services to the City, a copy of the Living Wage Policy adopted by the Oxnard City Council on July 9, 2002 and effective October 1, 2002.
- c. If Vendor fails to compensate such employee pursuant to the Living Wage Policy, the City Manager or designee shall terminate this Agreement on written notice to Vendor, effective immediately.
- d. In addition, if Vendor fails to comply with the Living Wage Policy in any manner, Vendor shall pay to City a fine of \$500 and shall pay to any employee providing services under this Agreement a penalty of three times the amount or value of the compensation owed to such employee under the Living Wage Policy. Vendor shall pay such fine and penalty within 15 days after the City Manager or designee provides written notice to Vendor of the amount owed.
- e. The foregoing requirements are restated on pages 1 and 2 of the Agreement for Trade Services.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession to a minimum coverage of \$1,000,000, with neither Consultant nor listed subconsultants 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. Consultant 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-A. 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 commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

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

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

4. Consultant agrees that the commercial general liability and business automobile liability insurance policies shall be endorsed to name City, its City Council, officers, employees, agents and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees, agents and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-A 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. The insurer shall declare any deductibles or self-insured retentions to and be 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 Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

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

Endorsement Forms

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

INS-A.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 [] CLAIMS MADE [x] OCCUR. [x] OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE \$1,000,000 PRODUCTS COMP/OP AGG . \$1,000,000 PERSONAL & ADV. INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ MED. EXPENSE (Any one person) \$
A	AUTOMOBILE LIABILITY [x] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT \$1,000,000 BODILY INJURY \$ (Per person) BODILY INJURY \$ (Per accident) PROPERTY DAMAGE \$
A	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$1,000,000 DISEASE-POLICY LIMIT \$1,000,000 DISEASE-EACH EMPLOYEE \$1,000,000
A	OTHER Errors and omissions insurance or malpractice insurance available for the insured's profession				Minimum coverage \$1,000,000 Each consultant/ & listed sub-consultant \$500,000

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

CERTIFICATE HOLDER
City of Oxnard
Attn: Risk Manager
Reference No. _____
300 W. Third Street, Suite 302
Oxnard CA 93030

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")		SUBMIT IN DUPLICATE	
		ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
PRODUCER		POLICY INFORMATION:	
Telephone:		Insurance Company:	
		Policy No.:	
		Policy Period: (from) (to)	
		LOSS ADJUSTMENT EXPENSE ☐ Included in Limits	
		☐ In Addition to Limits	
NAMED INSURED		☐ Deductible ☐ Self-Insured Retention (check which) of \$ _____	
		with an Aggregate of \$ _____ applies to _____	
		coverage. ☐ Per Occurrence ☐ Per Claim (which)	
		APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered	
		CITY AGREEMENTS/PERMITS	
TYPE OF INSURANCE		OTHER PROVISIONS	
GENERAL LIABILITY			
☐ COMMERCIAL GENERAL LIABILITY		☐ Claims Made	
☐ COMPREHENSIVE GENERAL LIABILITY		Retroactive Date _____	
☐ OWNERS & CONTRACTORS PROTECTIVE		☐ Occurrence	
COVERAGES		LIABILITY LIMITS IN THOUSANDS \$	
☐ GENERAL		EACH OCCURRENCE AGGREGATE	
☐ PRODUCTS/COMPLETED OPERATIONS			
☐ PERSONAL & ADVERTISING INJURY			
☐ FIRE DAMAGE			
☐ _____			
☐ _____			
		CLAIMS: Underwriter's representative for claims pursuant to this insurance.	
		Name: _____	
		Address: _____	

		Telephone: () _____	
In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:			
1. INSURED. The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.			
2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.			
3. SEVERABILITY OF INTEREST. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.			
4. CANCELLATION NOTICE. With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.			
5. PROVISIONS REGARDING THE INSURED'S DUTIES. Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.			
6. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:			
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: Risk Manager		☐ Broker/Agent ☐ Underwriter ☐ _____	
Reference No. _____		I _____ (print/type name), warrant that I have authority to	
300 W. Third Street, Suite 302		bind the above-mentioned insurance company and by my signature hereon do so bind	
Oxnard, CA 93030		this company to this endorsement.	
		Signature _____	
		(original signature required)	
		Telephone: () _____ Date Signed: _____	

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CITY COUNCIL
AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 3

DATE: September 26, 2017

TO: City Council

THROUGH: Greg Nyhoff
City Manager

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

FROM: Steve Naveau
Director of Human Resources

A handwritten signature in blue ink, appearing to read "Steve Naveau".

SUBJECT: City Attorney Employment Agreement (5/5/5)

CONTACT: Steve Naveau, Director of Human Resources
Steve.Naveau@oxnard.org, 385-7947

RECOMMENDATION:

That the City Council:

1. Approve and authorize the Mayor to execute an Amended and Restated Employment Agreement between the City of Oxnard and Stephen Fischer (Agreement No. A-7880) to extend the term of the Agreement one year to April 8, 2020, and modify salary and benefits.
2. Adopt the Salary and Classification Resolution for the City Attorney to reflect the agreed upon salary increases.

BACKGROUND

On April 5, 2016, the City Council approved Agreement A-7880 (the "Agreement") with Stephen Fischer providing the terms and conditions concerning his employment as the City Attorney. This Agreement was for an initial period of three (3) years through April 8, 2019.

The City Council recently completed its first evaluation of the City Attorney's performance and determined, based on satisfactory performance, to extend the term of the Agreement an additional 12 months through April 8, 2020 and make other changes to the terms of the Agreement as follows:

CalPERS: Effective the first pay period following July 1, 2019, Fischer will pay an additional 2% of wages towards his PERS employee rate for a total payment by Fischer of 7%.

Wages: Fischer's base salary shall be set at \$215,250 per year effective July 1, 2017, which reflects the 2% COLA received by department heads, mid-managers and other unrepresented employees in July as set forth in Resolution No. 15,039 (adopted June 27, 2017), and a 3% merit increase based on the performance evaluation. Fischer shall receive the same base salary COLA increases as Unrepresented Executive Employees set forth in Section III. A. ii-v. of Resolution No 15,039. Those increases have been calculated into a salary range which is depicted in the classification and salary resolution attached to this item. The COLA increases for the Executive Group are as follows:

First full pay period following January 1, 2018 – 2%
First full pay period following July 1, 2018 – 2%
First full pay period following July 1, 2019 – 3%
Effective September 30, 2019 – 1.5%

Benefits: The Agreement terms have been revised to conform employment benefits to those granted to Unrepresented Executive Employees in Resolution No. 15,039, including annual leave accrual, redemption and conversion.

These changes to the original Agreement terms have been set forth as an "Amended and Restated Employment Agreement."

FINANCIAL IMPACT

Funding for the City Attorney's compensation and benefits sufficient to defray the cost of the Amended and Restated Employment Agreement (A-7880) is provided in the approved budget.

ATTACHMENTS:

Attachment A: Employment Agreement - A-7880

Attachment B: Classification and Salary Resolution

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT BETWEEN
CITY OF OXNARD AND STEPHEN M. FISCHER**

This Amended and Restated Employment Agreement (“Agreement”) is made and entered into in Ventura County, California by and between the City of Oxnard, California (“City”) and Stephen M. Fischer (“Fischer”).

WHEREAS, the Oxnard City Code provides for the retention of a City Attorney by the City Council and establishes certain powers, duties and guidelines with respect to the position of City Attorney; and

WHEREAS, Fischer has served as Assistant City Attorney since February 17, 2009; and

WHEREAS, Fischer has served as Interim City Attorney since July 12, 2013; and

WHEREAS, the City Council appointed Fischer as City Attorney on April 5, 2016, and entered into an Employment Agreement with Fischer effective April 9, 2016 (“First Employment Agreement”); and

WHEREAS, following the City Council’s evaluation of Fischer’s performance pursuant to Section 10 of the First Employment Agreement, the City Council and Fischer desire to enter into this Amended and Restated Employment Agreement to establish the terms of Fischer’s continued employment relationship with City and to replace in its entirety the First Employment Agreement.

NOW, THEREFORE, City and Fischer agree as follows:

1. Term. The term of this Agreement shall begin effective September 26, 2017, and shall expire on April 08, 2020.
2. Scope of Services. The City Council appoints Fischer to serve as City Attorney. Fischer agrees to provide City with the legal services, advice, assistance, and management skills as may be required of the City Attorney by City Council, and to perform the functions and duties specified for the City Attorney in the Oxnard City Code.
3. Exclusive Employment by City. The employment provided for by this Agreement shall be Fischer’s sole employment. Recognizing that certain outside teaching opportunities provide indirect benefits to City and the community, Fischer may elect, with the prior written approval of the City Council, to accept limited teaching opportunities with the understanding that such arrangements may not constitute interference with or a conflict of interest with his responsibilities under this Agreement.
4. Compliance with Laws. Fischer shall perform these services in accordance with all laws, ordinances and regulations applicable to these services.
5. Compensation.

- A. City agrees to compensate Fischer for his services at a base salary of \$215,250 per year effective July 1, 2017, subject to the base salary increases for Unrepresented Executive Employees set forth in Section III.A.ii-v. of Resolution No 15,039.
- B. City agrees to pay Fischer his base salary in twenty-six bi-weekly installments.

6. Vehicle Allowance. City agrees to pay to Fischer, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of four thousand two hundred dollars (\$4,200) per year, payable in equal installments each pay period, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. Fischer shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. City shall reimburse Fischer at the IRS standard mileage rate for any business use of the vehicle beyond the greater Oxnard area. For purposes of this Section, use of the vehicle within the greater Oxnard area is defined as travel to locations within a 75-mile radius of the Oxnard City Hall.

7. Annual and Administrative Leave.

- A. Fischer shall accrue annual leave based on the schedule for Unrepresented Executive Employees set forth in Section VII.A.i. of Resolution No 15,039.
- B. Fischer shall at the start of each fiscal year be credited with eighty (80) hours of administrative leave.
- C. City agrees that Fischer may redeem and convert annual leave or reserve leave during each year of the term of this Agreement subject to the conditions for use of annual leave by Unrepresented Executive Employees set forth in Resolution No 15,039.

8. Retirement.

- A. During the term of this Agreement, City agrees that Fischer shall continue to be enrolled in the California Public Employees (PERS) Retirement System 2% at 55 Plan. Fischer shall pay five percent (5%) of PERSable wages toward the PERS employee contribution rate with the City paying the remaining two percent (2%) for a total of seven percent (7%). Effective the first full pay period following July 1, 2019, Fischer shall commence paying the full seven percent (7%) of PERSable wages toward the PERS employee contribution rate. The City shall continue to pay 100% of "Employer's share" of PERS contributions on behalf of Fischer.
- B. Fischer shall also continue to participate in the Public Agency Retirement

System ("PARS") Supplemental Retirement Plan. Fischer shall contribute 5% of base salary and City shall contribute the remaining 3%.

- C. City shall permit Fischer to participate in any City-sponsored deferred compensation program and 401(a) Plan, and City shall match Fischer's contribution to such deferred compensation program and 401(a) Plan up to three percent (3%) of Fischer's base salary.

- 9. Management Benefits. Fischer shall be entitled to the benefits and rights afforded Unrepresented Executive Employees of City, including but not limited to holiday leave pay, bereavement leave, annual leave redemption upon separation from service, cafeteria plan, life, dental, and long-term disability insurance benefits, workers' compensation, any other insurance benefits, and participation in the City-sponsored management and confidential employee wellness program.

- 10. Regular Evaluations and Incentive Compensation. City agrees to conduct an evaluation of Fischer's performance on a regular basis. The evaluation shall be in accordance with criteria developed jointly by City Council and Fischer. City Council shall provide Fischer, upon request, with a summary written statement of the evaluation of the City Council and provide an adequate opportunity for Fischer to discuss his evaluation with City Council. City Council shall, in its sole discretion, grant one-time or ongoing increases to Fischer's base compensation at the time of such evaluation, provided that such compensation shall be approved by City Council by resolution in open session.

- 11. Other Terms and Conditions of Employment. The City Council, only upon agreement with Fischer, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Fischer, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Oxnard City Code, or any other law.

- 12. Reimbursement of Professional Expenses.

- A. City agrees to budget and to pay for the professional dues and subscriptions of Fischer necessary for his participation in national, state and local bar associations and other professional organizations related to performance of Fischer's duties as City Attorney.
- B. City agrees to budget for and to pay reasonable expenses of Fischer to attend professional meetings to pursue necessary functions related to his work for the City, including but not limited to the League of California Cities and such other national, state and local government-related associations and organizations.
- C. City also agrees to budget for and to pay reasonable expenses of Fischer for courses, institutes and seminars related to the performance of his duties as City Attorney.

13. Indemnity. The City shall provide Fischer the defenses and indemnities as provided by Government Code Section 825 and any related provision of the California Government Code related to indemnification of public employees for those claims or actions arising out of an act or omission occurring within the scope of his employment as the City Attorney. This covenant shall survive the termination of this Agreement.

14. Leave of Absence with Pay. City may order Fischer on a leave of absence, not to exceed 90 working days, with full pay and benefits at any time during the term of this Agreement by action of a majority of the City Council.

15. Termination by City.

- A. The City Council may terminate this Agreement at any time for any reason or no reason by providing written notice to Fischer of the City Council's decision. Such termination shall be effective as of the date stated in the written notice.
- B. In the event of termination under this paragraph by the City Council, and except as provided in subsection D. below, City agrees to continue to pay Fischer his base salary and to provide Fischer his Unrepresented Executive Employee benefits, specified in paragraphs 7, 8, and 9 herein for a period of one hundred and fifty (150) days from the date of the notice of termination or until Fischer is employed in another position, whichever event occurs first (salary continuation period). During this one hundred and fifty (150) day period, at City Council's sole discretion, Fischer shall continue to perform the functions and duties of the position of City Attorney or Fischer may be placed on leave of absence from his position. During such leave of absence, Fischer shall not engage in outside employment. The salary continuation period specified above shall increase to one hundred and eighty (180) days on April 09, 2018.
- C.
 - (1) In the event that Fischer secures and is compensated for other employment with a greater base salary within the salary continuation period set forth in subparagraph B, City's obligation for any payments to Fischer shall cease as of the date Fischer begins such other employment.
 - (2) If, however, Fischer secures and is compensated for other employment with a lower base salary within the salary continuation period set forth in subparagraph B, City agrees that as of the date Fischer begins such other employment, City shall be obligated to pay to Fischer the difference between Fischer's base salary at that time as established by this Agreement and the base salary paid to Fischer from the other employment during

any period remaining of the salary continuation period specified in subparagraph B.

- (3) The payments pursuant to this section shall not exceed the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5 of the California Government Code. Pursuant to California Government Code Section 53243.2, any lump severance payment paid to Fischer under this section shall be fully reimbursed by Fischer to the City if Fischer is convicted of a crime involving an abuse of his office or position, including as set forth in California Government Code Section 53243.4.

D. In the event City terminates this Agreement because of an illegal act or an act involving moral turpitude or misconduct by Fischer, City shall have no obligation to pay the amount set forth in subparagraph B above.

16. Termination by Fischer. In consideration of the provisions of paragraph 15 of this Agreement, Fischer agrees to provide City with ninety (90) days advance written notice of his voluntary resignation unless such notice is waived by the City.

17. Ownership of Materials. Upon termination of this Agreement, Fischer agrees to deliver to City all materials and documents belonging to City.

18. Notices. Any notices to City may be delivered personally or by mail addressed to City Manager, City of Oxnard, 300 West Third Street, Oxnard, California 93030. Any notice to Fischer may be delivered personally or by mail addressed to Stephen Fischer, 305 West Third Street, Suite 100E, Oxnard, California 93030.

19. Amendment. This Agreement may be amended only in writing signed by both City and Fischer.

20. General Provisions.

A. Integration. City and Fischer agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written. The parties by mutual written agreement may amend any provisions of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. Binding Effect. This Agreement shall be binding on the City and Fischer as well as their heirs, assigns, executors, personal representatives and successors in interest.

- C. Effective Date. This Agreement shall become effective on September 17, 2017.
- D. Severability. The invalidity or partial invalidity of a portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
- E. Ownership of Materials. All of Fischer's writings, reports and other documentation generated as the result of this Agreement are and shall be the property of the City.
- F. Non-Assignment. This Agreement is for professional and unique services of Fischer, which are personal to the City. This Agreement is not transferable or assignable by Fischer.
- G. Governing Law. This Agreement and the rights and obligations of the parties shall be governed and interpreted in accordance with the laws of the State of California.

CITY OF OXNARD

STEPHEN M. FISCHER

 Tim Flynn, Mayor

 Stephen M. Fischer

ATTEST:

 Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

 Jefferson Billingsley, Assistant City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD AMENDING
RESOLUTION NO. 15,029 PURSUANT TO CHAPTER 4 OF THE CITY PERSONNEL RULES AND
REGULATIONS

WHEREAS, Chapter 4, Article 4.5 of the City of Oxnard Personnel Rules and Regulations requires that the City of Oxnard classification listing all classes of positions in the general city service be established by resolution of the City Council; and,

WHEREAS, Chapter 4, Article 4.9 of the City of Oxnard Personnel Rules and Regulations provides that when needed, the City Manager shall recommend new classifications and/or salary ranges to the City Council for consideration; and,

NOW, THEREFORE, the City Council of the City of Oxnard resolves to amend Resolution No. 15,029 as follows:

1. In ACCORDANCE WITH Chapter 4, Articles 4.5, 4.7, 4.8 and 4.9 of the City of Oxnard Personnel Rules and Regulations, the following classification's salary range is amended effective July 1, 2017:

Salary Grade	Classification Title	FLSA Status	Union Code	Compensation Frequency	Hourly (H)/ Salary (S) Range
E12	City Attorney	E	NA	Salaried	\$ 215,250 – 235,000 (S)

PASSED AND ADOPTED this 26th day of September, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Tim Flynn, Mayor

ATTEST:

Michelle Ascencion, City Clerk

APPROVED AS TO FORM:

Jefferson Billingsley, Assistant City Attorney